

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: All Associated Cases	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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PLAINTIFFS' MOTION TO COMPEL DISCOVERY FROM DEFENDANTS

Pursuant to Fed. R. Civ. P. 26(b)(1), Plaintiffs hereby move this Court to compel proper discovery responses and productions from Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LL (together, “Zelis”), Aetna, Inc , (herein, “Aetna”), The Cigna Group (herein, “Cigna”), Elevance Health, Inc., formerly Anthem, Inc., (herein, “Elevance”), Humana Inc. (“Humana”), and UnitedHealth Group, Inc. (herein, “United”), regarding the time period for Defendants’ production of structured data.

This motion is made on the grounds that Rule 26(b)(1) permits discovery of “any nonprivileged matter that is relevant to any party’s claims or defenses and proportional to the needs of the case” and Plaintiffs’ proposed time period for production of structured data is relevant and necessary for expert data analysis and econometric modeling in this action.

Pursuant to Local Rule 7.1(b), accompanying this Motion is a brief, and a Declaration of Haley Hawn, with relevant exhibits, in support of this Motion.

Dated: September 25, 2026

Respectfully submitted,

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LOCAL RULE 7.1 CERTIFICATE

Pursuant to Local Rule 7.1(a)(2), the undersigned counsel certifies that counsel for Plaintiffs have conferred with counsel for Defendants and have attempted in good faith to resolve or narrow the issues in this Motion, but have been unable to do so.

s/Jason S. Hartley

Jason S. Hartley

CERTIFICATE OF SERVICE

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

s/Jason S. Hartley

Jason S. Hartley

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION	Lead Action Case No.: 1:25-cv-10734-BEM
This Document Relates To:	<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>
All Associated Cases	

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION TO COMPEL DISCOVERY FROM DEFENDANTS**

I. INTRODUCTION

Plaintiffs move to compel the proper time period for Defendants' production of structured data from Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LL (together, "Zelis"), Aetna, Inc , (herein, "Aetna"), The Cigna Group (herein, "Cigna"), Elevance Health, Inc., formerly Anthem, Inc., (herein, "Elevance"), Humana Inc. ("Humana"), and UnitedHealth Group, Inc. (herein, "United").

Defendants dispute both the start date and the end date of structured data production. Plaintiffs have requested structured data from January 1, 2012 to the present. This time period is necessary to allow experts to benchmark repriced amounts during the Class Period, which begins June 13, 2016. Defendants propose a start date of January 1, 2014, ending on August 31, 2025. That would deprive Plaintiffs' experts of the multi-year pre-period they need to benchmark repriced amounts during the Class Period, which begins June 13, 2016. Plaintiffs seek an order compelling structured data beginning January 1, 2013, together with aggregate data for 2012,

running through the present.¹

II. BACKGROUND AND PROCEDURAL HISTORY

Plaintiffs filed their Amended and Consolidated Class Action Complaint on June 11, 2025. ECF No. 39. On March 30, 2026, the Court denied Defendants’ motion to dismiss and sustained the plausibility of Plaintiffs’ claims without exception. ECF No. 185. Plaintiffs filed the SAC on August 3, 2026. ECF No. 273. The SAC alleges that Zelis and the Commercial Payer Defendants conspired to suppress payments to OON healthcare providers, and defines a Class Period of “June 13, 2016 to the present.” SAC ¶ 374.

The Complaint places the period before the Class Period at the heart of the case. It alleges that Commercial Payers previously based OON payment on the FAIR Health database until FAIR Health’s exclusive-use settlement terms “expired in 2015 or 2016,” and that Zelis was ready: on June 13, 2016, the very day the Class Period begins, Zelis announced its rebranding and marketed its repricing services to the payers departing FAIR Health. SAC ¶¶ 11-12, 77. The SAC further alleges a continuing violation, with each new act to further or preserve the conspiracy restarting the limitations period. *Id.* ¶ 310.

On May 26, 2026, Plaintiffs served their First Set of Requests for Production (“RFPs”) for unstructured documents on all Defendants, which included a set to Non-Zelis Defendants and a set to Zelis Defendants. Instruction No. 12 defines the Relevant Period:

“The Relevant period for each Request is January 1, 2014, through the present . . . and shall include all documents and information that relate to such period, even though prepared or published outside of the Relevant Period. If information prepared before the Relevant Period is necessary for a correct or complete understanding of any answer covered by a Request, You must include

¹ On September 17, 2026, Plaintiffs offered this exact timeline as a compromise in the interest of reaching resolution. Defendants rejected it as “disproportionate to the needs of the case” without identifying a single burden.

that information for the earlier or subsequent periods as well.”²

Declaration of Haley Hawn in Support of Motion to Compel (“Hawn Decl.”) Ex. A (First RFPs, Instruction No. 12). Plaintiffs also served requests for structured claims data and underlying databases (the “Structured Data Requests”), with a Relevant Period of January 1, 2012 through the present.

On June 25, 2026, Defendants served responses and objections. Each Defendant unilaterally intended to shorten the Relevant Period. Aetna stated it “will produce data and/or documents relating to the time period from January 1, 2016 to present.” Hawn Decl. Ex. B (Aetna RFP Responses, Objections to Definitions and Instructions No. 19). Cigna, United and Zelis said the same. Hawn Decl. Exs. C, D, and E (Cigna RFP Responses, Objection to Instructions No. 7; United RFP Responses, Objections to Definitions and Instructions No. 19; Zelis RFP Responses, General Objection 34). Humana went further, stating it “will interpret the Relevant Period as the time period from January 1, 2016 to December 31, 2024, when Humana’s commercial business ended.” Hawn Decl. Ex. F (Humana RFP Responses, General Objection 8). Elevance went further still, unilaterally “defin[ing]” the Relevant Period to run “from January 1, 2018, to the present.” Hawn Decl. Ex. G (Elevance RFP Responses, Objections to Definitions and Instructions No. 28).

As to structured data, Defendants initially proposed producing data only from January 1, 2015 through August 31, 2025. On September 16, 2026, they offered, “[i]n the interest of compromise,” to begin with January 1, 2014, while deferring any post-August 2025 data until “later in the case.” Hawn Decl. Ex. H (Email chain containing Sept. 16, 2026 Masselink Email). Plaintiffs responded on September 17, 2026, explaining that a January 2014 start is “wholly

² The RFPs were served separately on the Zelis Defendants and the Non-Zelis Defendants, but both contained the same Instruction 12.

inadequate” because the case “is expected to involve extensive data analysis and econometric modeling by various experts,” and that where a pre-period is used to benchmark such analyses, “it is generally preferred to have five years of continuous data outside of the proposed damage period.” *Id.* (Sept. 17, 2026 Hawn Email). Plaintiffs offered a reasonable compromise: detailed structured data beginning January 1, 2013, together with 2012 aggregate data sufficient to show average allowable dollar amounts used by the producing entity to pay providers for claims grouped by CPT code, geographic region, and provider type. *Id.* On September 18, 2026, Defendants refused, stating only: “Defendants are unable to agree to Plaintiffs’ proposal, which is disproportionate to the needs of the case.” *Id.* (Sept. 18, 2026 Masselink Email). Zelis did not challenge the relevance of the dates of data requested, nor provided any information about any potential burden and offered no explanation of the supposed disproportion. The parties reported the impasse to the Court as directed. See ECF No. 323.

III. LOCAL RULE 37.1 STATEMENT OF CONSULTATION.

Plaintiffs first raised the issues presented herein to each Defendant in separate letter correspondence nearly a month ago on August 31, 2026, and requested a meet-and-confer by September 4. Hawn Decl., Exhibit I. Zelis however, claimed that Plaintiffs request for a meet-and-confer “within four days after that letter was sent is both unreasonable and infeasible” and did not respond until ten days later on September 10. The parties met and conferred on September 18 via Zoom conference for approximately one hour. Hawn Decl. at ¶ 11. Ms. Sandra Masselink appeared for Zelis, and Ms. Haley Hawn and Ms. Maureen Forsyth appeared for Plaintiffs. *Id.* During the conferral, the parties discussed the relevant time period for document production, Zelis’ general objections, including that to the definition of “Zelis” in Plaintiffs’ RFPs. *Id.* The parties also discussed, at length, Zelis’ relevance objections, and the additional issues raised in Plaintiffs’

August 31 letter. *Id.* During the meet and confer, Ms. Masselink reiterated that Zelis is unwilling to move on timeframe. *Id.* Following the meet and confer, Plaintiffs sent a summary letter, containing a detailed recap of Plaintiffs’ conferral efforts. Plaintiffs similarly met and conferred on the issues raised in Plaintiffs’ August 31 letters with Defendants Elevance (September 15 and September 21), Humana (September 16), United (September 18)³, Aetna (September 8, 10), and Cigna (September 16), and further emails confirmed Defendants’ position on the time period for production of structured data. Hawn Decl. at ¶ 12 and Exhibit H. As Plaintiffs could not reach agreement with Defendants regarding the time period for structured data before the deadline set by this Court to bring a motion to compel regarding structured data issues (ECF No. 323), this motion is necessary.

IV. LEGAL STANDARD

Rule 26(b)(1) permits discovery of “any nonprivileged matter that is relevant to any party’s claims or defenses and proportional to the needs of the case.” Fed. R. Civ. P. 26(b)(1). The provision is to be accorded a broad and liberal treatment, *Hickman v. Taylor*, 329 U.S. 495, 507 (1947), consistent with the Rules’ premise that cases be decided on “mutual knowledge of all the relevant facts,” *id.*, and relevance under the Rule is construed broadly. *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978). In this District, “relevancy must be broadly construed . . . such that information is discoverable if there is any possibility it might be relevant to the subject matter of the action.” *Viscito v. Nat’l Plan. Corp.*, No. 3:18-cv-30132-MGM, 2019 WL 5318228, at *1 (D. Mass. Oct. 21, 2019) (quoting *Cherkaoui v. City of Quincy*, No. 14-cv-10571-LTS, 2015 WL 4504937, at *1 (D. Mass. July 23, 2015) and *E.E.O.C. v. Electro-Term, Inc.*, 167 F.R.D. 344, 346

³ Plaintiffs understand that United, unlike its co-Defendants, does not have a “strong” objection to a 2014 start date for custodial documents but did not agree to such.

(D. Mass. 1996)). An “evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond.” Fed. R. Civ. P. 37(a)(4).

V. ARGUMENT

A. Defendants Must Produce Structured Claims Data Beginning January 1, 2013, Together With Aggregate Data for 2012.

1. Reliable Benchmarking Requires a Multi-Year Pre-Period of Data.

This case is expected to involve extensive data analysis and econometric modeling by various experts. Plaintiffs’ damages case will compare the amounts Defendants paid for OON claims during the Class Period against a reliable, pre-conduct baseline, and Plaintiffs’ class certification showing will rest on common-impact analysis of the same kind. Analyses of that sort generally require five years of continuous data outside of the proposed damage period, which is the ordinary course in antitrust cases. For example, in *Kleen Prods. LLC v. Packaging Corp. of Am.*, No. 10 C 5711, 2013 WL 120240 at *9 (N.D. Ill. Jan. 9, 2013), the court granted purchasers transactional and related economic data reaching five years before the alleged conspiracy began, holding that “the larger window of economic data (as opposed to conduct documents) is warranted in order to provide an accurate economic picture,” and considering cases allowing discovery seven years and even twenty-five years prior to the relevant period. Plaintiffs have already compromised their request by specifying a pre-period that is less than five years. Data spanning 2012 through 2016 captures both the benchmark regime and the transition the SAC challenges; data beginning in 2014 or 2015, as Defendants propose, captures neither.

Defendants’ own proposals concede the point by their movement. Having first proposed January 1, 2015, Defendants moved to January 1, 2014 only “[i]n the interest of compromise.” Hawn Decl. Ex. H (Sept. 16, 2026 Masselink Email). A January 1, 2014 start yields fewer than thirty months of pre-Class Period data; a January 1, 2015 start yields roughly seventeen. Neither

provides the continuous multi-year baseline that econometric benchmarking seeks. Plaintiffs' proposal is modest by comparison: detailed data from January 1, 2013, reaching three and one-half years before the Class Period begins, plus, for 2012, aggregate data sufficient to show average allowable dollar amounts used by the producing entity to pay providers for claims grouped by CPT code, geographic region, and provider type. Hawn Decl. Ex. H (Sept. 17, 2026 Hawn Email). The 2012 aggregates are the least burdensome way to anchor the baseline in the data Defendants already maintain.

Defendants rejected that compromise as “disproportionate to the needs of the case” without explaining why. Hawn Decl. Ex. H (Sept. 18, 2026 Masselink Email). Proportionality is assessed on the factors Rule 26(b)(1) identifies, including the importance of the discovery in resolving the issues and the parties' relative access to the information. Fed. R. Civ. P. 26(b)(1). Here, structured claims data are the record on which damages and impact will be litigated and on which Plaintiffs' experts will rely in disclosing the “facts or data” underlying their opinions, Fed. R. Civ. P. 26(a)(2)(B). Defendants alone hold that data. Defendants' conclusory statement is not a proportionality showing, and the Court should order production consistent with Plaintiffs' September 17 further compromise proposal. Notably, Defendants never claimed or showed any disproportionate *burden* in producing the additional year of structured data. Data production does not involve the kind of collection and review efforts that unstructured documents do. Defendants never challenged the relevance of Plaintiffs' requests, either. The Court should order Defendants to produce the one additional pre-period year of structured data Plaintiffs requested.

2. The August 31, 2025 Cutoff is Equally Unsustainable.

Defendants purport to end their structured data production on August 31, 2025, revisiting post-August 2025 data only “later in the case.” Hawn Decl. Ex. H (Sept. 16, 2026 Masselink

Email). The Class Period runs “to the present,” SAC ¶ 374, and the SAC alleges a continuing violation renewed by each new act to further or preserve the conspiracy, *id.* ¶ 310. The most recent data are therefore not peripheral; they show the conspiracy’s present operation, and they are the data on which experts and any certification motion will depend. Courts order transaction data covering periods after a conspiracy’s alleged end where the claims continue; the D.D.C. did exactly that in the *Rail Freight Fuel Surcharge* litigation, compelling 2009 transaction data where the alleged conspiracy period closed on December 31, 2008 to consider the “lingering effects” of the conspiracy-period pricing. *In re Rail Freight Fuel Surcharge Antitrust Litig.* (No. II), MDL No. 2925, Misc. Action No. 20-00008, 2021 WL 1909777 at *20 (D.D.C. May 12, 2021).

Defendants have already agreed to produce unstructured documents through the present, except for Humana who proposes production through December 31, 2024, when its commercial business purportedly ended. There is no reason to unilaterally terminate the scope of structured data almost a year earlier and, again, Defendants have not, and cannot, claim a disproportionate burden in producing these data. The Court should accordingly order structured data production through the present, beginning January 1, 2013, together with aggregate data for 2012.

VI. CONCLUSION

For the foregoing reasons, the Court should grant Plaintiffs’ Motion and order that: (1) Defendants produce structured claims data and underlying databases for the period beginning January 1, 2013 through the present, together with aggregate data for 2012 sufficient to show average allowable dollar amounts used by the producing entity to pay providers for claims grouped by CPT code, geographic region, and provider type; (2) Plaintiffs be granted such further relief as the Court deems just and appropriate.

Dated: September 25, 2026

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CERTIFICATE OF SERVICE

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

s/Jason S. Hartley

Jason S. Hartley

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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**DECLARATION OF HALEY R. HAWN IN SUPPORT OF
PLAINTIFFS' MOTION TO COMPEL DISCOVERY**

I, Haley R. Hawn, declare:

1. I am an attorney licensed in the States of Kansas and Missouri and am one of Plaintiffs' counsel in the above-captioned action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently to them. I make this Declaration in support of Plaintiffs' Motion to Compel Discovery.

2. Attached hereto as Exhibit A are true and correct copies of Plaintiffs' First Requests for Production to Zelis Defendants and to Non-Zelis Defendants.

3. Attached hereto as Exhibit B is a true and correct copy of Defendant Aetna Inc's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis Defendants.

4. Attached hereto as Exhibit C is a true and correct copy of Defendant The Cigna Group's Responses and Objections to Plaintiffs' First Set of Requests for Production.

5. Attached hereto as Exhibit D is a true and correct copy of Defendant Unitedhealth Group Inc's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Unitedhealth Group Inc.

6. Attached hereto as Exhibit E is a true and correct copy of Defendant Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC's Responses and Objections to Plaintiffs' First Set of Requests for Production.

7. Attached hereto as Exhibit F is a true and correct copy of Defendant Humana Inc's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis Defendants.

8. Attached hereto as Exhibit G is a true and correct copy of Elevance Health Inc's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents.

9. Attached hereto as Exhibit H is an email chain, with the top email sent from Sandra Masselink to myself and others on November 17, 2026.

10. Attached hereto as Exhibit I are letters that were sent to all Defendant groups on August 31, 2026, to meet and confer regarding their responses and objections to discovery.

11. I met and conferred telephonically with Zelis on September 18, 2026, via zoom conference. Ms. Sandra Masselink appeared for Zelis, and Ms. Haley Hawn and Ms. Maureen Forsyth appeared for Plaintiffs. During the conferral, the parties discussed the relevant time period for document production, Zelis' general objections, including that to the definition of "Zelis" in Plaintiffs' RFPs. The parties also discussed, at length, Zelis' relevance objections, and the additional issues raised in Plaintiffs' August 31 letter. During the meet and confer, Ms. Masselink reiterated that Zelis is unwilling to move on timeframe.

12. I understand from my co-counsel that similar meet and confer conferences have occurred with Defendants Elevance (September 15 and September 21), Humana (September 16), United (September 18), Aetna (September 8, 10), and Cigna (September 16).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on September 25, 2026 at Kansas City, Missouri.



Haley R. Hawn

CERTIFICATE OF SERVICE

I, Jason S. Hartley, attorney for the Plaintiffs, certify that, on September 25, 2026, I caused a copy of the foregoing to be served, via ECF, on all counsel of record.

/s/ Jason S. Hartley

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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**PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO NON-ZELIS DEFENDANTS**

Under Fed. R. Civ. P. 34, Plaintiffs Pacific Inpatient Medical Group, Inc.; Frank Scaccia, M.D., F.A.C.S., L.L.C.; Dennis C. Ayer, DDS, LLC; James Paul Allen DDS d/b/a/ Allen Dental; and Danny Bachoua Chiropractic, APC (“Plaintiffs”) hereby request that Defendants Aetna, Inc.; The Cigna Group; Elevance Health, Inc.; Humana, Inc.; and UnitedHealth Group, Inc. (collectively, the “Non-Zelis Defendants”) produce the documents, electronically stored information, and things requested herein within 30 days following the date of service of these Requests.

DEFINITIONS

Solely for the purpose of these Requests, the following definitions shall apply, without regard to capitalization:

1. **“835 files”** and **“837 files”** are defined by the Health Insurance Portability and Accountability Act’s (HIPAA) electronic transaction standards, specifically under the ASC X12 835 transaction set and ASC X12 837 transaction set, respectively.

2. **“Agreement”** means any meeting of the minds between two or more Persons or entities, including but not limited to, arrangements, bargains, collaborations, combinations, commitments, written and oral contracts, covenants, gentlemen’s agreements, guarantees, joint

ventures, pacts, promises, understandings, and undertakings, including all versions, modifications, statements of work, amendments, attachments, exhibits, and appendices. This definition includes all network access agreements and statements of work, exhibits, addendums, and side letters to network access agreements. This definition also includes all single case agreements, expedited single case agreements, and global agreements. For the avoidance of doubt, if a statement of work, amendment, attachment, exhibit, or appendix is responsive, the entire Agreement must be produced.

3. **“AHIP”** or **“America’s Health Insurance Plans”** is a national trade organization of health insurance companies or Payers in America including commercial, Medicare, and Medicaid.

4. **“All”** includes the collective and the singular and means each, any, and every.

5. **“Any”** means one or more.

6. **“Availity”** is a healthcare technology company and platform used by Providers and Payers to process billing and patient information and is a strategic partner of Zelis.

7. **“Balance Billing”** means any process by which a Provider seeks additional compensation from a Patient for any portion of its total billed charges above the allowed amount paid by the Payer.

8. **“Claim”** means any request by a Provider to any Payer for coverage of or compensation for services provided by the Provider.

9. **“Claims, Payment, and Contractual Information Data Fields”** is a subset of the "Data Fields" or "Structured Data Fields," described above, which refer to those Data Fields found within one or more of Defendants' or other Non-Parties' databases or data tables that are associated with, relate to, link to, concern, and/or apply to the identification, assignment, maintenance, processing, handling, exchange, pricing, repricing, calculation, determination, modification,

editing, updating, adjustment, deletion, distribution, communication, appeals, negotiation, location, or relationship-related information concerning claims, payment, and contractual information, whether in whole or in part.

10. **“Communication”** means the transmittal of information in the form of facts, ideas, inquiries, or otherwise.

11. **“Concerning”** means referring to, describing, evidencing, or constituting.

12. **“Data Fields”** or **“Structured Data Fields”** means field headings or field names associated with, related to, and/or linked to underlying data or information as maintained in one or more databases or in one or more data tables by Defendants or other Non-Parties, within which information possibly germane to this matter is maintained, organized, uploaded, downloaded, deleted, or otherwise managed, whether in whole or in part.

13. The term **“Document”** or **“Documents”** is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a) and shall be construed in its broadest sense. A draft or nonidentical copy is a separate document within the meaning of this term.

14. **“Electronic Information Exchange Infrastructure”** or **“x12”** refers to the set or sets of technologies, protocols, methodologies, analytics, software, hardware, access/restriction/denial keys or methods, assigned personnel, features, capabilities, drawbacks, disadvantages, and advantages concerning the capture, load, identification, analysis, organization, culling, editing, updating, processing, layering, deletion, distribution, communication, exchange, reporting, summarizing, and management, whether in whole or in part, of electronic information, including, but not limited to, the X12 transaction network, ASC X12, X12 transaction sets, Electronic Data Interchange(s) (‘EDI’ or ‘EDIs’) and related environments, Application Programming Interface(s) (‘API’ or ‘APIs’) and related environments, electronic portals, developer portals, electronic

receptors, or electronic receptacles, sandbox environments, inbound connectivity capabilities, outbound connectivity capabilities, and other aspects or technological applications, whether or not integrated, that perform, allow for, enable, or assist with the exchange of information, as applied here, including, but not limited to, out-of-network transactions, episodes, diagnoses, procedures, treatments, claims, pricing, repricing, and contractual information.

15. **“Healthcare Services”** means any type of medical care, treatment, medicine, or procedure provided to a Patient, including, for example, all forms of curative, palliative, preventative, surgical, in-patient, out-patient, nursing, dental, mental, chiropractic, and substance abuse care.

16. **“Non-Zelis Defendants”** refers to the Defendant health insurance companies and their related companies, subsidiaries and affiliates: Aetna, Inc., (“Aetna”), The Cigna Group (“Cigna”), Elevance Health, Inc. (“Elevance”), Humana, Inc. (“Humana”), and UnitedHealth Group, Inc. (“United”).

17. **“Or”** and **“and”** should be construed as to require the broadest possible response. If, for example, a request calls for information about “A or B” or “A and B,” You should produce all information about A and all information about B, as well as all information about A and B collectively. In other words, “or” and “and” should be read as and/or.

18. **“OON Services”** or **“Out-of-Network Services”** or **“OON Healthcare Services”** or **“Out-of-Network Healthcare Services”** refers to Healthcare Services provided to a Patient where the Provider is not entitled to a fixed, pre-negotiated contractual payment rate for those Healthcare Services from the Payer.

19. **“OON Payer Market”** is a market involving private, commercial insurers and other types of private Payers, including managed care organizations, third party administrators, self-

funded entities, and self-insured entities. In the OON Payer Market, OON Healthcare Services are sold by OON Providers and purchased by Payers, including those available for purchase by health insurance companies, managed care organizations, third-party administrators, self-funded plans, and self-insured entities. *See* Dkt. 39 at ¶¶ 149-72.

20. **“OON Repricing Services”** means any product or service that reprices, negotiates, or renegotiates the payment to a Provider for OON Services.

21. **“PPO”** means preferred provider organization.

22. **“Parties”** includes the terms “plaintiff” and “defendant” as well as a party’s full or abbreviated name or a pronoun referring to a party mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

23. **“Patient”** means any individual who received Healthcare Services from a Provider.

24. **“Payer”** means any third-party entity, organization, or person that adjudicates or sets process for Healthcare Services utilized by Patients, including each Defendant.

25. **“Payment Harmonization Index”** is the industry benchmarking study commissioned by Zelis and conducted by the Aite-Novarica Group (now Datos Insights).

26. **“Person”** means as any natural person or any business, legal, or governmental entity or association.

27. **“Pricing for OON Services”** means a Payer’s process for determining, adjudicating, setting, or negotiating the allowed amount or actual payment paid to a Provider for providing OON Services.

28. **“Provider(s)”** means a professional, employee, practice, entity, or institution that performs Healthcare Services on behalf of Patients. When “Out-of-Network” or “OON” precedes

“Provider(s),” the combination of terms means one or more Providers performing Healthcare Services on an out-of-network (or outside of a governing contractual relationship) basis.

29. **“Relevant Conduct”** means any of the conduct alleged in Plaintiffs’ Consolidated Amended Class Action Complaint (Dkt. 39) including, but not limited to, by way of inexhaustive example: (1) the negotiation(s) of any Agreements concerning any OON Repricing Services; (2) the pricing of any OON Services; (3) communications with any Defendant or with Providers, Sponsors, Subscribers, investors, Creditors, or Members concerning OON Repricing Services or Pricing for OON Services; (4) communications with any regulatory authority or governmental agency or division concerning any actual or potential investigation into the Pricing for OON Services; (5) the exchange of and agreements related to the exchange of competitive, commercially sensitive, contractual, proprietary, or otherwise confidential information; and (6) payment for OON Healthcare Services.

30. **“Repricer”** means a third-party entity, including Zelis, that uses proprietary databases, methodologies, tools, and information-sharing technologies to determine and communicate adjusted OON payment amounts, which are then often paid by Payers.

31. **“Sample”** when used with reference to Structured Data shall mean at least 100 lines of data. With respect to Structured Data showing Data Fields, “Sample” shall consist of at least 50 lines of data for Out-of-Network Services claims.

32. **“Sponsor”** shall mean the Person, governmental organization, or retirement fund that establishes or maintains a health insurance plan for its members or employees and their dependents.

33. **“Structured Data”** refers to any electronic data that resides in a fixed field within a record or file with data organized in columns/rows in a predefined format, such as data stored in Oracle, SQL, or any other relational database or healthcare claims database.

34. **“Subscriber”** means individuals, corporations, partnerships, limited partnerships, unions, unincorporated associations, trade associations, state or local governments, and all other governmental and non-governmental entities that purchase health care coverage from a Payer on either a fully insured or administrative services only basis.

35. **“You”** and **“Your”** mean the responding Defendant, including its subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees.

36. **“Zelis”** means Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC; (collectively, “Zelis” or the “Zelis Defendants”) in addition to more than a dozen other Zelis-related legal entities that have engaged in the Relevant Conduct but whose structures and roles not publicly distinguishable. “Zelis” also means all of its partners, corporate parents, subsidiaries, or affiliates, including, but not limited to: Stratose®, Pay-Pal Solutions, Truvan, Ethicare, Strenuus, Maverest Dental Network, NetMinder, Redcard, Sapphire Digital, PayerCompass, PaySpan, Medxoom,.

37. The full text of definitions and rules of construction set forth in Local Rule 26.5 are incorporated by reference.

INSTRUCTIONS

Solely for the purpose of these Requests, the following instructions shall apply:

1. Under Fed. R. Civ. P. 26(e), these Requests are continuing in nature so that, if You, or any of Your directors, officers, Employees, agents, or representatives or any other person acting on Your behalf, subsequently discover or obtain possession, custody, or control of any Document or ESI previously requested or required to be produced, You shall make such Documents or ESI available within seven (7) days of discovery or obtaining possession. Similarly, any information or Document provided in response to these Requests that is later found to be incorrect, or to have become incomplete or incorrect because of changed circumstances, should be completed or corrected by means of a supplemental response.

2. In producing Documents, furnish all Documents or things in Your possession, custody, or control, regardless of the physical location of the Documents, or whether such Documents or other materials are possessed directly by You.

3. With respect to any Document maintained or stored electronically, please harvest it in a manner that maintains the integrity and readability of all data, including all metadata.

4. If You refuse to answer a Request, in whole or part, for any reason, including, but not limited to, any claim of privilege, clearly describe the asserted privilege or other grounds for refusing to answer with respect to the Request. If any form of privilege, whether based on statute or otherwise, is claimed as a ground for not responding to a Request, or any part thereof, set forth in complete detail each and every fact and legal basis on which the privilege is asserted, including sufficient facts for the Court to make a full determination as to whether the claim of privilege is valid. Produce any purportedly privileged Document containing non-privileged material with only the purportedly privileged portion redacted. With respect to a Document to which a privilege is

being claimed, provide the following information at a minimum: (1) date; (2) author; (3) names of any persons who received copies, if any; (4) title; (5) type of Document or tangible thing; and (6) a description of the subject matter sufficient to determine whether the privilege is properly invoked (without revealing privileged information).

5. Produce all Documents in the same order as they are kept or maintained by You in the ordinary course of Your business. For any Document that has been removed from a file for purposes of producing the Document in response to these Requests, identify the file from which the Document was removed.

6. Produce all Documents not otherwise responsive to these Requests that mention, discuss, refer to, or explain any responsive Document that is, or are attached to a responsive Document, including routing slips, transmittal memoranda, letters, cover sheets, comments, evaluation, or similar materials.

7. Documents attached to each other should not be separated, including, but not limited to, hard-copy versions of Documents attached to hard-copy printouts of e-mails produced pursuant to these Requests.

8. If any information called for by any Request herein is withheld because You claim that such information is protected from discovery by the attorney work-product doctrine or by any privilege or protection from disclosure, provide a description of the basis of the claimed privilege or protection.

9. If a Document once existed and has subsequently been lost, destroyed, or is otherwise missing, please provide sufficient information to identify the Document and state the details concerning its loss.

10. If a responsive Document has been lost or destroyed, please identify, by the author, date, and subject matter of the lost or destroyed Document, as well as its current location. If the Document is no longer in existence, in addition to providing the information indicated above, state on whose instructions the Document was destroyed or otherwise disposed of, and the date and manner of the disposal.

11. All Requests included herein are subject to any ESI protocol, agreement, or Order in this Litigation; if the Request calls for non-electronically stored information, please produce all Documents that exist only in hardcopy in an electronic format such as a *.PDF format or equivalent.

12. The Relevant period for each Request is January 1, 2014, through the present (the “Relevant Period”), unless otherwise specifically indicated, and shall include all documents and information that relate to such period, even though prepared or published outside of the Relevant Period. If information prepared before the Relevant Period is necessary for a correct or complete understanding of any answer covered by a Request, You must include that information for the earlier or subsequent periods as well.

13. Samples of Structured Data shall be produced in one or multiple electronic files and in one of the following machine-readable formats: CSV, delimited flat text, or Microsoft Excel.

14. You are requested to produce documentation corresponding to and sufficient to understand all Samples of Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the field or set of fields which uniquely identifies a claim; and (d) data dictionaries. If data fields are provided in different tables, you are requested to provide ID variables in each table to merge tables together.

REQUESTS FOR PRODUCTION

I. Corporate Organization, Identity, and Relationships

REQUEST NO. 1: All Documents and Communications concerning Your corporate structure and that of all of Your affiliates, subsidiaries, or related entities that use, subscribe to, purchase, or otherwise benefit from Zelis' OON Repricing Services.

RESPONSE:

REQUEST NO. 2: Organizational charts and/or other documents sufficient to identify each of Your departments, divisions, business units, project groups, assigned personnel, or other organizational units (however labeled or referred to), and all personnel, involved in any Relevant Conduct, along with its or their positions, titles, roles, responsibilities, and the periods of time those positions, titles, roles, or responsibilities were held.

RESPONSE:

REQUEST NO. 3: Your audited and unaudited financial statements, forecasts, profit and loss statements, earnings, costs, and expenses for each year, whether in draft or final form.

RESPONSE:

REQUEST NO. 4: All documents and communications concerning communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare, technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers.

RESPONSE:

REQUEST NO. 5: All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with repricing of OON Claims.

RESPONSE:

REQUEST NO. 6: All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Payers communicated about OON Repricing Services, or otherwise communicated about suppressing payments for OON Services; or (b) that Zelis and one or more Payers communicated about using OON Repricing Services or otherwise communicated about suppressing payments for OON Services.

RESPONSE:

II. Structured Data

REQUEST NO. 7: Samples of Structured Data sufficient to show all Data Fields for each paid Claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE:

REQUEST NO. 8: Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the

containing database(s), the field or set of field(s) which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table to merge databases or tables together. Data information and formatting should be consistent, including the physical and virtual location of the data, where data warehouses and standards have changed over time, and the identity of the directors, officers, employees, agents, and consultants assigned to data management responsibilities. If formatting or data field names have changed over the Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across physical and virtual locations and data files.

RESPONSE:

III. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 9: All documents and communication concerning Zelis’ OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, systems, or other processes, including, but not limited to, any aspect of Your Pricing for OON Services generally, Your policies, procedures, and guidelines; factors or information You considered consider, used, use, proposed, or propose in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered, consider, used, use, proposed, or propose; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, consider, used, use, proposed or propose for Pricing of OON Services.

RESPONSE:

REQUEST NO. 10: Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis' OON Repricing Services including but not limited to:

- a. "Established Reimbursement Schedule" or "Established Reimbursement Solution®" ("ERS");
- b. Referenced Based Pricing" ("RBP");
- c. "Zelis Open Access Pricing®;"
- d. "Zelis Price Map;"
- e. "Zelis Intelligent Pricing Platform" ("ZIPPP");
- f. "Network 360®;" and
- g. "QuickReprice."

RESPONSE:

REQUEST NO. 11: All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON claims priced, in whole or in part, using Zelis' OON Repricing Services.

RESPONSE:

IV. Information Sharing

REQUEST NO. 12: All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or

through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis's client conference notes or transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.

RESPONSE:

REQUEST NO. 13: All documents related to Zelis' "Payments Harmonization Index," including, but not limited to, any and all such "Payments Harmonization Index" documents concerning any quantitative survey on which it is/was based, any reports generated or otherwise created by or in relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE:

REQUEST NO. 14: All documents and communications related to any form of user groups or user advisory groups (i.e., any group formed for the purpose of providing feedback, advice, or

comment) for any of Zelis' OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE:

REQUEST NO. 15: All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis or that Zelis is required to provide Payers in connection with Payers' use of Zelis' OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information, the frequency with which the information is provided from one or more Payers to Zelis, and/or the frequency with which the information is provided from Zelis to one or more Payers.

RESPONSE:

V. Communications and Agreements with Payers

REQUEST NO. 16: All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE:

REQUEST NO. 17: All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreements, including, but no limited to, agreements

concerning the exchange or delivery of Claims, payment, pricing, or contractual information, as well as agreements to pay Zelis a commission or other compensation based in any way on the savings from Zelis's OON Repricing Services, any disclosures of such commissions or agreements, and any reports or summaries of such paid commissions or incentives.

RESPONSE:

REQUEST NO. 18: All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; and any efforts by You to prevent Balance Billing in connection with OON Claims.

RESPONSE:

REQUEST NO. 19: All documents and communications related to any Provider no longer agreeing to treat Patients on an OON basis or accept Patients' OON insurance benefits (or the threat or possibility thereof), including:

- a. the Provider's stated, inferred, likely, or assumed reasons for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits;
- b. the actual or anticipated impact on Patient access to care, network adequacy, or member satisfaction; and
- c. any internal assessment, analysis, or response by You regarding such Provider conduct or its consequences.

RESPONSE:

VI. Market and Competitive Conditions

REQUEST NO. 20: All documents and communications concerning any analysis of any Payers' Pricing for OON Services (including, without limitation, Yours) or pricing in the OON Payer Market generally, including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers' actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE:

REQUEST NO. 21: All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE:

VII. Regulatory, Litigation, and Investigations

REQUEST NO. 22: All documents and communications concerning Zelis' OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee, subcommittee, or member of the United States House of Representatives, United States

Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE:

REQUEST NO. 23: Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE:

REQUEST NO. 24: All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Payer.

RESPONSE:

VIII. Transparency in Coverage (“TIC”) Rule

REQUEST NO. 25: All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage (“TIC”) Rule including, but not limited to, (a) Your interest in or ability to using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made to Zelis, made by Zelis to Payers (including, but not limited to, You), made by Zelis to the public, made by Payers (including, but not limited to, You) to the public, or made by one Payer (including, but not limited to, You) to one or more other Payers (including, but not limited to, You), differ or exceed that as required by the TIC Rule.

RESPONSE:

IX. Claims Processing

REQUEST NO. 26: All documents and communications related to transaction information transmitted via any used or applied transaction technologies or transaction networks, including, but not limited to, the Electronic Information Exchange Infrastructure (or Electronic Data Interchange), for repriced claims for OON Services, including, without limitation, why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

RESPONSE:

X. Financial Documents

REQUEST NO. 27: Documents sufficient to show Your charges and spending on costs related to the use of each of Zelis' OON Repricing or other types of services performed by Zelis, including but not limited to: (a) the amount of money that You charged to each of Your Subscribers on a monthly, quarterly, and annual basis or any other form of fee charged to a Subscriber in exchange for setting, adjudicating, or negotiating prices for OON Services that are lower than billed charges for those OON Services; (b) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for Zelis' OON Repricing Services separated by service; (c) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for the use of any of Zelis' PPO networks; (d) any efforts by You or any other Payer to reduce or alter the amounts owed to Zelis, and the basis thereof; (e) access to any other Payor's claim information that is not Yours.

RESPONSE:

XI. Market and Competitive Conditions

REQUEST NO. 28: All documents and communications concerning, reflecting, or containing information about any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations, whether made by You, Zelis, or any Payer, that Zelis had the power, information, capability, or resources to compete against You or other Payers as a PPO.

RESPONSE:

XII. Use of OON Repricing Services and Methods

REQUEST NO. 29: All documents and communications related to any Payer's use, consideration, or analysis of Zelis' OON Repricing Services, including:

- a) any Payer's consideration, discussion, or analysis of the benefits, strengths, weaknesses, detriments, or concerns associated with using any of Zelis' OON Repricing Services or entering into an Agreement with Zelis to use any of Zelis' OON Repricing Services;
- b) any pricing rules, methodologies, or procedures used by any Payer that utilizes any of Zelis' OON Repricing Services, including preference forms, any pricing or operational overrides, caps, benchmarks, elected percentiles, rules for the treatment of claims where Zelis' OON Repricing Services cannot achieve a specified target price for an OON Service, or rules for how claims are priced;
- c) the underpayments or alleged savings generated by any Payer utilizing Zelis' OON Repricing Services, including any explanation of how those underpayments or alleged savings are calculated;
- d) proposed or actual changes that Zelis suggested or advocated to any Payer, including, but not limited to, You, concerning how that Payer implemented or used any of Zelis' OON Repricing Services, including, but not limited to, caps, benchmarks, elected percentiles, and/or negotiation parameters;
- e) any Payers' consideration, analysis, rejection, approval, or adoption of any change to how they implement or utilize any of Zelis' OON Repricing Services and the reasons for such a change;
- f) any Payer's consideration or analysis of actually or potentially discontinuing, pausing, curtailing, or terminating the use of any of Zelis' OON Repricing Services;
- g) any deviations or divergences from the prices that any of Zelis' OON Repricing Services set for an OON Service and the amount that a Payer paid to a Provider for

the OON Service, including the frequency of such deviations or divergences and the reasons for such deviations or divergences;

- h) any group or meeting of two or more Payers to discuss their implementation of any of Zelis' OON Repricing Services or potential changes to any of Zelis' OON Repricing Services;
- i) any consideration, analysis, study or discussion of any other Payer's use of Zelis' OON Repricing Services; and
- j) internal discussions and communications regarding reports, market intelligence, and information about other Payers, including competitors, provided by Zelis and including any efforts by Zelis or You to de-anonymize this information.
- k) the inclusion, substitution, exploitation, benchmarking, benefits provided from, analyses provided from, or consideration of the use of Zelis's OON Repricing technologies, services, products, schedules, tools, or methodologies by, within, or in relation to repricing provided by one or more rival Repricers or rival repricing services or products.

RESPONSE:

XIII. Information Sharing

REQUEST NO. 30: All documents and communications concerning the means, methods, or policies for setting the amounts for pricing of OON Services by or for any Payer other than You, including any effort by You to determine such information.

RESPONSE:

REQUEST NO. 31: All documents and communications related to the following aspects of any of Zelis' OON Repricing Services (including but not limited to RBP, ERS, QuickReprice, Payment Harmonization Index, etc.):

- a) the data sources utilized by Zelis' OON Repricing Services, including whether that data is anonymized, whether that data is publicly available, the most granular level at which the respective OON Repricing Service displays data to users, and recency of the data that the respective OON Repricing Service displays to users;
- b) the actual and claimed capabilities of each respective OON Repricing Service;
- c) marketing materials for each respective OON Repricing Service;
- d) meetings between Zelis and any Payer (including, but not limited to, You) concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, and discussions concerning those meetings;
- e) meetings between You and any other Payer concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, and discussions concerning those meetings;
- f) implementation and implementation-related guidance for the respective OON Repricing Service; and
- g) agreements concerning the use of the respective OON Repricing Service.

RESPONSE:

XIV. Customer Disclosures and Representations

REQUEST NO. 32: All disclosures, Health Plan information, and summary plan descriptions for Your health insurance coverage or administrative services, whether offered on a fully-insured basis or administrative services only basis, relating to: (a) Your use of any product or service provided by Zelis to price OON Services; (b) any fees charged by You to a Subscriber or Patient in exchange for setting, adjudicating, negotiating, or paying prices for OON Services that are lower than billed charges for those OON Services; and (c) for each Health Plan, including, but not limited to, any and all PPOs offered by You, any and all U.S. states, districts, and territories where such plans were offered, along with any changes in the locations of where such offerings were made available to consumers, patients, employers, and/or subscribers during the Relevant Period.

RESPONSE:

REQUEST NO. 33: All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE:

Dated: May 26, 2026

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Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of May 2026, I electronically transmitted Plaintiffs' First Set of Requests for Production of Documents to the Non-Zelis Defendants to the following counsel of record:

Dated: May 26, 2026

/s/Jason Hartley

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**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: All Associated Cases	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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**PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO ZELIS DEFENDANTS**

Under Fed. R. Civ. P. 34, Plaintiffs Pacific Inpatient Medical Group, Inc.; Frank Scaccia, M.D., F.A.C.S., L.L.C.; Dennis C. Ayer, DDS, LLC; James Paul Allen DDS d/b/a/ Allen Dental; and Danny Bachoua Chiropractic, APC (“Plaintiffs”) hereby request that Defendants Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC (collectively, “Zelis” or the “Zelis Defendants”), produce the documents, electronically stored information, and things requested herein within 30 days following the date of service of these Requests.

DEFINITIONS

Solely for the purpose of these Requests, the following definitions shall apply, without regard to capitalization:

1. **“835 files”** and **“837 files”** are defined by the Health Insurance Portability and Accountability Act’s (HIPAA) electronic transaction standards, specifically under the ASC X12 835 transaction set and ASC X12 837 transaction set, respectively.

2. **“Agreement”** means any meeting of the minds between two or more Persons or entities, including but not limited to, arrangements, bargains, collaborations, combinations, commitments, written and oral contracts, covenants, gentlemen’s agreements, guarantees, joint

ventures, pacts, promises, understandings, and undertakings, including all versions, modifications, statements of work, amendments, attachments, exhibits, and appendices. This definition includes all network access agreements and statements of work, exhibits, addendums, and side letters to network access agreements. This definition also includes all single case agreements, expedited single case agreements, and global agreements. For the avoidance of doubt, if a statement of work, amendment, attachment, exhibit, or appendix is responsive, the entire Agreement must be produced.

3. **“AHIP”** or **“America’s Health Insurance Plans”** is a national trade organization of health insurance companies or Payers in America including commercial, Medicare, and Medicaid.

4. **“All”** includes the collective and the singular and means each, any, and every.

5. **“Any”** means one or more.

6. **“Availity”** is a healthcare technology company and platform used by Providers and Payers to process billing and patient information and is a strategic partner of Zelis.

7. **“Balance Billing”** means any process by which a Provider seeks additional compensation from a Patient for any portion of its total billed charges above the allowed amount paid by the Payer.

8. **“Claim”** means any request by a Provider to any Payer for coverage of or compensation for services provided by the Provider.

9. **“Claims, Payment, and Contractual Information Data Fields”** is a subset of the "Data Fields" or "Structured Data Fields," described above, which refer to those Data Fields found within one or more of Defendants' or other Non-Parties' databases or data tables that are associated with, relate to, link to, concern, and/or apply to the identification, assignment, maintenance, processing, handling, exchange, pricing, repricing, calculation, determination, modification,

editing, updating, adjustment, deletion, distribution, communication, appeals, negotiation, location, or relationship-related information concerning claims, payment, and contractual information, whether in whole or in part.

10. **“Communication”** means the transmittal of information in the form of facts, ideas, inquiries, or otherwise.

11. **“Concerning”** means referring to, describing, evidencing, or constituting.

12. **“Data Fields”** or **“Structured Data Fields”** means field headings or field names associated with, related to, and/or linked to underlying data or information as maintained in one or more databases or in one or more data tables by Defendants or other Non-Parties, within which information possibly germane to this matter is maintained, organized, uploaded, downloaded, deleted, or otherwise managed, whether in whole or in part.

13. The term **“Document”** or **“Documents”** is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a) and shall be construed in its broadest sense. A draft or nonidentical copy is a separate document within the meaning of this term.

14. **“Electronic Information Exchange Infrastructure”** or **“x12”** refers to the set or sets of technologies, protocols, methodologies, analytics, software, hardware, access/restriction/denial keys or methods, assigned personnel, features, capabilities, drawbacks, disadvantages, and advantages concerning the capture, load, identification, analysis, organization, culling, editing, updating, processing, layering, deletion, distribution, communication, exchange, reporting, summarizing, and management, whether in whole or in part, of electronic information, including, but not limited to, the X12 transaction network, ASC X12, X12 transaction sets, Electronic Data Interchange(s) (‘EDI’ or ‘EDIs’) and related environments, Application Programming Interface(s) (‘API’ or ‘APIs’) and related environments, electronic portals, developer portals, electronic

receptors, or electronic receptacles, sandbox environments, inbound connectivity capabilities, outbound connectivity capabilities, and other aspects or technological applications, whether or not integrated, that perform, allow for, enable, or assist with the exchange of information, as applied here, including, but not limited to, out-of-network transactions, episodes, diagnoses, procedures, treatments, claims, pricing, repricing, and contractual information.

15. **“Healthcare Services”** means any type of medical care, treatment, medicine, or procedure provided to a Patient, including, for example, all forms of curative, palliative, preventative, surgical, in-patient, out-patient, nursing, dental, mental, chiropractic, and substance abuse care.

16. **“Non-Zelis Defendants”** refers to the Defendant health insurance companies and their related companies, subsidiaries and affiliates: Aetna, Inc., (“Aetna”), The Cigna Group (“Cigna”), Elevance Health, Inc. (“Elevance”), Humana, Inc. (“Humana”), and UnitedHealth Group, Inc. (“United”).

17. **“Or”** and **“and”** should be construed as to require the broadest possible response. If, for example, a request calls for information about “A or B” or “A and B,” You should produce all information about A and all information about B, as well as all information about A and B collectively. In other words, “or” and “and” should be read as and/or.

18. **“OON Services”** or **“Out-of-Network Services”** or **“OON Healthcare Services”** or **“Out-of-Network Healthcare Services”** refers to Healthcare Services provided to a Patient where the Provider is not entitled to a fixed, pre-negotiated contractual payment rate for those Healthcare Services from the Payer.

19. **“OON Payer Market”** is a market involving private, commercial insurers and other types of private Payers, including managed care organizations, third party administrators, self-

funded entities, and self-insured entities. In the OON Payer Market, OON Healthcare Services are sold by OON Providers and purchased by Payers, including those available for purchase by health insurance companies, managed care organizations, third-party administrators, self-funded plans, and self-insured entities. *See* Dkt. 39 at ¶¶ 149-72.

20. **“OON Repricing Services”** means any product or service that reprices, negotiates, or renegotiates the cost of OON Services.

21. **“PPO”** means preferred provider organization.

22. **“Parties”** includes the terms “plaintiff” and “defendant” as well as a party’s full or abbreviated name or a pronoun referring to a party mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

23. **“Patient”** means any individual who received Healthcare Services from a Provider.

24. **“Payer”** means any third-party entity, organization, or person that adjudicates or sets process for Healthcare Services utilized by Patients, including each Defendant.

25. **“Payment Harmonization Index”** is the industry benchmarking study commissioned by Zelis and conducted by the Aite-Novarica Group (now Datos Insights).

26. **“Person”** means as any natural person or any business, legal, or governmental entity or association.

27. **“Pricing for OON Services”** means a Payer’s process for determining, adjudicating, setting, or negotiating the allowed amount or actual payment paid to a Provider for providing OON Services.

28. **“Provider(s)”** means a professional, employee, practice, entity, or institution that performs Healthcare Services on behalf of Patients. When “Out-of-Network” or “OON” precedes

“Provider(s),” the combination of terms means one or more Providers performing Healthcare Services on an out-of-network (or outside of a governing contractual relationship) basis.

29. **“Relevant Conduct”** means any of the conduct alleged in Plaintiffs’ Consolidated Amended Class Action Complaint (Dkt. 39) including, by way of example: (1) the negotiation(s) of any Agreements concerning any OON Repricing Services; (2) the pricing of any OON Services; (3) communications with any Defendant or with Providers, Sponsors, Subscribers, investors, Creditors, or Members concerning OON Repricing Services or pricing for OON Services; (4) communications with any regulatory authority or governmental agency or division concerning any actual or potential investigation into the pricing of OON Services.

30. **“Repricer”** means a third-party entity, including Zelis, that uses proprietary databases, methodologies, tools, and information-sharing technologies to determine and communicate adjusted OON payment amounts, which are then often paid by Payers.

31. **“Sample”** when used with reference to Structured Data shall mean at least 100 lines of data. With respect to Structured Data showing Data Fields, “Sample” shall consist of at least 50 lines of data for Out-of-Network Services claims.

32. **“Sponsor”** shall mean the Person, governmental organization, or retirement fund that establishes or maintains a health insurance plan for its members or employees and their dependents.

33. **“Structured Data”** refers to any electronic data that resides in a fixed field within a record or file with data organized in columns/rows in a predefined format, such as data stored in Oracle, SQL, or any other relational database or healthcare claims database.

34. **“Subscriber”** means individuals, corporations, partnerships, limited partnerships, unions, unincorporated associations, trade associations, state or local governments, and all other

governmental and non-governmental entities that purchase health care coverage from a Payer on either a fully insured or administrative services only basis.

35. **“You”** and **“Your”** mean the responding Defendant, including its subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees.

36. **“Zelis”** means Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC; (collectively, “Zelis” or the “Zelis Defendants”) in addition to more than a dozen other Zelis-related legal entities that have engaged in the Relevant Conduct but whose structures and roles not publicly distinguishable. “Zelis” also means all of its partners, corporate parents, subsidiaries, or affiliates, including, but not limited to: Stratose®, Pay-Pal Solutions, Truvan, Ethicare, Strenuus, Maverest Dental Network, NetMinder, Redcard, Sapphire Digital, PayerCompass, PaySpan, Medxoom.

37. The full text of definitions and rules of construction set forth in Local Rule 26.5 are incorporated by reference.

INSTRUCTIONS

Solely for the purpose of these Requests, the following instructions shall apply:

1. Under Fed. R. Civ. P. 26(e), these Requests are continuing in nature so that, if You, or any of Your directors, officers, Employees, agents, or representatives or any other person acting on Your behalf, subsequently discover or obtain possession, custody, or control of any Document or ESI previously requested or required to be produced, You shall make such Documents or ESI available within seven (7) days of discovery or obtaining possession. Similarly, any information or Documents provided in response to these Requests that is later found to be incorrect, or to have

become incomplete or incorrect because of changed circumstances, should be completed or corrected by means of a supplemental response.

2. In producing Documents, furnish all Documents or things in Your possession, custody, or control, regardless of the physical location of the Documents, or whether such Documents or other materials are possessed directly by You.

3. With respect to any Document maintained or stored electronically, please harvest it in a manner that maintains the integrity and readability of all data, including all metadata.

4. If You refuse to answer a Request, in whole or part, for any reason, including, but not limited to, any claim of privilege, clearly describe the asserted privilege or other grounds for refusing to answer with respect to the Request. If any form of privilege, whether based on statute or otherwise, is claimed as a ground for not responding to a Request, or any part thereof, set forth in complete detail each and every fact and legal basis on which the privilege is asserted, including sufficient facts for the Court to make a full determination as to whether the claim of privilege is valid. Produce any purportedly privileged Document containing non-privileged material with only the purportedly privileged portion redacted. With respect to a Document to which a privilege is being claimed, provide the following information at a minimum: (1) date; (2) author; (3) names of any persons who received copies, if any; (4) title; (5) type of Document or tangible thing; and (6) a description of the subject matter sufficient to determine whether the privilege is properly invoked (without revealing privileged information).

5. Produce all Documents in the same order as they are kept or maintained by You in the ordinary course of Your business. For any Document that has been removed from a file for purposes of producing the Document in response to these Requests, identify the file from which the Document was removed.

6. Produce all Documents not otherwise responsive to these Requests that mention, discuss, refer to, or explain any responsive Document that is, or are attached to a responsive Document, including routing slips, transmittal memoranda, letters, cover sheets, comments, evaluation, or similar materials.

7. Documents attached to each other should not be separated, including, but not limited to, hard-copy versions of Documents attached to hard-copy printouts of e-mails produced pursuant to these Requests.

8. If any information called for by any Requests herein is withheld because You claim that such information is protected from discovery by the attorney work-product doctrine or by any privilege or protection from disclosure, provide a description of the basis of the claimed privilege or protection.

9. If a Document once existed and has subsequently been lost, destroyed, or is otherwise missing, please provide sufficient information to identify the Document and state the details concerning its loss.

10. If a responsive Document has been lost or destroyed, please identify, by the author, date, and subject matter of the lost or destroyed Document, as well as its current location. If the Document is no longer in existence, in addition to providing the information indicated above, state on whose instructions the Document was destroyed or otherwise disposed of, and the date and manner of the disposal.

11. All Requests included herein are subject to any ESI protocol, agreement, or Order in this Litigation; if the Request calls for non-electronically stored information, please produce all Documents that exist only in hardcopy in an electronic format such as a *.PDF format or equivalent.

12. The Relevant period for each Request is January 1, 2014, through the present (the “Relevant Period”), unless otherwise specifically indicated, and shall include all documents and information that relate to such period, even though prepared or published outside of the Relevant Period. If information prepared before the Relevant Period is necessary for a correct or complete understanding of any answer covered by a Request, You must include that information for the earlier or subsequent periods as well.

13. Samples of Structured Data shall be produced in one or multiple electronic files and in one of the following machine-readable formats: CSV, delimited flat text, or Microsoft Excel.

14. You are requested to produce documentation corresponding to and sufficient to understand all Samples of Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the field or set of fields which uniquely identifies a claim; and (d) data dictionaries. If data fields are provided in different tables, you are requested to provide ID variables in each table to merge tables together.

REQUESTS FOR PRODUCTION

I. Corporate Organization, Identity, and Relationships

REQUEST NO. 1: Corporate organizational documents, including both initial formation documents, operating and/or shareholder agreements, and all related state filings for each Zelis entity including the Zelis Defendants and any other non-named Zelis entity involved in Relevant Conduct, including but not limited to:

- a. Zelis Corporation;
- b. Zelis Claims Integrity, LLC;
- c. Zelis Cost Management Buyer, Inc;
- d. Zelis Cost Management Intermediate I, Inc;
- e. Zelis Cost Management Intermediate II, Inc;
- f. Zelis Networks Analytics;

- g. Zelis Payments;
- h. Zelis Healthcare, LLC;
- i. Zelis Holdings GP, LLC;
- j. Zelis Holdings, L.P.;
- k. Zelis International Management Corp.;
- l. Zelis Parent GP, LLC;
- m. Zelis Parent, L.P.;
- n. Zelis Parent LP, LLC;
- o. Zelis Payments Buyer, Inc.;
- p. Zelis Payments Holdings Corp.;
- q. Zelis Payments Holdings, LLC;
- r. Zelis Payments Intermediate I, Inc.;
- s. Zelis Payments Intermediate II, Inc.;
- t. Zelis Payments, LLC;
- u. Zelis Seller, L.P.

RESPONSE:

REQUEST NO. 2: All documents and communications concerning any acquisition, development, use, or deployment of OON Repricing Services (or any entity related thereto) including any merger, acquisition, or joint venture agreements; licensing agreements; patents; and patent applications including but not limited to those involving Maverest Dental Network; EthiCare Advisors, Inc.; Rivet; Stratose, PHX; Pay-Plus Solutions; Truven; Strennus; NetMinder; RedCard; Sapphire Digital; PayerCompass; PaySpan; Medxoom.

RESPONSE:

REQUEST NO. 3: All documents concerning Your participation as an owner, operator, or manager of any PPO Networks including but not limited to 4Comp; 4Most Dental; 4Most Health; HFN, LLC; Maverest Dental Network; PPO Plus; Qualident; and Zelis (Stratose).

RESPONSE:

REQUEST NO. 4: All documents and communications concerning Your relationship to (a) Bain Capital, Parthenon Capital, Mubadala Investment Company, HarbourVest, and/or Northwest, as it pertains to influence, control, guidance, consulting, or investment in any Relevant Conduct or Your OON Repricing Services, or (b) Availity, Office Ally, TRPN, or Guidehouse.

RESPONSE:

REQUEST NO. 5: All documents and communications regarding Your current and former directors', executives', and/or employees' previous employment and/or leadership roles with any Payer including, but not limited to, Aetna, Inc., The Cigna Group, Elevance Health, Inc., Humana, Inc., and UnitedHealth Group, Inc.

RESPONSE:

REQUEST NO. 6: Your audited and unaudited financial statements, forecasts, profit and loss statements for each year during the Relevant Period, whether in draft or final form.

RESPONSE:

REQUEST NO. 7: All documents concerning presentations and communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare, technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers during the Relevant Period.

RESPONSE:

REQUEST NO. 8: All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with OON Repricing Services and Repriced Claims.

RESPONSE:

II. Document Destruction

REQUEST NO. 9: All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Non-Zelis Defendants communicated about using OON Repricing Services, or otherwise communicated about suppressing payment for OON Services, or (b) that Zelis and one or more other Defendant communicated about using OON Repricing Services or otherwise communicated about suppressing payment for OON Services.

RESPONSE:

III. Structured Data

REQUEST NO. 10: Samples of Structured Data sufficient to show all Data Fields for each paid claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE:

REQUEST NO. 11: Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded

(character) data; (b) column/field descriptions for each field provided; (c) identification of the field(s) or set(s) of fields which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table used to merge databases or tables together. Data information and formatting should be consistent, including where data warehouses and standards have changed over time, and the identity of the directors, officers, employees, agents, and consultants assigned to data management responsibilities. If formatting or data field names have changed over the Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across data files.

RESPONSE:

IV. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 12: All documents and communication concerning Zelis’ OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, system, or other processes,, including but not limited to, any aspect of Your OON Claims Pricing generally, Your policies, procedures, and guidelines; factors or information You considered or used in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered or used; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, used, or propose or proposed for Pricing of OON Services.

RESPONSE:

REQUEST NO. 13: Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis’ OON Repricing Services including but not limited to:

- a. “Established Reimbursement Schedule” or “Established Reimbursement Solution®” (“ERS”);
- b. Referenced Based Pricing” (“RBP”);
- c. “Zelis Open Access Pricing®;”
- d. “Zelis Price Map;”
- e. “Zelis Intelligent Pricing Platform” (“ZIPP”);
- f. “Network 360®;” and
- g. “QuickReprice.”

RESPONSE:

REQUEST NO. 14: All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON Claims priced using Zelis’ OON Repricing Services.

RESPONSE:

REQUEST NO. 15: Documents sufficient to show the nature and scope of Your relationships with other Payers concerning OON Repricing Services, including, but not limited to, the identity of each Payer that used Zelis-related services during the Relevant Period, the specific Zelis

service(s) used directly or indirectly (e.g., ERS, RBP, ZIPP, QuickReprice, the Harmonization Index, etc.) and start and end dates of each Payer's use of those services; the total Provider-billed or Provider-invoiced charges for OON Services routed through Zelis' repricing services on a cumulative basis and on a Payer-by-Payer basis; the total allowed amounts calculated for those claims on collective or overall basis and on a Payer-by-Payer basis; the total amounts paid on those claims (whether paid by Zelis or paid by a Non-Zelis Defendant) on a cumulative basis and on a Payer-by-Payer basis; the method of calculating fees owed by each Non-Zelis Defendant to Zelis; and the total amounts paid by each Non-Zelis Defendant to Zelis for application, consideration, or use of Zelis' OON Repricing Services.

RESPONSE:

REQUEST NO. 16: Your source code (including programmer notes or comments) for any and all versions of any of Your OON Repricing Services, including all source code that was deployed to a production environment or testing environment.

RESPONSE:

V. Information Sharing

REQUEST NO. 17: All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in

any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis's client conference notes or transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.

RESPONSE:

REQUEST NO. 18: All documents related to Zelis' "Payments Harmonization Index," including, but not limited to, any and all such "Payments Harmonization Index" documents concerning any quantitative survey on which it is/was based, and any reports generated or otherwise created by or in relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE:

REQUEST NO. 19: All documents and communications related to any form of user groups or user advisory groups for any of Zelis' OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE:

REQUEST NO. 20: All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis in connection with Non-Zelis Defendants' use of Zelis' OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information, and/or the frequency with which the information is provided to Zelis.

RESPONSE:

REQUEST NO. 21: All documents and communications concerning two or more Payers' payment levels, pricing, influences on pricing, pricing changes, and/or pricing strategies, regardless of how such information was presented or conveyed, including those in which Zelis or any employee, executive, officer, director or representative of Zelis provided any information concerning one Payer's payment levels, claims pricing, or pricing strategies to another Payer, regardless of how such information was presented or conveyed, and regardless of the level of detail.

RESPONSE:

VI. Communications and Agreements with Payers

REQUEST NO. 22: All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE:

REQUEST NO. 23: All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreement or draft agreement among You and any Non-Zelis Payer.

RESPONSE:

REQUEST NO. 24: All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; any efforts by You to prevent Balance Billing in connection with OON Claims repriced by Zelis.

RESPONSE:

REQUEST NO. 25: All documents and communications related to any and all Providers' appeal or negotiation of Zelis-based repricing of Providers' claims, including, but not limited to any Provider suggesting indicating or communicating a decision to no longer to agree to treat Patients on an OON basis or no longer to agree to accept the Patients' OON insurance benefits (or the threat or possibility thereof).

RESPONSE:

VII. Market and Competitive Conditions

REQUEST NO. 26: All documents and communications concerning any analysis of pricing for OON Services including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers' actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE:

REQUEST NO. 27: All documents and communications concerning, any Zelis entity, including any of its acquired PPOs (occurring prior, before, or after acquisition by any Zelis entity), making one or more payments, in full or in part, to OON Providers for OON Healthcare Services.

RESPONSE:

REQUEST NO. 28: All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the Repricer market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE:

VIII. Regulatory, Litigation, and Investigations

REQUEST NO. 29: All documents and communications concerning Zelis' OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee, subcommittee, or member of the United States House of Representatives, United States Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE:

REQUEST NO. 30: Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE:

REQUEST NO. 31: All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected

violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Non-Zelis Defendant.

RESPONSE:

IX. Transparency in Coverage (“TIC”) Rule

REQUEST NO. 32: All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage (“TIC”) Rule including but not limited to (a) Your interest in or ability in using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made by Zelis to Non-Zelis Defendants, made by Zelis to the public, or made to Zelis by other Payers differ or exceed that as required by the TIC Rule.

RESPONSE:

REQUEST NO. 33: All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE:

Dated: May 26, 2026

Respectfully submitted,

/s/ Jason S. Hartley

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CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of May 2026, I electronically transmitted Plaintiffs' First Set of Requests for Production of Documents to Zelis Defendants to the following counsel of record:

Dated: May 26, 2026

/s/Jason Hartley

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EXHIBIT B

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

This Document Relates To:

All Actions

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

Consolidated with Case Nos.:

1:25-cv-11092-BEM

1:25-cv-11167-BEM

1:25-cv-11537-BEM

**DEFENDANT AETNA INC.’S RESPONSES AND OBJECTIONS TO
PLAINTIFFS’ FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO NON-ZELIS DEFENDANTS**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Defendant Aetna Inc. (“Aetna”)¹ responds and objects to Plaintiffs’ First Set of Requests for Production (“Requests”), dated May 26, 2026. Documents produced in response to the Requests will be produced in accordance with the forthcoming ESI Protocol and HIPAA-Qualified Protective Order, and as otherwise subject to the Federal Rules of Civil Procedure and Court order.

PRELIMINARY STATEMENT

The responses and objections set forth below are provided without prejudice to Aetna’s right to amend its responses and objections if additional documents or information come to its attention. This reservation is not to be construed as an undertaking by Aetna of an affirmative duty to alter, supplement, amend, or otherwise modify these responses and objections in any manner or at any time, except as otherwise required by law. Aetna’s responses and objections to

¹ For the avoidance of doubt, unless otherwise stated, references to “Aetna” herein refer to only Aetna Inc. and not any of Aetna Inc.’s subsidiaries or affiliates.

any Request are not an admission that Aetna accepts or admits the existence of any fact set forth in or assumed by such Request, nor are any responses and objections to any Request an indication that Aetna agrees with or adopts any characterization or statement within such Request. Any responses and objections to the Requests or any production of documents made by Aetna will be solely for the purpose of this action. Aetna does not waive or intend to waive, and instead preserves and intends to preserve: (a) the right to object on any grounds, at any time, to other discovery requests relating in any way to the subject of the Request to which Aetna has responded or objected; and (b) the right to object, on any proper ground (including without limitation grounds of competency, privilege, relevancy, materiality, confidentiality, authenticity, or admissibility) to the use of the responses, documents, or information provided by Aetna for any purpose, in whole or in part, in any subsequent proceeding, trial, arbitration, mediation, or other alternative dispute resolution in this or any other action. By making these responses and objections, Aetna does not concede that the documents sought are relevant or proportional to the needs of the case. Aetna is willing to meet and confer with Plaintiffs concerning the Requests and its responses and objections thereto.

GENERAL OBJECTIONS

Aetna generally objects to each and every Request as set forth below (the “General Objections”). Every other response herein incorporates, is subject to, and does not waive any of these General Objections. Unless otherwise stated, each General Objection shall have the same force and effect as if set forth in full in response to each Definition, Instruction, and Request.

1. Aetna objects to the Requests on the grounds that it has been improperly named as a party in this action. The “focus” of Plaintiffs’ theory of liability is that Aetna and “other Commercial Payer Defendants agreed to, and did, use Zelis’s repricing tools and share confidential

claims data to suppress OON payments to providers.” Mot. to Dismiss Op. at 21 (emphasis added) (citing Am. Compl. ¶¶ 1, 8, 198, 203-235, 238-239, 242, 246-248, 292, 296-298, 327, 330, 336, 363, 366, ECF No. 39), ECF No. 185. But, as Aetna has repeatedly informed Plaintiffs, Aetna has not used—nor has it entered into any agreements regarding the use of—the repricing tools from Zelis that Plaintiffs’ claim is premised on, Established Reimbursement Solution (“ERS”) or Reference Based Pricing (“RBP”). As Aetna has also informed Plaintiffs, Aetna is aware of one independent subsidiary, Meritain Health, Inc., that does use some of Zelis’s repricing tools on a subset of its claims, but Aetna itself did not engage in the core conduct underlying Plaintiffs’ theory of liability. Because Aetna has no involvement in (or connection to) the claim asserted in Plaintiffs’ complaint, it has limited information or materials relevant to any party’s claims or defenses in this matter.

2. Aetna objects to the Requests as overly broad and unduly burdensome to the extent that they seek to impose on Aetna any discovery obligation greater than or different from those imposed by the Federal Rules of Civil Procedure (the “Federal Rules”), by the Local Rules of the United States District Court for the District of Massachusetts (the “Local Rules”), or by any Order entered by the Court in these proceedings.

3. Aetna objects to the Requests to the extent that they seek the production of documents, information, or things protected by the attorney-client privilege, the attorney work-product doctrine, the joint defense privilege, the common interest doctrine, and/or any other applicable privilege, immunity, or protection. Aetna will provide only documents or information that it believes are non-privileged and otherwise properly discoverable. To the fullest extent allowable under Federal Rule of Evidence 502 and any other applicable law, and consistent with the Protective Order that will be entered in this case, any inadvertent identification or production

of any protected or privileged documents shall not constitute a waiver of any protection or privilege with respect to the documents produced or the subject matter thereof, or a waiver of Aetna's right to object to the use of any such information during trial, arbitration, mediation, or any subsequent proceeding or of Aetna's right to demand the return of any documents and information provided.

4. Aetna objects to the Requests to the extent that they call for the disclosure or production of information Aetna is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties.

5. Aetna objects to the Requests to the extent that they seek the production of "any," or "all" documents concerning a particular topic or topics insofar as those Requests are overly broad, unduly burdensome, or seek documents that are not relevant or proportional to the needs of the case. To the extent Aetna agrees to search for and produce documents in response to any of the below Requests, Aetna will only undertake a reasonable search of locations reasonably likely to contain relevant, responsive information, as stated in the individual response.

6. Aetna objects to the Requests as unduly burdensome to the extent that they purport to require Aetna to provide information beyond what is available to Aetna at present from a reasonable search of locations reasonably likely to contain relevant, responsive information.

7. Aetna objects to the Requests to the extent that they seek the production of documents that are not in Aetna's possession, custody, or control, including without limitation documents in the possession, custody, or control of a third party, on the grounds that such Requests are unduly burdensome and not proportional to the needs of the case.

8. Aetna objects to the Requests to the extent that they seek the disclosure of documents that are a matter of public record, are equally available to Plaintiffs, or are already in

Plaintiffs' possession, custody, or control, on the ground that such Requests are unduly burdensome and not proportional to the needs of the case.

9. Aetna objects to the Requests to the extent that they mischaracterize facts, assume facts not in evidence, or state or assume legal conclusions. By providing these responses and objections, Aetna does not adopt any characterization within any of the Requests nor does it admit the factual or legal premise of any of the Requests.

10. Aetna objects to the Requests to the extent that they are vague, ambiguous, incapable of reasonable ascertainment, or do not describe any category of documents with reasonable particularity.

11. Aetna objects to the Requests to the extent that they seek information not maintained in the ordinary course of business. Aetna further objects to any Request to the extent that it purports to require Aetna to formulate and/or compile information in manners in which Aetna does not otherwise formulate or compile in the ordinary course of business.

12. Aetna objects to the Requests to the extent that they demand complete production of documents and information "within 30 days following the date of service of these Requests." Subject to its general and Specific Objections, to the extent Aetna agrees to search for and produce documents in response to any of the below Requests, Aetna will produce documents and information on a rolling basis on a timetable consistent with the Court's scheduling order. *See* ECF No. 222.

13. Aetna reserves the right to supplement, revise, correct, clarify, or otherwise modify its Responses and Objections to the Requests. Aetna also reserves the right to assert any other applicable objections to the Requests, and to object to any other Request relating to the subject

matter of the responses herein. Aetna's response to any Request is not a waiver of any of these rights.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

Neither Aetna's responses and objections, nor any productions made pursuant to these Requests, reflects or is meant to reflect Aetna's agreement or adoption of any of Plaintiffs' Definitions. Aetna reserves all rights with respect to any and all such Definitions. In addition—

1. Aetna objects to Plaintiffs' definition of "Agreement" on the grounds that it is vague and ambiguous; is overly broad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; is not proportional to the needs of the case; and either purports to require Aetna to draw legal conclusions or is predicated on legal arguments, including (but not limited) to the extent that the Definition purports to (i) encompass "any meeting of the minds," "arrangements," "collaborations," "oral" agreements, "gentlemen's agreements," "understandings," and "undertakings"; and (ii) require that if any "statement of work, amendment, attachment, exhibit, or appendix is responsive, the entire Agreement must be produced." In responding to the Requests, Aetna will construe "Agreement" to mean non-privileged, written agreements for any products, services, licenses, leases, or other rights executed by the parties to such agreements.

2. Aetna objects to Plaintiffs' definition of "Balance Billing" because "process" and "any portion of its total billed charges" are vague, ambiguous, and indefinite. Aetna will interpret "Balance Bill" or "Balance Billing" as the amount a provider bills a patient for the difference between the amount the provider charges for OON Healthcare Goods and Services and the amount received from the patient's health plan, excluding amounts billed or paid for by patient responsibility (coinsurance or deductible).

3. Aetna objects to Plaintiffs’ definition of “Claims, Payment, and Contractual Information Data Fields” on the grounds that it is vague and ambiguous; is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including (but not limited) to the extent that this Definition purports to encompass “identification, assignment, maintenance, processing, handling, exchange, pricing, repricing, calculation, determination, modification, editing, updating, adjustment, deletion, distribution, communication, appeals, negotiation, location, or relationship-related information”—rendering the term so expansive as to be practically limitless. In responding to the Requests, Aetna will construe this term consistent with the ordinary meaning of claims, payment, and contractual data as maintained in Aetna’s systems.

4. Aetna objects to Plaintiffs’ definition of “Data Fields” and “Structured Data Fields” on the grounds that it is overly broad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including (but not limited) to the extent that this Definition purports to encompass any “field headings or field names” within “one or more databases or in one or more data tables” maintained by “Defendants or other Non-Parties, within which information possibly germane to this matter is maintained, organized, uploaded, downloaded, deleted, or otherwise managed, whether in whole or in part.” In responding to the Requests, Aetna will construe this term to refer to structured data fields in Aetna’s systems that are relevant and material to Plaintiffs’ claims as set forth in the Amended and Consolidated Class Action Complaint in the above-captioned matter and proportional to the needs of this case.

5. Aetna objects to Plaintiffs’ definition of “Document” or “Documents” on the ground that it is impermissibly broader than the definition set forth in Local Rule 26.5(c)(2), including (but not limited) to the extent that Plaintiffs purports to require this Definition to “be construed in its broadest sense.” In responding to the Requests, Aetna will construe this term in accordance with Fed. R. Civ. P. 34(a) and Local Rule 26.5(c)(2).

6. Aetna objects to Plaintiffs’ definitions of “Electronic Information Exchange Infrastructure” or “x12” as vague, overbroad, and unduly burdensome by purporting to include virtually any technology, system, or platform used by Aetna to “exchange ... information.” Aetna will interpret this term to refer to the ASC X12 transaction network, including EDI and related transaction sets, as those terms are commonly understood. In responding to the Requests, Aetna will construe this term to refer to Aetna’s systems and protocols for exchanging information under the Accredited Standards Committee X12 standard for electronic data interchange.

7. Aetna objects to Plaintiffs’ definition of “Non-Zelis Defendants” on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, and impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including (but not limited) to the extent that it purports to include “related companies, subsidiaries and affiliates” of each named Defendant without limitation as to time period, relevance, or proportionality. In responding to the Requests, Aetna will construe this term to refer collectively to Aetna Inc., The Cigna Group, Elevance Health, Inc., Humana Inc., and UnitedHealth Group. Further, Aetna does not interpret this term to impose any discovery obligation on any person who is not a party to the litigation.

8. Aetna objects to Plaintiffs’ definition of “OON Payer Market” because it presupposes the boundaries of the relevant antitrust market—a hotly contested question that the parties dispute and that is central to the merits of Plaintiffs’ claims. By responding to Requests

that incorporate this definition, Aetna does not in any way accept Plaintiffs' proposed definition of the relevant market. In responding to the Requests, Aetna will construe this term solely to refer to Plaintiffs' allegations regarding Plaintiffs' asserted market and does not admit those allegations or otherwise admit the existence of any market described in this Definition.

9. Aetna objects to Plaintiffs' definition of "OON Repricing Services" as vague, ambiguous, and misleading to the extent it suggests that the identified "product or service" set forth within the Definition "reprices, negotiates, or renegotiates the payment to a Provider for OON Services." Aetna also objects to this Definition as overbroad to the extent it encompasses "any product or service that reprices, negotiates, or renegotiates the payment to a Provider for OON Services." Aetna will interpret "OON Repricing Services" to refer to the Zelis services identified in Request No. 10. Aetna's use of this term as construed in its Responses and Objections does not constitute an admission regarding the nature or function of any particular product or service.

10. Aetna objects to Plaintiffs' definition of "Payer" as vague, ambiguous, and misleading, including without limitation to the extent it suggests that entities such as managed care organizations and third-party administrators "adjudicate[] or set[] process for Healthcare Services." In responding to the Requests, Aetna will construe this term to refer to the ordinary and customary meaning and usage of the terms payor or payer in the health insurance industry.

11. Aetna objects to Plaintiffs' definition of "Payment Harmonization Index" on the grounds that it is vague and ambiguous and assumes facts not in evidence, including (but not limited to) the Definition's assertion that an "industry benchmarking study [was] commissioned by Zelis." In responding to the Requests, Aetna will construe this term to refer to a report dated May 2022, prepared by Aite-Novarica, entitled "Payment Harmonization Index."

12. Aetna objects to the Plaintiffs’ definition of “Relevant Conduct” as overly broad and unduly burdensome to the extent that “Relevant Conduct” describes alleged conduct irrelevant to the claims and defenses of the case; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; is not proportional to the needs of the case; mischaracterizes facts; is based on disputed factual assertions; and assumes facts not in evidence, including (but not limited) to the extent that it encompasses “any of the conduct alleged in” the Complaint and is not limited to alleged conduct relevant to the claims and defenses of this case. Aetna does not concede that any “conduct” described in the Definition actually occurred or constitutes wrongdoing of any kind.

13. Aetna objects to Plaintiffs’ definition of “Repricer” on the grounds that it is vague and ambiguous; mischaracterizes facts; is based on disputed factual assertions; and assumes facts not in evidence, including (but not limited) to the Definition’s use of the term “often” and its assertion that Zelis or any other “third-party entity” “uses proprietary databases, methodologies, tools, and information-sharing technologies to determine and communicate adjusted OON payment amounts.” In responding to the Requests, Aetna will construe this term to refer to the ordinary meaning and usage of the term in the health insurance industry.

14. Aetna objects to Plaintiffs’ definition of “You” and “Your” on the grounds that it is vague, ambiguous, overbroad, and unduly burdensome to the extent that it purports to include Aetna’s “subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees.” In responding to the Requests, Aetna will construe “You” and “Your” to refer to Aetna. Further, Aetna does not interpret this term to impose any discovery obligation on any person who is not a party to the litigation, including Aetna’s subsidiaries.

15. Aetna objects to the Plaintiffs’ definition of “Structured Data” as overly broad and unduly burdensome to the extent it broadly encompasses “*any* electronic data that resides in a fixed field,” without excluding non-database file sources, such as unstructured electronic documents that happen to include information presented in columns or rows, or data that is irrelevant or disproportionate to the needs of the case.

16. Aetna objects to Instruction No. 1 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules, including (but not limited) to the extent that the Instruction demands supplementary responses within “seven (7) days of discovery or obtaining possession” “of any Document or ESI previously requested or required to be produced.” In responding to the Requests, Aetna will comply with its obligations under Federal Rule of Civil Procedure 26(e) and any applicable Court order.

17. Aetna objects to Instruction No. 4 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules. In responding to the Requests, Aetna will maintain a privilege log consistent with its obligations under Federal Rule of Civil Procedure 26(b)(5), the forthcoming ESI Protocol, and any other discovery agreements or orders applicable in this action.

18. Aetna objects to Plaintiffs’ Instructions 9 and 10 as unduly burdensome to the extent that they seek to impose obligations on Aetna that exceed any federal rule, local rule, or court order.

19. Aetna objects to Plaintiffs’ Instruction 12 and its definition of the “Relevant period” as overly broad and unduly burdensome to the extent that they call for the production of documents relating to the time period prior to January 1, 2016. Unless otherwise specified, Aetna will produce

data and/or documents relating to the time period from January 1, 2016 to present, subject to its General Objections and Specific Objections.

20. Aetna objects to Instruction No. 13 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules, including (but not limited) to the extent that it purports to dictate the format in which Aetna must produce “Samples of Structured Data.” In responding to the Requests, Aetna will produce documents and data in accordance with the forthcoming ESI Protocol.

21. Aetna objects to Instruction No. 14 on the grounds that it is vague and ambiguous; and is overbroad and unduly burdensome, including (but not limited) to the extent that the Instruction purports to require production of “documentation corresponding to and sufficient to understand all Samples of Structured Data.” Aetna further objects to this instruction to the extent that it purports to require Aetna to create documentation, compilations, or explanatory materials that do not exist in the ordinary course of Aetna’s business. In responding to the Requests, Aetna will search for and produce responsive documentation that exists in the ordinary course of Aetna’s business (if any), subject to its General and Specific Objections.

SPECIFIC OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION

I. Corporate Organization, Identity, and Relationships

REQUEST NO. 1: All Documents and Communications concerning Your corporate structure and that of all of Your affiliates, subsidiaries, or related entities that use, subscribe to, purchase, or otherwise benefit from Zelis’ OON Repricing Services.

RESPONSE:

Aetna incorporates its General Objections as if fully set forth herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as irrelevant, overly broad, and unduly burdensome to the extent that such documents do not exist and/or are not within Aetna’s

custody or control. Aetna also objects to this Request to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the work-product doctrine, or other applicable protection or immunity. Aetna further objects to this Request to the extent it seeks documents concerning affiliates, subsidiaries, or related entities that are not parties to this litigation. Aetna further objects to this Request on the ground that, to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis's ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant.

Aetna will not produce documents in response to this Request.

REQUEST NO. 2: Organizational charts and/or other documents sufficient to identify each of Your departments, divisions, business units, project groups, assigned personnel, or other organizational units (however labeled or referred to), and all personnel, involved in any Relevant Conduct, along with its or their positions, titles, roles, responsibilities, and the periods of time those positions, titles, roles, or responsibilities were held.

RESPONSE:

Aetna incorporates its General Objections as if fully set forth herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as irrelevant, overly broad, and unduly burdensome (1) to the extent that such documents do not exist and (2) to the extent that this Request purports to require Aetna to retrieve, formulate, and/or compile information in a manner beyond what it does in the ordinary course of business. Aetna also objects to Request No. 2 as irrelevant, overly broad, and unduly burdensome to the extent that "Relevant Conduct" includes conduct irrelevant to the claims and defenses of the case. Aetna further objects to this Request on the ground that to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis's ERS or RBP solutions at any time. Therefore, any request for organizational charts at Aetna is not relevant

to the case beyond the individuals Aetna identified in its initial disclosures who have knowledge of how Aetna does not use the repricing tools from Zelis that Plaintiffs' theory of liability is premised on.

Subject to and without waiving the foregoing objections, Aetna has produced organizational charts for the individuals Aetna identified in its initial disclosures who have knowledge of how Aetna does not use the repricing tools from Zelis that Plaintiffs' theory of liability is premised on. *See* AETNAZS0000000001; AETNAZS0000000003. Aetna is willing to meet and confer regarding additional organizational charts, if any, that Plaintiffs believe are relevant and proportional to the needs of the case.

REQUEST NO. 3: Your audited and unaudited financial statements, forecasts, profit and loss statements, earnings, costs, and expenses for each year, whether in draft or final form.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks drafts. Aetna further objects to this Request as overly broad, unduly burdensome, and irrelevant because it broadly seeks all "financial statements, forecasts, profit and loss statements, earnings, costs, and expenses," regardless of relevance to the claims and issues in this case. Aetna also objects to this Request as unduly burdensome to the extent it seeks information that is in the public record and/or equally available to Plaintiffs. Aetna objects to this Request to the extent that it seeks information protected by the attorney-client privilege, work product doctrine, or other applicable privilege or immunity. Aetna further objects to this Request on the ground that, to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not

entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. Therefore, any request for materials related to Aetna Inc.’s financial status is not relevant to the case.

Aetna is a public company whose financial filings are available in the public domain. Aetna will meet and confer with Plaintiffs regarding what additional information, if any, they seek.

REQUEST NO. 4: All documents and communications concerning communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare, technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it broadly seeks enumerated categories of documents and communications “concerning” “OON Repricing Services,” “OON Services,” “pricing of OON Services,” or “competition among Payers,” regardless of their relevance to Zelis, Zelis’s repricing products, including ERS and RBP, or the claims and issues in this action. Aetna further objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

REQUEST NO. 5: All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates,

whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with repricing of OON Claims.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “relating to” employee “reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates,” regardless of relevance to the claims and issues in this case. Aetna also objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity. Aetna objects to the Request because “associated with repricing of OON claims” is vague, ambiguous, and indefinite. Aetna further objects to this Request as irrelevant because employee compensation and performance bears little relevance to the claims and issues in this litigation. Plaintiffs’ allegations concern pricing and payment of OON healthcare services. Aetna also objects to this Request to the extent it seeks confidential personnel information protected from disclosure under applicable privacy laws and regulations. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. Therefore, there can be no relevant purpose for seeking the requested information regarding Aetna employees.

Aetna will not produce documents in response to this Request.

REQUEST NO. 6: All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Payers communicated about OON Repricing Services, or otherwise

communicated about suppressing payments for OON Services; or (b) that Zelis and one or more Payers communicated about using OON Repricing Services or otherwise communicated about suppressing payments for OON Services.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. Aetna also objects to this Request because “discovery on discovery” is not permitted unless a party’s discovery compliance has reasonably been drawn into question. No grounds for such inquiry have been alleged here.

Aetna will not produce documents in response to this Request.

II. Structured Data

REQUEST NO. 7: Samples of Structured Data sufficient to show all Data Fields for each paid Claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE:

Aetna incorporates its General Objections as if fully set forth herein. Aetna objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent it calls for “Samples of Structured Data,” insofar as it extends beyond the “data fields, along with their respective location,” identified in the Court’s May 20, 2026 Scheduling Order (ECF No. 222). Aetna further objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks data or fields of data prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control.

Subject to and without waiving the foregoing objections, Aetna agrees to produce documents sufficient to show the structured data fields in Aetna's systems that are relevant and material to Plaintiffs' claims as set forth in the Amended and Consolidated Class Action Complaint in the above-captioned matter and proportional to the needs of this case.

REQUEST NO. 8: Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the containing database(s), the field or set of field(s) which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table to merge databases or tables together. Data information and formatting should be consistent, including the physical and virtual location of the data, where data warehouses and standards have changed over time, and the identity of the directors, officers, employees, agents, and consultants assigned to data management responsibilities. If formatting or data field names have changed over the Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across physical and virtual locations and data files.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna's possession, custody, or control. Aetna objects to this Request to the extent it purports to impose obligations on Aetna to create or compile information in a manner in which Aetna does not create or compile information in the ordinary course of business.

Aetna will produce documents sufficient to show the definition of the structured data fields that Aetna produces.

III. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 9: All documents and communication concerning Zelis’ OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, systems, or other processes, including, but not limited to, any aspect of Your Pricing for OON Services generally, Your policies, procedures, and guidelines; factors or information You considered consider, used, use, proposed, or propose in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered, consider, used, use, proposed, or propose; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, consider, used, use, proposed or propose for Pricing of OON Services.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “concerning” “*any* aspect” of Aetna’s “Pricing for OON services generally,” regardless of relevance to the particular claims and issues in this case. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna objects to this Request insofar as it suggests that Aetna determines prices for out-of-network services, as opposed to, for example, plan sponsors who make elections that inform the administering of claims. Aetna objects to this Request to the extent it seeks disclosure of information protected by the attorney-client privilege, work-product doctrine, or other applicable privilege or immunity.

Aetna will meet and confer with Plaintiffs to develop reasonable and proportionate ESI search parameters. Subject to and without waiving its General or Specific Objections, Aetna will

produce responsive, non-privileged documents regarding the Zelis services identified in Request No. 10 that it identifies pursuant to agreed search parameters.

REQUEST NO. 10: Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis’ OON Repricing Services including but not limited to:

- a. “Established Reimbursement Schedule” or “Established Reimbursement Solution®” (“ERS”);
- b. Referenced Based Pricing” (“RBP”);
- c. “Zelis Open Access Pricing®;”
- d. “Zelis Price Map;”
- e. “Zelis Intelligent Pricing Platform” (“ZIPP”);
- f. “Network 360®;” and
- g. “QuickReprice.”

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna also objects to Request No. 10 as overly broad, unduly burdensome, disproportionate to the needs of the case, and not seeking relevant information to the extent that it seeks documents not related to Zelis’s OON repricing or negotiation services. By responding to

and/or referencing this Request, Aetna does not in any way adopt Plaintiffs' characterization of the nature or function of the particular products or services identified. Aetna also objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna further objects to this Request as unduly burdensome and not proportional to the needs of the case to the extent it purports to impose on Aetna an obligation to create or compile information in a manner not created or compiled in the ordinary course of business.

Aetna will meet and confer with Plaintiffs to develop reasonable and proportionate ESI search parameters. Subject to and without waiving its General or Specific Objections, Aetna will produce responsive, non-privileged documents regarding the Zelis services identified in Request No. 10 that it identifies pursuant to the agreed search parameters.

REQUEST NO. 11: All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON claims priced, in whole or in part, using Zelis' OON Repricing Services.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it broadly seeks "all" documents and communications "regarding" insurance claim files and ERA forms, regardless of their relevance to the claims and issues in this case. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request on the ground that, to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis's ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna

objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information about non-parties to this Action. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that are not within Aetna's possession, custody, or control.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

IV. Information Sharing

REQUEST NO. 12: All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis's client conference notes or transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks "all" documents and communications "related to meetings" between or among "current or former officers, directors, employees, or agents" of numerous enumerated entities "concerning in any way OON claims, payments, or contractual information," regardless of relevance to the claims and issues in this case. Aetna objects to the Request as

unreasonably expansive and disproportionate to the extent it purports to require production of “hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.” Aetna also objects to this Request because “DeSantis Breindel,” “Availity,” and “AHIP” are undefined, and because “concerning in any way” is vague, ambiguous, and indefinite. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control.

Subject to and without waiving its General or Specific Objections, Aetna will produce responsive, non-privileged documents concerning the “annual client conferences” hosted by Zelis that are referenced in Plaintiffs’ Complaint. Aetna is willing to meet and confer with Plaintiffs to develop reasonable and proportionate ESI search parameters for that production.

REQUEST NO. 13: All documents related to Zelis’ “Payments Harmonization Index,” including, but not limited to, any and all such “Payments Harmonization Index” documents concerning any quantitative survey on which it is/was based, any reports generated or otherwise created by or in relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control, including documents in the possession of Zelis or other non-Zelis entities. Aetna further objects to this Request to the extent it seeks information

that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

REQUEST NO. 14: All documents and communications related to any form of user groups or user advisory groups (i.e., any group formed for the purpose of providing feedback, advice, or comment) for any of Zelis' OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks "all" documents and communications "related to any form of user groups or user advisory groups" for "any" of Zelis' OON Repricing Services, regardless of relevance to the claims and issues in this case. Aetna also objects to this Request because "user groups" and "user advisory groups" are vague, ambiguous, and indefinite. Aetna further objects to this Request to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna's possession, custody, or control. Aetna also objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity. Aetna further objects to this Request on the ground that, to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis's ERS or RBP solutions at any time.

Aetna will meet and confer with Plaintiffs to develop reasonable and proportionate ESI search parameters. Subject to and without waiving its General or Specific Objections, Aetna will

produce responsive, non-privileged documents regarding the Zelis services identified in Request No. 10 that it identifies pursuant to the agreed search parameters.

REQUEST NO. 15: All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis or that Zelis is required to provide Payers in connection with Payers' use of Zelis' OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information, the frequency with which the information is provided from one or more Payers to Zelis, and/or the frequency with which the information is provided from Zelis to one or more Payers.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks "all" documents and communications "regarding information Non-Zelis Defendants provide or are required to provide Zelis or that Zelis is required to provide Payers," regardless of relevance to the claims and issues in this case. Aetna further objects to this Request on the ground that, to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis's ERS or RBP solutions at any time. Aetna also objects to this Request to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna's possession, custody, or control, including information regarding what other Non-Zelis Defendants provide or are required to provide Zelis. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity. Aetna also objects to this Request to the extent it is duplicative of Plaintiffs' other Requests seeking agreements and structured data.

Aetna will not produce documents in response to this Request.

V. Communications and Agreements with Payers

REQUEST NO. 16: All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna's possession, custody, or control. Aetna objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks "all" documents and communications "concerning *any* Plaintiffs" regardless of relevance to the claims and issues in this case. Aetna further objects to this Request to the extent it is duplicative of Plaintiffs' Structured Data Requests. Aetna also objects to this Request to the extent it seeks information that is equally available to Plaintiffs.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

REQUEST NO. 17: All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreements, including, but not limited to, agreements concerning the exchange or delivery of Claims, payment, pricing, or contractual information, as well as agreements to pay Zelis a commission or other compensation based in any way on the savings from Zelis's OON Repricing Services, any disclosures of such commissions or agreements, and any reports or summaries of such paid commissions or incentives.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “related to *any* offer, proposal, draft, pitch, discussion, or negotiation of any Agreement . . . ,” without regard for relevance to the claims and issues in this case. Aetna also objects to this Request as vague and ambiguous to the extent the phrase “any agreement” could be construed to encompass agreements unrelated to OON repricing services or OON claims processing. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna also objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, the work product doctrine, or any other applicable protection or immunity. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control.

Subject to and without waiving the foregoing objections, Aetna agrees to produce final and/or executed contracts, statements of work, amendments, attachments, and exhibits in effect between Aetna and Zelis during the relevant time period.

REQUEST NO. 18: All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; and any efforts by You to prevent Balance Billing in connection with OON Claims.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “related to” balance billing with respect to “OON Services,” regardless of relevance to the particular claims and issues in this case. Aetna also objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time.

Aetna will not produce documents in response to this Request.

REQUEST NO. 19: All documents and communications related to any Provider no longer agreeing to treat Patients on an OON basis or accept Patients’ OON insurance benefits (or the threat or possibility thereof), including:

- a. the Provider’s stated, inferred, likely, or assumed reasons for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits;
- b. the actual or anticipated impact on Patient access to care, network adequacy, or member satisfaction; and
- c. any internal assessment, analysis, or response by You regarding such Provider conduct or its consequences.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and

Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “related to any healthcare Provider no longer agreeing to treat Patients on an out-of-network basis or accept their out-of-network insurance benefits” regardless of relevance to the claims and issues in this case. Aetna also objects to this Request because “inferred, likely or assumed reasons” is vague, ambiguous, and indefinite. Aetna objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna further objects to the Request to the extent it seeks material protected by the attorney client privilege, work product doctrine, or other applicable immunity or privilege. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time.

Aetna will not produce documents in response to this Request.

VI. Market and Competitive Conditions

REQUEST NO. 20: All documents and communications concerning any analysis of any Payers’ Pricing for OON Services (including, without limitation, Yours) or pricing in the OON Payer Market generally, including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers’ actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and

Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it incorporates or relies upon Plaintiffs’ definition of “OON Payer Market,” which presupposes a definition of the relevant antitrust market that is hotly contested, that Aetna does not accept, and that is central to the merits of Plaintiffs’ claims. By responding to this Request, Aetna does not in any way accept, adopt, endorse, or concede the validity of Plaintiffs’ proposed market definition. Aetna reserves all rights to dispute the existence, scope, and boundaries of any alleged relevant market. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because “any analysis” is vague, ambiguous, and indefinite. Aetna also objects to this Request to the extent it seeks disclosure of information protected by the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity. Aetna also objects to this Request to the extent it seeks information that is the appropriate subject of expert discovery. Aetna will make required disclosures during the expert discovery period. Aetna further objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time.

Aetna will not produce documents in response to this Request.

REQUEST NO. 21: All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it incorporates or relies upon Plaintiffs’ definition of “OON Payer Market,” which presupposes a definition of the relevant antitrust market that is hotly contested, that Aetna does not accept, and that is central to the merits of Plaintiffs’ claims. By responding to this Request, Aetna does not in any way accept, adopt, endorse, or concede the validity of Plaintiffs’ proposed market definition. Aetna reserves all rights to dispute the existence, scope, and boundaries of any alleged relevant market. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it broadly seeks “all” documents and communications “analyzing or reflecting” Aetna’s “market share” or the “market presence of . . . competitors.” Aetna also objects to this Request because “market presence” and “competitive position” are vague and undefined terms. Aetna further objects to this Request to the extent it seeks information that is the appropriate subject of expert discovery. Aetna will make required disclosures during the expert discovery period. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, the work product doctrine, or any other applicable protection or immunity. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time.

Aetna will not produce documents in response to this Request.

VII. Regulatory, Litigation, and Investigations

REQUEST NO. 22: All documents and communications concerning Zelis’ OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee, subcommittee, or member of the United States House of Representatives, United States Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks information protected from discovery by the attorney-client privilege, work product doctrine, or any applicable privilege or immunity. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “concerning . . . OON pricing generally” that has been provided to “*any* government entity” regardless of relevance to the claims and issues in this case. Aetna objects to this Request as irrelevant to the extent it seeks information based on its prior production history, if any, rather than based on its substantive relevance to the claims and issues in this case. Aetna further objects to this Request to the extent it seeks materials subject to grand jury secrecy requirements under Federal Rule of Criminal Procedure 6(e) or other confidentiality protections applicable to submissions made to governmental entities.

Aetna will not produce documents in response to this Request.

REQUEST NO. 23: Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data

on Your employees' mobile devices.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna also objects to this Request as overly broad and irrelevant to the extent it seeks information not relevant to the claims and issues in this case regarding the pricing and payment of OON services. Aetna also objects to this Request because "discovery on discovery" is not permitted unless a party's discovery compliance has reasonably been drawn into question. No grounds for such inquiry have been alleged here.

Aetna will not produce documents in response to this Request.

REQUEST NO. 24: All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Payer.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client

privilege, work-product doctrine, or any other applicable protection or immunity. Aetna also objects to this Request as overly broad and unduly burdensome because it broadly seeks “all” non-privileged documents and communications “related to internal or external inquiry or investigation requested” by Aetna concerning the categories enumerated in (a) through (f) regardless of relevance to the claims and issues in this case. Aetna further objects to this Request because “inquiry or investigation” is vague, ambiguous, and indefinite. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, the work product doctrine, or any other applicable protection or immunity. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time.

Aetna will not produce documents in response to this Request.

VIII. Transparency in Coverage (“TIC”) Rule

REQUEST NO. 25: All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage (“TIC”) Rule including, but not limited to, (a) Your interest in or ability to using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made to Zelis, made by Zelis to Payers (including, but not limited to, You), made by Zelis to the public, made by Payers (including, but not limited to, You) to the public, or made by one Payer (including, but not limited to, You) to one or more other Payers (including, but not limited to, You), differ or exceed that as required by the TIC Rule.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “concerning, reflecting, or

containing information” about Aetna’s compliance with the Transparency in Coverage Rule, regardless of relevance to the particular claims and issues in this case. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna also objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity.

Aetna will not produce documents in response to this Request.

IX. Claims Processing

REQUEST NO. 26: All documents and communications related to transaction information transmitted via any used or applied transaction technologies or transaction networks, including, but not limited to, the Electronic Information Exchange Infrastructure (or Electronic Data Interchange), for repriced claims for OON Services, including, without limitation, why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “relating to” “transaction information” transmitted by “*any* used or applied transaction technologies or transaction networks” for “repriced claims for OON Services,” regardless of relevance to the particular claims and issues in this case, including to the extent it seeks information about services not relevant to the claims and issues in this case. Aetna further objects to this Request on the ground that it is ambiguous, vague, and/or indefinite since it fails to define the terms “transaction information,” “transaction

technologies,” or “transaction networks.” Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna also objects to this Request as unduly burdensome and not proportional to the needs of the case to the extent it purports to impose on Aetna an obligation to create or compile information in a manner not created or compiled in the ordinary course of business. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time.

Aetna will not produce documents in response to this Request.

X. Financial Documents

REQUEST NO. 27: Documents sufficient to show Your charges and spending on costs related to the use of each of Zelis’ OON Repricing or other types of services performed by Zelis, including but not limited to: (a) the amount of money that You charged to each of Your Subscribers on a monthly, quarterly, and annual basis or any other form of fee charged to a Subscriber in exchange for setting, adjudicating, or negotiating prices for OON Services that are lower than billed charges for those OON Services; (b) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for Zelis’ OON Repricing Services separated by service; (c) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for the use of any of Zelis’ PPO networks; (d) any efforts by You or any other Payer to reduce or alter the amounts owed to Zelis, and the basis thereof; (e) access to any other Payor’s claim information that is not Yours.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request as overly broad, unduly burdensome, and irrelevant insofar as it seeks information prior to January 1, 2016. Aetna objects to this Request to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna’s possession, custody, or control, including documents in the possession of Zelis or other non-Zelis entities. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any

agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity.

Aetna will meet and confer with Plaintiffs to develop reasonable and proportionate ESI search parameters. Subject to and without waiving its General or Specific Objections, Aetna will produce responsive, non-privileged documents sufficient to show that Aetna does not use Zelis’s ERS or RBP solutions.

XI. Market and Competitive Conditions

REQUEST NO. 28: All documents and communications concerning, reflecting, or containing information about any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations, whether made by You, Zelis, or any Payer, that Zelis had the power, information, capability, or resources to compete against You or other Payers as a PPO.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications concerning “any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations” regarding Zelis’s alleged “power, information, capability, or resources” to compete as a PPO, regardless of relevance to the claims and issues in this case. Aetna also objects to this Request because certain terms, including “threats,” “indications,” “suggestions,” “suspicions,” “rumors,” “conclusions,” and “considerations,” are vague, ambiguous, and indefinite. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product

doctrine, or any other applicable protection or immunity. Aetna also objects to this Request as overly broad and unduly burdensome to the extent it seeks from Aetna materials that do not exist and/or are not within Aetna's possession, custody, or control. Aetna further objects to this Request to the extent it assumes contested facts about Zelis's competitive posture or capabilities, which Aetna does not adopt or concede. Aetna also objects to this Request to the extent it seeks information that is the appropriate subject of expert discovery; Aetna will make required disclosures during the expert discovery period.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

XII. Use of OON Repricing Services and Methods

REQUEST NO. 29: All documents and communications related to any Payer's use, consideration, or analysis of Zelis' OON Repricing Services, including:

- a) any Payer's consideration, discussion, or analysis of the benefits, strengths, weaknesses, detriments, or concerns associated with using any of Zelis' OON Repricing Services or entering into an Agreement with Zelis to use any of Zelis' OON Repricing Services;
- b) any pricing rules, methodologies, or procedures used by any Payer that utilizes any of Zelis' OON Repricing Services, including preference forms, any pricing or operational overrides, caps, benchmarks, elected percentiles, rules for the treatment of claims where Zelis' OON Repricing Services cannot achieve a specified target price for an OON Service, or rules for how claims are priced;
- c) the underpayments or alleged savings generated by any Payer utilizing Zelis' OON Repricing Services, including any explanation of how those underpayments or alleged savings are calculated;
- d) proposed or actual changes that Zelis suggested or advocated to any Payer, including, but not limited to, You, concerning how that Payer implemented or used any of Zelis' OON Repricing Services, including, but not limited to, caps, benchmarks, elected percentiles, and/or negotiation parameters;
- e) any Payers' consideration, analysis, rejection, approval, or adoption of any change to how they implement or utilize any of Zelis' OON Repricing

Services and the reasons for such a change;

- f) any Payer's consideration or analysis of actually or potentially discontinuing, pausing, curtailing, or terminating the use of any of Zelis' OON Repricing Services;
- g) any deviations or divergences from the prices that any of Zelis' OON Repricing Services set for an OON Service and the amount that a Payer paid to a Provider for the OON Service, including the frequency of such deviations or divergences and the reasons for such deviations or divergences;
- h) any group or meeting of two or more Payers to discuss their implementation of any of Zelis' OON Repricing Services or potential changes to any of Zelis' OON Repricing Services;
- i) any consideration, analysis, study or discussion of any other Payer's use of Zelis' OON Repricing Services; and
- j) internal discussions and communications regarding reports, market intelligence, and information about other Payers, including competitors, provided by Zelis and including any efforts by Zelis or You to de-anonymize this information.
- k) the inclusion, substitution, exploitation, benchmarking, benefits provided from, analyses provided from, or consideration of the use of Zelis's OON Repricing technologies, services, products, schedules, tools, or methodologies by, within, or in relation to repricing provided by one or more rival Repricers or rival repricing services or products.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks "all" documents and communications "related to any Payer's use, consideration, or analysis" of Zelis' OON Repricing Services, regardless of relevance to the claims and issues in this case. Aetna further objects to this Request on the ground that it is ambiguous,

vague, and/or indefinite since it fails to define the terms “target price,” “rules for how claims price,” “deviations,” or “divergences.” Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna also objects to this Request to the extent it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna further objects to this Request to the extent it seeks disclosure of information protected by the attorney-client privilege, work-product doctrine, or other applicable privilege or immunity.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

XIII. Information Sharing

REQUEST NO. 30: All documents and communications concerning the means, methods, or policies for setting the amounts for pricing of OON Services by or for any Payer other than You, including any effort by You to determine such information.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna also objects to this Request as irrelevant, overly broad, and unduly burdensome to the extent “pricing of OON Services” encompasses matters beyond the claims and issues in this case. Aetna further objects to this Request because “means, methods, or policies” and “pricing of OON Services by or for any Payer other than You” are vague, ambiguous, and indefinite. Aetna also objects to this Request to the extent that it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna further objects to this Request to the extent it seeks disclosure of

information protected by the attorney-client privilege, work-product doctrine, or other applicable privilege or immunity. Aetna further objects to this Request on the ground that to the best of Aetna's knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis's ERS or RBP solutions at any time. Because Aetna is an improperly named party to this action, this Request seeks documents that are of limited relevance to the claims and issues in this case.

Aetna will not produce documents in response to this Request.

REQUEST NO. 31: All documents and communications related to the following aspects of any of Zelis' OON Repricing Services (including but not limited to RBP, ERS, QuickReprice, Payment Harmonization Index, etc.):

- a) the data sources utilized by Zelis' OON Repricing Services, including whether that data is anonymized, whether that data is publicly available, the most granular level at which the respective OON Repricing Service displays data to users, and recency of the data that the respective OON Repricing Service displays to users;
- b) the actual and claimed capabilities of each respective OON Repricing Service;
- c) marketing materials for each respective OON Repricing Service;
- d) meetings between Zelis and any Payer (including, but not limited to, You) concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, and discussions concerning those meetings;
- e) meetings between You and any other Payer concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, and discussions concerning those meetings;
- f) implementation and implementation-related guidance for the respective OON Repricing Service; and
- g) agreements concerning the use of the respective OON Repricing Service.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “related to” numerous aspects of “any” of Zelis’ OON Repricing Services, regardless of relevance to the claims and issues in this case. Aetna further objects to this Request as irrelevant, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it equates “benchmark[ing] stud[ies]” with “OON Repricing Services.” Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna also objects to this Request to the extent it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity. Aetna further objects to this Request as duplicative of other Requests, including Request Nos. 9, 10, 14, 17, and 29.

Subject to and without waiving its General or Specific Objections, Aetna is willing to meet and confer with Plaintiffs regarding this Request.

XIV. Customer Disclosures and Representations

REQUEST NO. 32: All disclosures, Health Plan information, and summary plan descriptions for Your health insurance coverage or administrative services, whether offered on a fully-insured basis or administrative services only basis, relating to: (a) Your use of any product or service provided by Zelis to price OON Services; (b) any fees charged by You to a Subscriber or Patient in exchange for setting, adjudicating, negotiating, or paying prices for OON Services that are lower than billed charges for those OON Services; and (c) for each Health Plan, including, but not limited

to, any and all PPOs offered by You, any and all U.S. states, districts, and territories where such plans were offered, along with any changes in the locations of where such offerings were made available to consumers, patients, employers, and/or subscribers during the Relevant Period.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that it seeks “all” disclosures, Health Plan information, and summary plan descriptions relating to Pricing for OON Services. Aetna further objects to this Request on the ground that, to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. This Request therefore seeks documents that do not exist as to Aetna Inc. or are not relevant. Aetna also objects to this Request to the extent it seeks from Aetna materials that are not within Aetna’s possession, custody, or control. Aetna further objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or any other applicable protection or immunity.

Aetna will not produce documents in response to this Request.

REQUEST NO. 33: All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE:

Aetna incorporates its General Objections, including its Objections to Definitions and Instructions, as if set forth fully herein. Aetna objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. Aetna further

objects to this Request to the extent it seeks information that is protected by the attorney-client privilege, work-product doctrine, or other applicable protection or immunity. Aetna also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it broadly seeks “all” documents and communications “regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action” taken toward “any” of Aetna’s Employees for “violation or suspected violation” of “any” of Aetna’s policies “concerning interaction with a competitor,” regardless of relevance to the claims and issues in this case. Aetna further objects to this Request because “policies concerning interaction with a competitor” is vague, ambiguous, and undefined. Aetna further objects to this Request to the extent it seeks confidential personnel information protected from disclosure under applicable privacy laws and regulations. Aetna further objects to this Request on the ground that to the best of Aetna’s knowledge after reasonable investigation, Aetna Inc. has not used—and has not entered into any agreement regarding the use of—Zelis’s ERS or RBP solutions at any time. Therefore, there can be no relevant purpose for seeking the requested information regarding Aetna employees.

Aetna will not produce documents in response to this Request.

Dated: June 25, 2026

Respectfully Submitted,

/s/ Katherine Trefz

Jonathan B. Pitt

Katherine A. Trefz

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Certificate of Service

I hereby certify that, on this 25th day of June, 2026, I caused a genuine copy of Aetna's Responses and Objections to Plaintiffs' First Set of Requests for Production to be served by electronic mail upon the following individuals who serve as interim Co-Lead Counsel for Plaintiffs and the Putative Class:

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Noah McCullough

EXHIBIT C

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

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

This Document Relates to:
All Actions

)
) Lead Action Civil Action No.:
) 1:25-cv-10734-BEM
)
) Consolidated with Case Nos.:
) 1:25-cv-11092-BEM
) 1:25-cv-11167-BEM
) 1:25-cv-11537-BEM
)

**THE CIGNA GROUP’S RESPONSES AND OBJECTIONS
TO PLAINTIFFS’ FIRST SET OF REQUESTS FOR PRODUCTION**

Pursuant to Federal Rules of Civil Procedure 26 and 34 and Local Rule 34.1, The Cigna Group hereby objects and responds as follows to Plaintiffs’ First Set of Requests for Production of Documents to Non-Zelis Defendants, dated May 26, 2026 (the “Requests” and each, a “Request”).

The Cigna Group is not a proper party to this Action because The Cigna Group did not enter into any relationship, agreement, or transaction with Plaintiffs or the other Defendants that form the basis of the claims asserted, and The Cigna Group did not operate or administer health plans or healthcare claims. “Cigna” will be used to refer to The Cigna Group affiliates that operate health plans and administer claims for health plans. The use of “Cigna” in the responses below does not concede that any entity is a proper defendant in this Action, and The Cigna Group reserves all rights regarding the proper named defendant. *See* The Cigna Group’s Answer to Plaintiffs’ Amended and Consolidated Class Action Complaint (ECF No. 232) at 1 & ¶ 35; *see also* The Cigna Group’s May 26, 2026 Supplemental Rule 26(a)(1) Initial Disclosures.

GENERAL OBJECTIONS

Cigna makes the following objections to the Requests, which form a part of Cigna’s response to each and every Request and are set forth here to avoid repetition and duplication.

Although some or all of these General Objections may be specifically invoked in response to a specific Request, failure to mention a General Objection specifically should not be construed as a waiver of any General Objection.

1. By responding to and/or objecting to a Request, and in making available any of the information sought in a Request, Cigna does not concede the truth or accuracy of any of Plaintiffs' characterizations or conclusions of fact or law, the factual assertions or assumptions contained in that Request, or the relevance, authenticity, materiality, propriety, and admissibility thereof. Cigna expressly reserves the right to make any and all such objections at any time up to and including the time of any trial, including at any proceeding relating to this Action. Cigna's response to a particular Request shall not be deemed an admission or acknowledgment that such Request calls for information that is relevant to the subject matter of this Action.

2. Cigna objects to the Requests to the extent that they mischaracterize facts, are based on disputed factual assertions, and/or assume facts not in evidence. By providing these Responses and Objections, Cigna does not adopt any factual characterization, assertion, or premise in any of the Requests. Further, Cigna's use of any term defined in the Requests does not admit the truth, accuracy, or completeness of any such defined term.

3. Cigna objects to the Requests to the extent that they purport to require Cigna to draw legal conclusions, or are predicated on legal conclusions or arguments. Subject to and without waiver of any objections, Cigna states that any written response, production of documents, or disclosure of information in response to the Requests is not intended to provide, and shall not constitute or be construed as providing, any legal conclusion or admission.

4. Cigna objects to any contention by Plaintiffs that a response to any Request implies that documents responsive to such Request exist.

5. Cigna objects to the Requests as overly broad and unduly burdensome to the extent that they seek to impose on Cigna any discovery obligations that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure (the “Federal Rules”), the Local Rules of the United States District Court for the District of Massachusetts (the “Local Rules”), the parties’ forthcoming Stipulated Order Regarding Production of Electronically Stored Information and Paper Documents (the “ESI Protocol Order”), the parties’ forthcoming Stipulated HIPAA-Qualified Protective Order (the “Protective Order”), or any other orders to be entered by the Court. Cigna will respond to each of the Requests in accordance with its obligations under the Federal Rules of Civil Procedure, the Local Rules, applicable case law, the ESI Protocol Order, the Protective Order, and any other applicable orders.

6. Cigna objects to the Requests to the extent that they call for the production of documents in a manner inconsistent with any Order entered by the Court in this Action, including the parties’ forthcoming ESI Protocol Order, the Protective Order, and any other orders to be entered by the Court.

7. Cigna objects to the Requests to the extent that they call for the production of documents or information that is not relevant to the claims or defenses of any party or proportional to the needs of the case. Cigna further objects to the Requests to the extent that they seek documents of only marginal relevance, which relevance is substantially outweighed by the burden imposed on Cigna in having to search for and produce any such documents.

8. Cigna objects to the Requests as overly broad, unduly burdensome, and not relevant or proportional to the needs of the case to the extent that the Requests seek the production of “any” or “all” documents relating to a specific topic or topics. Consistent with Cigna’s obligations under the Federal Rules of Civil Procedure and the Local Rules, and subject to the stated objections, any

statement herein that Cigna will produce documents responsive to a specific Request means that Cigna will conduct a reasonably diligent search for documents in its possession, custody, and control.

9. Cigna objects to the Requests to the extent that they are unreasonably cumulative or duplicative.

10. Cigna objects to the Requests as unduly burdensome to the extent that they purport to require Cigna to produce documents or information beyond what is available to Cigna at present from a reasonable search of locations reasonably likely to contain relevant, responsive information.

11. Cigna objects to the Requests as unduly burdensome to the extent that they purport to require Cigna to produce documents or information that is not reasonably accessible, including any instruction that calls for the production of any data that has been backed up or archived.

12. Cigna objects to the Requests to the extent that they purport to require Cigna to produce documents or information that do not already exist and/or call for information in a format other than that in which it is ordinarily maintained by Cigna.

13. Cigna objects to the Requests to the extent that they call for the production of documents or information that is protected by attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine protecting documents or information from disclosure, including the joint defense or common interest privilege. Specific objections on the grounds of privilege are provided for emphasis and clarity only, and the absence of a specific objection should not be interpreted as evidence that Cigna does not object to a specific Request on the basis of an applicable privilege. To the extent that Cigna agrees to produce documents in response to any Request, Cigna will produce only documents or information that it believes are non-privileged and otherwise properly discoverable. Any inadvertent disclosure of any privileged

information to Plaintiffs shall not be deemed or construed to constitute a waiver of any privilege, any other doctrine against disclosure, or Cigna's right to object to the use of any document inadvertently disclosed. Pursuant to the Protective Order and ESI Protocol Order, Cigna reserves the right to demand that Plaintiffs return to it or destroy any document that appears on its face to have been inadvertently produced.

14. Cigna objects to the Requests to the extent that they call for the disclosure or production of information that Cigna is prohibited from disclosing by operation of confidentiality obligations or agreements with third parties, including but not limited to Cigna's clients and business partners, court order, statute, rule, regulation, or other law.

15. Cigna objects to the Requests as unduly burdensome and disproportionate to the needs of this case to the extent that they call for the production of documents or information that are not within Cigna's possession, custody, or control, including but not limited to documents in the possession, custody, or control of a third party. By making these objections and responses, Cigna does not concede that they have in their possession, custody, or control any documents responsive to a particular Request.

16. Cigna objects to the Requests to the extent that they call for documents or information that are in the public domain, are equally available to Plaintiffs, or are already in the Plaintiffs' possession, custody, or control.

17. Cigna objects to the Requests to the extent that they purport to require Cigna to conduct its discovery searches, collection, or review in a specific manner regardless of burden or cost, including but not limited to purporting to require Cigna to review documents through manual review rather than through TAR and/or as refined through search terms. Cigna further objects to the Requests as unduly burdensome to the extent that they disregard that the approach and scope

of a good-faith and reasonable search may vary by volume on a Request-by-Request basis. To the extent that Cigna has agreed to conduct a good-faith and reasonable search in response to any Request, it does so based on its ability to use an appropriately tailored and reasonable methodology based on the source of potentially responsive documents.

18. Cigna's investigation and review of information in response to the Requests is ongoing. Cigna responds to each of the Requests based only upon information and materials presently available and specifically known to Cigna after a reasonable, good-faith investigation at this time. Cigna reserves the right to supplement, revise, correct, clarify, or otherwise modify its Responses and Objections to the Requests. Cigna also reserves the right to assert any other applicable objections to Plaintiffs' Requests, and to object to any other Request relating to the subject matter of the responses herein. Cigna's response to any Request is not a waiver of any of these rights.

SPECIFIC OBJECTIONS TO DEFINITIONS

1. For purposes of these Responses and Objections, Cigna will not specifically proffer objections to most of the Definitions and Instructions that are not necessary or applicable to Cigna's Objections and Responses to Request Nos. 1-33, but objects as a general matter to all such unused or irrelevant Definitions and Instructions and reserves without limitation the right to object to Definitions and Instructions in any future requests for production made in this litigation, even if they are similar or identical to those presented in these Requests.

2. Neither Cigna's Responses and Objections, nor any productions made pursuant to these Requests, reflect or are meant to reflect Cigna's agreement or adoption of any of Plaintiffs' Definitions, and Cigna reserves all rights with respect to any and all such Definitions.

3. Cigna objects to Definition No. 1 ("835 files" and "837 files") to the extent "835 files" and "837 files" call for the production of documents that are already in Plaintiffs' possession,

custody, or control. Cigna further objects to Plaintiffs' Definition No. 1 as unduly burdensome to the extent that those terms purport to call for the production of documents or information that is not reasonably accessible, including calling for the production of any data that has been backed up or archived.

4. Cigna objects to Definition No. 2 ("Agreement") as overly broad and unduly burdensome to the extent that it includes agreements with Providers, such as network access agreements and global agreements.

5. Cigna objects to Definition No. 6 ("Availability") with respect to the phrase "a strategic partner of Zelis."

6. Cigna objects to Definition No. 7 ("Balance Billing") as vague and ambiguous, including with respect to the term "any process" and the phrase "any portion of its total billed charges." In responding to these Requests, Cigna will construe "Balance Billing" to mean the amount a Provider bills a Patient for the difference between the amount the Provider charges for OON Healthcare Services and the amount received from the Patient's health plan, excluding amounts billed to or paid for by Patient responsibility (coinsurance or deductible).

7. Cigna objects to Definition No. 9 ("Claims, Payment, and Contractual Information Data Fields") to the extent that those terms are defined to include fields that either do not exist, that Cigna does not maintain in the ordinary course of business, or that are irrelevant or would be unduly burdensome and/or disproportionate to the needs of the case to identify and produce. Cigna further objects to Definition No. 9 as overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case, including but not limited to the terms "link to," "relate to," and "relationship-related information." Cigna further objects to Definition No. 9 to the extent it is duplicative of Definition No. 12 ("Data Fields").

8. Cigna objects to Definition No. 10 (“Communication”) as overly broad, unduly burdensome, and disproportionate to the needs of the case, including with respect to the phrase “ideas.”

9. Cigna objects to Definition No. 12 (“Data Fields” and “Structured Data Fields”) to the extent that those terms are defined to include fields that either do not exist, that Cigna does not maintain in the ordinary course of business, or that are irrelevant or would be unduly burdensome and/or disproportionate to the needs of the case to identify and produce. Cigna further objects to Definition No. 12 as overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case, including but not limited to, the extent that it includes within its scope field headings or field names “associated with, related to, and/or linked to underlying data or information” that is maintained by “Defendants or other Non-Parties.” Cigna also objects to Definition No. 12 as overly broad, unduly burdensome, vague, and ambiguous, including with respect to the phrase “information possibly germane to this matter.” In responding to these Requests, Cigna will construe this Definition to exclude non-database file sources, such as unstructured electronic documents that happen to include information presented in columns or rows. Cigna will also construe “Structured Data Fields” to refer specifically to claims data fields on systems Cigna uses for standard claims reporting, and Cigna reserves all rights with regards to production of claims data from these systems, including to the extent it is unnecessary and/or duplicative to produce claims data off some of these systems.

10. Cigna objects to Definition No. 14 (“Electronic Information Exchange Infrastructure” or “x12”) as overly broad, unduly burdensome, vague, and ambiguous. Cigna further objects to Definition No. 14 to the extent that it requires the production of documents for

applications or programs of electronic information exchange without consideration of their connection or relationship to the claims and defense at issue.

11. Cigna objects to Definition No. 15 (“Healthcare Services”) as overly broad and unduly burdensome, and irrelevant to the issues in this case to the extent that it purports to include any type of dental care, treatment, medicine, or procedure because, upon information and belief and based on Cigna’s investigation to date, Cigna has never used any Zelis repricing or negotiation product or service for dental claims. In responding to these Requests, Cigna will construe “Healthcare Services” to refer to non-dental medical care, treatment, medicine, or procedure provided to a Patient.

12. Cigna objects to Definition No. 16 (“Non-Zelis Defendants”) as overly broad, unduly burdensome, vague, ambiguous, and impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including but not limited to the extent that it purports to include “related companies, subsidiaries, and affiliates” without limitation as to time period, relevance, or proportionality. Cigna further objects to the extent Definition No. 16 includes within its scope persons or entities not within The Cigna Group’s control, or The Cigna Group’s attorneys and other sources subject to the protections of privileges and immunities from disclosure. Cigna further objects to Definition No. 16 on the grounds that The Cigna Group is not a proper party to this Action, and Cigna thus incorporates its objections outlined *supra*.

13. Cigna objects to Definition No. 18 (“OON Services” or “Out-of-Network Services” or “OON Healthcare Services” or “Out-of-Network Healthcare Services”) on the grounds that it makes legal arguments and/or calls for legal conclusions. Cigna further objects to Definition No. 18 as overly broad and unduly burdensome, and irrelevant to the issues in this case to the extent that it purports to include any type of dental care, treatment, medicine, or procedure because, upon

information and belief and based on Cigna's investigation to date, Cigna has never used any Zelis repricing or negotiation product or service for dental claims. Cigna also objects to Definition No. 18 as overly broad, unduly burdensome, and irrelevant to the issues in this case to the extent that it extends to services not offered by any Plaintiffs in this case. Cigna further objects to Definition No. 18 to the extent that it suggests that services offered on an OON basis are fundamentally different from or constitute a distinct product from those same services offered on an in-network basis. In responding to these Requests, Cigna will construe "OON Services" or "Out-of-Network Services" or "OON Healthcare Services" or "Out-of-Network Healthcare Services" to refer to any Healthcare Services provided to a Patient where the Provider and Payer do not have a pre-negotiated, contractual payment rate for the Provider to provide those Healthcare Services covered by the in-network benefits of the Patient's health benefits plan.

14. Cigna objects to Definition No. 19 ("OON Payer Market") on the grounds that it makes legal arguments and/or calls for legal conclusions, including but not limited to the extent that this Definition purports to assert the existence of a cognizable antitrust market in which "OON Healthcare Services are sold by OON Providers and purchased by Payers." Cigna further objects to Definition No. 19 as overly broad, unduly burdensome, vague, and ambiguous, including but not limited to the extent it references "other types of private Payers."

15. Cigna objects to Definition No. 20 ("OON Repricing Services") as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that the identified "product or service" set forth within the Definition "reprices, negotiates, or renegotiates the payment to a Provider for OON Services." Cigna further objects to Definition No. 20 to the extent it includes issues or services irrelevant to or outside the scope of the claims and defenses of

the case. Cigna's use of this term in its Responses and Objections does not constitute an admission regarding the nature or function of any particular product or services.

16. Cigna objects to Definition No. 22 ("Parties") to the extent it includes within its scope persons or entities not within The Cigna Group's control, or The Cigna Group's attorneys and other sources subject to the protections of privileges and immunities from disclosure. Cigna further objects to Definition No. 16 on the grounds that The Cigna Group is not a proper party to this Action, and Cigna thus incorporates its objections outlined *supra*.

17. Cigna objects to Definition No. 24 ("Payer") to the extent it is defined as any third party that "adjudicates or sets *process* for Healthcare Services." Even assuming that Plaintiffs intended to define "Payer" as any third party that "adjudicates or sets *prices* for Healthcare Services," Cigna objects to the Definition as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that entities such as managed care organizations and third-party administrators "set[] process for Healthcare Services utilized by Patients."

18. Cigna objects to Definition No. 25 ("Payment Harmonization Index") as vague and ambiguous.

19. Cigna objects to Definition No. 27 ("Pricing for OON Services") as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that a "Payer" has the power to determine or set the "actual payment paid to a Provider" for "OON Services." Managed care organizations and third-party administrators do not buy or sell healthcare services from Providers. Healthcare services provided on an OON basis are sold to patients, who are responsible for the cost of care, subject to the terms of the patient's agreement with any plan of which they are a member. Cigna further objects to Definition No. 27 to the extent it includes issues or services irrelevant to or outside the scope of the claims and defenses of the case.

20. Cigna objects to Definition No. 28 (“Provider(s)”) as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that “institution[s]” “perform[] Healthcare Services on behalf of Patients.” In responding to these Requests, Cigna will construe “Out-of-Network” or “OON” “Provider(s)” to refer to Providers that do not participate in a Payer’s network of Providers.

21. Cigna objects to Definition No. 29 (“Relevant Conduct”) as overly broad and unduly burdensome to the extent that “Relevant Conduct” describes or includes alleged conduct that is irrelevant to the claims and defenses in this Action. Cigna does not concede that any “conduct” described in the Definition actually occurred or constitutes wrongdoing of any kind.

22. Cigna objects to Definition No. 30 (“Repricer”) as overly broad, unduly burdensome, vague, and ambiguous with respect to the phrase “determine and communicate.” Cigna further objects to Definition No. 30 as misleading including but not limited to the extent to which it suggests that “adjusted OON payment amounts” are “often paid by Payers.” Cigna further objects to Definition No. 30 to the extent it includes issues or services irrelevant to or outside the scope of the claims and defenses of the case.

23. Cigna objects to Definition Nos. 31 and 33 (“Sample” and “Structured Data”) as overly broad and unduly burdensome, including to the extent the definitions purport to encompass “any electronic data that resides in a fixed field within a record or file with data organized in columns/rows in a predefined format,” without excluding non-database file sources, such as unstructured electronic documents that happen to include information presented in columns or rows, or data that is irrelevant or disproportionate to the needs of the case.

24. Cigna objects to Definition No. 35 (“You” and “Your”) on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, and impermissibly broader than the

definition set forth in Local Rule 26.5(c)(5), including but not limited to the extent that it purports to include Cigna’s “subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees.” Cigna further objects to Definition No. 35 to the extent it includes within its scope persons or entities not within The Cigna Group’s control, or The Cigna Group’s attorneys and other sources subject to the protections of privileges and immunities from disclosure. Cigna further objects to Definition No. 35 on the grounds that The Cigna Group is not a proper party to this Action, and Cigna thus incorporates its objections outlined *supra*.

25. Cigna objects to Definition No. 36 (“Zelis”) on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, and impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including but not limited to the extent that this Definition purports to include not only the three named Zelis Defendants but also “more than a dozen other Zelis-related legal entities” and “all of its partners, corporate parents, subsidiaries, or affiliates,” including numerous named entities. In responding to these Requests, Cigna will construe “Zelis” to refer to the three named Zelis Defendants in this Action: Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC.

SPECIFIC OBJECTIONS TO INSTRUCTIONS

1. Cigna objects to the Instructions to the extent that they seek to impose obligations on Defendants to produce documents in a format not contemplated by the Protective Order, ESI Protocol Order, and any other orders to be entered by the Court. Cigna will produce documents in compliance with the Protective Order, the ESI Protocol Order, and any other orders to be entered by the Court.

2. Cigna objects to the Instructions to the extent that they seek to impose obligations in excess of the Federal Rules of Civil Procedure, the Local Rules, applicable case law, the

Protective Order, the ESI Protocol Order, and any others to be entered by the Court. Cigna will respond to each of Plaintiffs' Requests in accordance with its obligations under the Federal Rules of Civil Procedure, the Local Rules, applicable case law, the Protective Order, the ESI Protocol Order, and any others to be entered by the Court.

3. Cigna objects to the Instructions to the extent that they seek to impose an obligation on Cigna to produce documents in the possession, custody, or control of Plaintiffs, or Plaintiffs' agents, representatives, or attorneys. Cigna will produce non-privileged, responsive documents in its possession, custody, or control.

4. Cigna objects to Instruction No. 1 on the grounds that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, the Local Rules, any other applicable rule or law, or any order entered by the Court, including (but not limited) to the extent that the Instruction demands supplementary responses within "seven (7) days of discovery or obtaining possession" "of any Document or ESI previously requested or required to be produced." In responding to the Requests, Cigna will comply with its under Federal Rule of Civil Procedure 26(e) and any applicable Court order.

5. Cigna objects to Instruction Nos. 4 and 8 as unduly burdensome to the extent that they seek to impose on Cigna obligations related to Cigna's privilege log that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, the Local Rules, the Protective Order, the ESI Protocol Order, and any other orders to be entered by the Court. Cigna will produce a privilege log in compliance with the Protective Order and the ESI Protocol Order.

6. Cigna objects to Instruction Nos. 9 and 10 as unduly burdensome to the extent that they seek to impose on Cigna obligations that are inconsistent with, or beyond those contemplated

by, the Federal Rules of Civil Procedure, the Local Rules, the Protective Order, the ESI Protocol Order, and any other orders to be entered by the Court.

7. Cigna objects to Instruction No. 12 and the definition of the “Relevant Period” as overly broad, unduly burdensome, and irrelevant to the extent that they call for the production of documents relating to the time period prior to January 1, 2016. Unless otherwise specified, Cigna will produce data and/or documents relating to the time period from January 1, 2016 to present, subject to its General and Specific Objections, the dates relevant to certain custodians’ non-par roles described in Cigna’s June 12, 2026 disclosure of proposed document custodians and custodial sources, and the Parties’ meet and confers regarding custodial and noncustodial data sources. By agreeing to produce documents relating to the time period from January 1, 2016 to present, Cigna does not agree that this is the “Relevant Period” for purposes of future requests, and reserves the right to object to any relevant time period for future requests, including to the extent that they go beyond the applicable statute of limitations.

8. Cigna objects to Instruction No. 13 to the extent that it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna.

9. Cigna objects to Instruction No. 14 as unduly burdensome, vague, and ambiguous to the extent that they seek to impose obligations on Cigna that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, the Local Rules, the Protective Order, the ESI Protocol Order, and any other orders to be entered by the Court, including but not limited to the extent it demands that Cigna produce “corresponding” documentation “sufficient to understand” those samples. Cigna further objects to Instruction No. 14 to the extent that it seeks

the production of documents that do not exist, or that Cigna does not maintain in the ordinary course of business.

SPECIFIC RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION

I. Corporate Organization, Identity, and Relationships

REQUEST FOR PRODUCTION NO. 1:

All Documents and Communications concerning Your corporate structure and that of all of Your affiliates, subsidiaries, or related entities that use, subscribe to, purchase, or otherwise benefit from Zelis' OON Repricing Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 1 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 1 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects to Request No. 1 to the extent that it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna. Cigna additionally objects to Request No. 1 as duplicative of Request No. 2.

Subject to and without waiving the foregoing Specific and General Objections, Cigna states that it does not intend to separately search for and produce documents responsive to Request No. 1, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

REQUEST FOR PRODUCTION NO. 2:

Organizational charts and/or other documents sufficient to identify each of Your departments, divisions, business units, project groups, assigned personnel, or other organizational units (however labeled or referred to), and all personnel, involved in any Relevant Conduct, along with

its or their positions, titles, roles, responsibilities, and the periods of time those positions, titles, roles, or responsibilities were held.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 2 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 2 to the extent it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna. Cigna also objects to Request No. 2 as irrelevant, overly broad, and unduly burdensome to the extent that “Relevant Conduct” includes conduct irrelevant to or outside the scope of the claims and defenses of the case.

Subject to and without waiving the foregoing Specific and General Objections, Cigna states that on June 12, 2026, it produced current organizational charts for the individuals and/or organizational units at Cigna with responsibilities for managing Cigna’s relationship with Zelis and for managing Cigna’s policies, procedures and strategies for out-of-network reimbursement (CIG_ZELIS000000013 – CIG_ZELIS000000014). For other potentially relevant individuals who are no longer employed at Cigna or are no longer in roles relating to non-par reimbursements, Cigna states that on June 12, 2026, it produced documents sufficient to show their roles and reporting structure (CIG_ZELIS000000001 – CIG_ZELIS000000010; CIG_ZELIS000000015 – CIG_ZELIS000000018).

REQUEST FOR PRODUCTION NO. 3:

Your audited and unaudited financial statements, forecasts, profit and loss statements, earnings, costs, and expenses for each year, whether in draft or final form.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 3 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 3 as irrelevant, overly broad, and unduly burdensome to the extent that the Request seeks information regarding Cigna's finances that is irrelevant to the claims and defenses in this Action. Cigna also objects to Request No. 3 to the extent that it seeks the disclosure of documents that are a matter of public record and available through public sources. Cigna additionally objects to Request No. 3 on the grounds that it is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to meet and confer with Plaintiffs regarding what information, if any, Request No. 3 seeks that is relevant to the claims and defenses of this case.

REQUEST FOR PRODUCTION NO. 4:

All documents and communications concerning communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare, technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 4 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 4 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll

documents and communications.” Cigna additionally objects on the grounds that Request No. 4 is disproportionate to the needs of the case, specifically because the terms “investors,” “creditors,” “healthcare, technology, investor, creditor, or health insurance conferences,” “OON Services,” “Pricing of OON Services,” and “competition” are overly broad, unduly burdensome, vague and ambiguous.

Cigna also objects to Request No. 4 to the extent that it seeks documents that are not in Cigna’s possession, custody, or control, are publicly available, or could be more easily procured from other parties to the Action. Cigna further objects to the extent Request No. 4 seeks documents that do not exist and/or are not maintained in the ordinary course of business. Cigna moreover objects to Request No. 4 on the grounds that it is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 4 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna states that it does not intend to separately search for and produce documents responsive to Request No. 4, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

REQUEST FOR PRODUCTION NO. 5:

All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with repricing of OON Claims.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 5 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 5 on the grounds that it is overly broad, unduly burdensome, disproportionate to the needs of the case, seeks information not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. By way of example only, Request No. 5 purports to require Cigna to produce “[a]ll documents and communications” across broad categories “in draft or final form” related to the “repricing of OON Claims.” To the extent Request No. 5 is relevant for any employee, it is only marginally relevant, and Cigna objects to the extent Plaintiffs seek these documents for each employee that has any responsibilities related to the repricing of OON Claims.

Cigna further objects to Request No. 5 as overly broad and unduly burdensome on the grounds that it fails to define the term “repricing.” Cigna additionally objects to Request No. 5 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Finally, Cigna objects to Request No. 5 as violating the privacy rights of third parties in pursuit of information that is of either no relevance or of marginal relevance.

Subject to and without waiving the foregoing Specific and General Objections, Cigna does not intend to separately search for and produce documents responsive to Request No. 5, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

REQUEST FOR PRODUCTION NO. 6:

All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Payers communicated about OON Repricing Services, or otherwise communicated about suppressing payments for OON Services; or (b) that Zelis and one or more Payers communicated about using OON Repricing Services or otherwise communicated about suppressing payments for OON Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 6 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 6 to the extent it assumes or implies the existence of “efforts . . . to . . . hide, conceal, downplay, . . . delete, or destroy evidence,” which Cigna denies. Cigna additionally objects to Request No. 6 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects to Request No. 6 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Cigna further objects to the extent Request No. 6 seeks documents that do not exist and/or are not maintained in the ordinary course of business.

Finally, Cigna objects to Request No. 6 to the extent that it is not appropriate at this stage of the proceedings because discovery of document and data retention issues is not warranted absent good cause. The Committee Notes on Federal Rule of Civil Procedure 26(b)(1) are clear that such discovery is permissible only “when relevant and proportional to the needs of the case,” but no such showing has been made here. Courts routinely limit such “discovery on discovery,”

restricting it to when the information requested is directly “relevant to a party’s claims or defenses and proportional to the needs of the case.” *Greer v. Moon*, 2025 WL 786698, *2 & n.15 (D. Utah Mar. 12, 2025) (denying plaintiff’s motion to compel and explaining “[d]iscovery regarding a party’s discovery and retention process—often referred to as ‘discovery on discovery’—generally does not meet [discovery] standards”); *Town of Westport v. Monsanto Co.*, 2015 WL 13685105, at *3–4 (D. Mass. Nov. 5, 2015) (denying plaintiffs’ motion to compel additional information regarding defendants’ document-retention policies).

Subject to and without waiving the foregoing Specific and General Objections, Cigna does not intend to separately search for and produce documents responsive to Request No. 6, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

II. Structured Data

REQUEST FOR PRODUCTION NO. 7:

Samples of Structured Data sufficient to show all Data Fields for each paid Claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 7 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks data, fields of data, or other materials created prior to January 1, 2016. Cigna further objects to Request No. 7 as overly broad, unduly burdensome, and disproportionate to the needs of this case to the extent that it seeks information across every system that may include information on how a claim was adjudicated; Cigna’s response covers the multiple systems that it uses for its standard claims reporting, and it reserves all rights with regards to production of claims data from these systems, including to the extent it

is unnecessary and/or duplicative to produce claims data off some of these systems. Cigna also objects to Request No. 7 to the extent that it seeks data fields (1) that Cigna does not maintain in the ordinary course of business, (2) in a format other than that in which it is ordinarily maintained by Cigna, or (3) which are otherwise irrelevant or would be unduly burdensome and/or disproportionate to the needs of the case to produce. Finally, Cigna objects to Request No. 7 as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of information covered by Plaintiffs' other Requests.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to produce documents sufficient to show the standard fields available in Cigna's medical claims structured data sources that it uses for standard medical claim reporting, along with up to 100 claims processed in the ordinary course of business. To the extent data dictionaries and/or descriptions of relevant fields in those structured data sources are available and are within its possession, custody, or control, Cigna agrees to search for and produce them. To the extent a data dictionary or descriptions of relevant data fields are not available for a given structured data source, Cigna objects to Request No. 7 to the extent it seeks to have Cigna produce documents that either do not exist or that Cigna does not maintain in the ordinary course of business, but Cigna is willing to meet and confer to discuss.

REQUEST FOR PRODUCTION NO. 8:

Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the containing database(s), the field or set of field(s) which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table to merge databases or tables together. Data information and formatting should be consistent, including the physical and virtual location of the data, where data warehouses and standards have changed over time, and the identity of the directors, officers, employees, agents, and consultants assigned to data management

responsibilities. If formatting or data field names have changed over the Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across physical and virtual locations and data files.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 8 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 8 as overly broad, unduly burdensome, and disproportionate to the needs of the case, including but not limited to the extent it purports to require Cigna to formulate and/or compile documents or data fields in manners in which Cigna does not otherwise formulate or compile in the ordinary course of business. Cigna also objects to Request No. 8 on the grounds that the phrases “[d]ata information and formatting,” “consistent,” and “changed over time” are vague, ambiguous, and disproportionate to the needs of the case. Cigna additionally objects to Request No. 8 to the extent that it calls for any “[d]ocumentation” that Cigna does not maintain in the ordinary course of business. Cigna also objects to Request No. 8 to the extent that it seeks information not in Cigna’s possession, custody, or control. Finally, Cigna objects to Request No. 8 as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of documents covered by Plaintiffs’ other Requests.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to search for documents within its possession, custody, or control and produce non-privileged, responsive documents explaining the fields for Cigna’s produced medical claims structured data for the Relevant Period.

III. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST FOR PRODUCTION NO. 9:

All documents and communication concerning Zelis’ OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, systems, or other processes, including, but not limited to, any aspect of Your Pricing for OON Services generally, Your policies, procedures, and guidelines; factors or information You considered consider, used, use, proposed, or propose in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered, consider, used, use, proposed, or propose; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, consider, used, use, proposed or propose for Pricing of OON Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 9 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 9 is overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent it seeks “[a]ll documents and communications” “concerning *any* aspect of Your Pricing for OON Services generally” (emphasis added), given that there are numerous factors that may affect pricing for an OON Service, including plan sponsor elections and claim-specific circumstances. Cigna also objects to Request No. 9 to the extent “Pricing for OON Services” includes issues or services irrelevant to or outside the scope of the claims and defenses of the case. Cigna additionally objects to Request No. 9 as vague, ambiguous, and misleading, including but not limited to the extent it suggests that a “Payer,” like Cigna, has the power to determine or set the “actual amount paid to a Provider” for “OON Services,” as opposed to, for example, sponsors of health benefit plans for which Cigna administers claims. Healthcare services provided on an OON basis are sold to patients, who are responsible for the cost of care, subject to the terms of the patient’s agreement with any plan of

which they are a member. Cigna also objects to Request No. 9 to the extent it requests documents concerning budgeting and spending related to claims processing and loss adjustment expenses, which are overly broad, unduly burdensome, and outside the scope of the allegations in the Complaint. Cigna additionally objects to Request No. 9 to the extent that it seeks information not in Cigna's possession, custody, or control. Finally, Cigna objects to Request No. 9 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search of the following documents within its possession, custody, or control during the Relevant Period and produce any such non-privileged documents located during this search, provided that the parties meet and confer and agree on the appropriate number of custodians: (i) communications involving Zelis; (ii) documents regarding Zelis's OON repricing or negotiation services; (iii) documents sufficient to show OON repricing or negotiation services used by Cigna for medical claims other than Zelis's OON repricing or negotiation services; (iv) documents sufficient to show periodic reporting, if any, for medical claims pricing based on OON repricing or negotiation services other than Zelis's repricing or negotiation services; and (v) documents regarding the development, evaluating, testing, or approval of OON repricing or negotiation services used by Cigna for medical claims. To the extent that Request No. 9 seeks information on individual claims, Cigna does not intend to produce documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 10:

Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis' OON Repricing Services including but not limited to:

- a. "Established Reimbursement Schedule" or "Established Reimbursement Solution®" ("ERS");
- b. Referenced Based Pricing" ("RBP");
- c. "Zelis Open Access Pricing®;"
- d. "Zelis Price Map;"
- e. "Zelis Intelligent Pricing Platform" ("ZIPPP");
- f. "Network 360®;" and
- g. "QuickReprice."

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 10 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 10 as overly broad and unduly burdensome to the extent it seeks from Cigna materials not within Cigna's possession, custody, or control. Cigna also objects to Request No. 10 as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that a Payer has the power to determine or set the price for OON Services. Cigna additionally objects on the grounds that Request No. 10 is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Cigna also objects to Request No. 10 as overly broad, unduly burdensome, disproportionate to the needs of the case, and not seeking relevant information to the extent that it seeks documents not related to Zelis's OON repricing or negotiation services. Finally, Cigna objects to Request No. 10 to the extent it is duplicative of other Requests, including Request No. 9.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search of documents within its possession, custody, or control regarding Zelis's OON repricing or negotiation services and Cigna's policies, practices and procedures for using such services for medical claims during the Relevant Period and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on the appropriate number of custodians.

REQUEST FOR PRODUCTION NO. 11:

All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON claims priced, in whole or in part, using Zelis' OON Repricing Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 11 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks "claim files" or "ERAs" created prior to January 1, 2016. Cigna further objects to Request No. 11 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks "[a]ll documents and communications." Cigna also objects to Request No. 11 as irrelevant, overly broad, unduly burdensome, and disproportionate to the needs of the case, including but not limited to the extent that Request No. 11 seeks "claim files" or "ERAs" pertaining to parties other than those involved in this Action. Cigna additionally objects to Request No. 11 to the extent Request No. 11 purports to require Cigna to compile or retrieve information in manners in which Cigna does not otherwise perform in the ordinary course of business. Cigna further objects to Request No. 11 to the extent that it seeks documents or information that are already in Plaintiffs' possession, custody, or control. Cigna also objects to Request No. 11 as unduly burdensome to the extent it

calls for the production of documents or information that is not reasonably accessible, including calling for the production of any data that has been backed up or archived. Finally, Cigna objects to Request No. 11 as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of documents or information covered by Plaintiffs' other Requests.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to meet and confer with Plaintiffs to discuss the scope and contours of a protocol to select a reasonable number of claims for discovery of individual medical claim files.

IV. Information Sharing

REQUEST FOR PRODUCTION NO. 12:

All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis's client conference notes or transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 12 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 12 as irrelevant, overly broad, unduly burdensome, disproportionate to the needs of the case in that it requests "[a]ll documents and communications" when a subset of documents is sufficient to show any relevant information.

Cigna also objects to the extent Request No. 12 seeks documents that do not exist and/or are not maintained in the ordinary course of business. Cigna additionally objects to Request No. 12 to the extent that it seeks documents that are not in Cigna's possession, custody, or control, including but not limited to any documents that may be in the possession of former employees or other third parties, or could be more easily procured from other parties to the Action. Cigna further objects to Request No. 12 on the grounds that it is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 12 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search of documents within its possession, custody, or control regarding meetings involving two or more Payers, Zelis, Availity, AHIP, and/or DeSantis Breindel in connection with Zelis's OON repricing or negotiation services or pricing of medical OON Services during the Relevant Period and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on the appropriate number of custodians.

REQUEST FOR PRODUCTION NO. 13:

All documents related to Zelis' "Payments Harmonization Index," including, but not limited to, any and all such "Payments Harmonization Index" documents concerning any quantitative survey on which it is/was based, any reports generated or otherwise created by or in relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 13 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 13 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents.” Cigna also objects to Request No. 13 as vague and undefined as to the phrase “Payments Harmonization Index.” Cigna additionally objects to Request No. 13 to the extent it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna. Cigna also objects to Request No. 13 as overly broad, unduly burdensome, vague, and ambiguous, including with respect to the terms “in relation to it” and “derived from.” Cigna also objects to Request No. 13 to the extent it seeks information regarding issues or services irrelevant to or outside the scope of the claims and defenses of the case. Finally, Cigna objects to this Request to the extent that it seeks documents that are not in Cigna’s possession, custody, or control, or could be more easily procured from other parties to the Action.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to meet and confer with Plaintiffs regarding what information, if any, Request No. 13 seeks that is relevant to the claims and defenses of this case.

REQUEST FOR PRODUCTION NO. 14:

All documents and communications related to any form of user groups or user advisory groups (i.e., any group formed for the purpose of providing feedback, advice, or comment) for any of Zelis’ OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 14 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 14 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects on the grounds that Request No. 14 is disproportionate to the needs of the case, including because the terms “user groups” and “user advisory groups” are overly broad, unduly burdensome, vague, and ambiguous. Cigna additionally objects to the extent Request No. 14 seeks documents that do not exist and/or are not maintained in the ordinary course of business. Finally, Cigna objects to Request No. 14 to the extent that it seeks documents that are not in Cigna’s possession, custody, or control, or could be more easily procured from other parties to the Action.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search of documents within its possession, custody, or control regarding user groups for Zelis’s OON repricing or negotiation services during the Relevant Period and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on the appropriate number of custodians.

REQUEST FOR PRODUCTION NO. 15:

All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis or that Zelis is required to provide Payers in connection with Payers’ use of Zelis’ OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information, the frequency with which the information is provided from one or more Payers to Zelis, and/or the frequency with which the information is provided from Zelis to one or more Payers.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 15 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 15 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects to Request No. 15 as irrelevant, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that “OON Repricing Services” includes services irrelevant to or outside the scope of the claims and defenses of the case. Cigna additionally objects to Request No. 15 to the extent it calls for documents that are not in Cigna’s possession, custody, or control. Cigna further objects on the grounds that Request No. 15 is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 15 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for the following documents within its possession, custody, or control during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians regarding: (i) information provided by Cigna to Zelis in connection with the use of Zelis’s OON repricing or negotiation

services for medical claims; (ii) information received from Zelis concerning OON repricing or negotiation services; and (iii) Zelis and its provision of information concerning another Payer's use of Zelis's OON repricing or negotiation services. To the extent that this Request seeks information on individual claims, Cigna agrees to meet and confer with Plaintiffs to discuss the scope and contours of a protocol to select a reasonable number of claims for discovery of individual medical claim files.

V. Communications and Agreements with Payers

REQUEST FOR PRODUCTION NO. 16:

All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 16 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 16 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects to Request No. 16 on the grounds that it is overly broad and unduly burdensome to the extent it seeks from Cigna materials not within Cigna's possession, custody, or control.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search of responsive documents within Cigna's possession, custody, or control regarding Cigna's practices and procedures for making offers of payment to Providers for medical OON Services based on pricing recommendations generated by Zelis's repricing or negotiation services during the Relevant Period

and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on the appropriate number of custodians. To the extent that Request No. 16 seeks information on individual claims, Cigna agrees to meet and confer with Plaintiffs to discuss the scope and contours of a protocol to select a reasonable number of claims for discovery of individual medical claim files.

REQUEST FOR PRODUCTION NO. 17:

All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreements, including, but not limited to, agreements concerning the exchange or delivery of Claims, payment, pricing, or contractual information, as well as agreements to pay Zelis a commission or other compensation based in any way on the savings from Zelis's OON Repricing Services, any disclosures of such commissions or agreements, and any reports or summaries of such paid commissions or incentives.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 17 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 17 is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Cigna also objects to Request No. 17 as ambiguous, vague, and/or misleading to the extent that it references “commissions” or “incentives.” Cigna additionally objects to Request No. 17 to the extent that it seeks information not in Cigna's possession, custody, or control, or could be more easily procured from other parties to the Action. Cigna further objects to Request No. 17 to the extent it seeks documents that do not exist and/or are not maintained in the ordinary course of business. Finally, Cigna objects to Request No. 17 to

the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for the following documents within its possession, custody, or control during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians regarding: (i) agreements between Zelis and any Payers in connection with OON repricing (including draft agreements); and (ii) agreements between Payers concerning Zelis (including draft agreements).

REQUEST FOR PRODUCTION NO. 18:

All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; and any efforts by You to prevent Balance Billing in connection with OON Claims.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 18 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 18 is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Cigna also objects to Request No. 18 to the extent

that it would require Cigna to search for every claim that may have involved any discussion or act related to Balance Billing. Given the vast number of OON claims that Cigna processes each year, it would be impossible to search for every single claim file or administrative record to determine what, if any, Balance Billing may have occurred or been threatened. Cigna additionally objects to Request No. 18 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks information not in Cigna's possession, custody, or control. Finally, Cigna objects to Request No. 18 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control regarding Balance Billing with respect to medical OON Services during the Relevant Period and will produce non-privileged documents located by this search, provided that the parties meet and confer and agree on the appropriate number of custodians. To the extent that Request No. 18 seeks information on individual claims, Cigna agrees to meet and confer with Plaintiffs to discuss the scope and contours of a protocol to select a reasonable number of claims for discovery of individual medical claim files.

REQUEST FOR PRODUCTION NO. 19:

All documents and communications related to any Provider no longer agreeing to treat Patients on an OON basis or accept Patients' OON insurance benefits (or the threat or possibility thereof), including:

- a. the Provider's stated, inferred, likely, or assumed reasons for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits;
- b. the actual or anticipated impact on Patient access to care, network adequacy, or member satisfaction; and

- c. any internal assessment, analysis, or response by You regarding such Provider conduct or its consequences.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 19 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 19 is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of “[a]ll documents and communications” and would require Cigna to search for any instance where a Provider, among the tens of thousands of Providers that Cigna encounters in a year, communicated to one of Cigna’s many employees that it was no longer treating a patient on an OON basis—or potentially not doing so. Cigna also objects to Request No. 19 as vague and ambiguous insofar as it requests a Provider’s “stated, inferred, likely, or assumed reasons” for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits. Cigna additionally objects to Request No. 19 as overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks information not in Cigna’s possession, custody, or control. Finally, Cigna objects to Request No. 19 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for the following documents within its possession, custody, or control during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties

meet and confer and agree on the appropriate number of custodians: (i) documents related to instances in which a Provider indicated that they would no longer agree to treat patients on an OON basis or accept the patient's OON insurance benefits, and the actual or anticipated impact on patient access to care, network adequacy, or member satisfaction; and (ii) documents sufficient to show Cigna's policies and procedures with respect to a medical Provider that no longer agrees to treat Patients on an OON basis or accept their OON insurance benefits.

VI. Market and Competitive Conditions

REQUEST FOR PRODUCTION NO. 20:

All documents and communications concerning any analysis of any Payers' Pricing for OON Services (including, without limitation, Yours) or pricing in the OON Payer Market generally, including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers' actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 20 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 20 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks "[a]ll documents and communications." Cigna also objects to Request No. 20 on the grounds that it contains, either explicitly or implicitly, characterizations or conclusions of fact or law with which Cigna does not agree, including but not limited to the extent that "OON Payer Market" purports to assert the existence of a cognizable antitrust market. By responding to Request No. 20, Cigna does

not accept any factual or legal conclusion or characterization explicit or implicit in Request No. 20.

Cigna additionally objects on the grounds that Request No. 20 is disproportionate to the needs of the case, specifically because the terms “OON Services,” “anticipated reactions,” “elasticity or cross-price elasticity between prices,” and “other types of Healthcare Services” are overly broad, unduly burdensome, vague, and ambiguous. Cigna also objects to Request No. 20 as overly broad, unduly burdensome, and vague to the extent that it seeks “*any* analysis of *any* Payers’ Pricing for OON Services” (emphasis added), given the many employees and Providers that submitted claims to Cigna and the scope of this request would potentially cover any discussion of the price of an OON claim. Cigna further objects to Request No. 20 to the extent that “Pricing for OON Services” includes issues or services irrelevant to or outside the scope of the claims and defenses of the case. Cigna also objects to Request No. 20 as vague, ambiguous, and misleading, including but not limited to the extent it suggests that a “Payer,” like Cigna, has the power to determine or set the “actual amount paid to a Provider” for “OON Services,” as opposed to, for example, sponsors of health benefit plans for which Cigna administers claims. Healthcare services provided on an OON basis are sold to patients, who are responsible for the cost of care, subject to the terms of the patient’s agreement with any plan of which they are a member.

Cigna further objects to Request No. 20 on the grounds that it is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Cigna also objects to the extent Request No. 20 seeks documents that do not exist and/or are not maintained in the ordinary course of business. Cigna additionally objects to Request No. 20 on the grounds that it seeks documents that are not in Cigna’s possession, custody, or control, or could be more easily procured from other

parties to the Action. Finally, Cigna objects to Request No. 20 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for the following documents within its possession, custody, or control during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians: (i) documents regarding changes in prices for OON claims in connection with Zelis's OON repricing or negotiation services; and (ii) documents sufficient to show periodic reporting, if any, for pricing of OON Services based on services other than Zelis's OON repricing or negotiation services.

REQUEST FOR PRODUCTION NO. 21:

All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 21 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 21 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents, charts, presentations, analysis, studies, or reports.” Cigna also objects to Request No. 21 on the grounds that it contains, either explicitly or implicitly, characterizations or conclusions

of fact or law with which Cigna does not agree, including but not limited to the extent that “OON Payer Market” purports to assert the existence of a cognizable antitrust market. By responding to Request No. 21, Cigna does not accept any factual or legal conclusion or characterization explicit or implicit in Request No. 21. Cigna additionally objects on the grounds that Request No. 21 is disproportionate to the needs of the case, specifically because the terms “competitive position” and “market presence” are overly broad, unduly burdensome, vague, and ambiguous. Cigna also objects to the extent Request No. 21 seeks documents that do not exist and/or are not maintained in the ordinary course of business. Cigna further objects to Request No. 21 to the extent that it seeks documents that are not in Cigna’s possession, custody, or control, or could be more easily procured from other parties to the Action. Finally, Cigna objects to Request No. 21 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for documents within its possession, custody, or control that are sufficient to show the OON services for medical claims that Cigna offers and the geographic areas in which it offers them during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians.

VII. Regulatory, Litigation, and Investigations

REQUEST FOR PRODUCTION NO. 22:

All documents and communications concerning Zelis’ OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee,

subcommittee, or member of the United States House of Representatives, United States Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 22 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna also objects to Request No. 22 as overly broad, unduly burdensome, vague, ambiguous, irrelevant, and disproportionate to the needs of the case insofar as it seeks “[a]ll” materials provided to “*any* government entity” (emphasis added). Cigna also objects to Request No. 22 as overly broad, unduly burdensome, vague, ambiguous, irrelevant, and disproportionate to the needs of the case to the extent it seeks information about “OON Claims Pricing generally.” Cigna additionally objects to Request No. 22 as disproportionate to the needs of the case because the terms “OON Repricing Services,” “OON Claims Pricing,” and “informal investigative requests” are overly broad, unduly burdensome, vague and ambiguous, misleading, and for the reasons provided in Cigna’s General Objections to Plaintiffs’ definitions of those terms. Cigna further objects to Request No. 22 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Finally, Cigna objects to Request No. 22 as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of documents covered by Plaintiffs’ other Requests.

Subject to and without waiving the foregoing Specific and General Objections, Cigna states that it does not intend to separately search for and produce documents responsive to Request No. 22, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

REQUEST FOR PRODUCTION NO. 23:

Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 23 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 23 on the grounds that it seeks information not relevant to the claims or defenses of any party and is not reasonably calculated to lead to the discovery of admissible evidence, in that it appears to seek information beyond Cigna's practices related to the pricing and payment of OON healthcare services challenged by Plaintiffs in this case. Cigna also objects to Request No. 23 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Cigna additionally objects to Request No. 23 to the extent that it is not appropriate at this stage of the proceedings because discovery of document and data retention issues is not warranted absent good cause. The Committee Notes on Federal Rule of Civil Procedure 26(b)(1) are clear that such discovery is permissible only "when relevant and proportional to the needs of the case," but no

such showing has been made here. Courts routinely limit such “discovery on discovery,” restricting it to when the information requested is directly “relevant to a party’s claims or defenses and proportional to the needs of the case.” *Greer v. Moon*, 2025 WL 786698, *2 & n.15 (D. Utah Mar. 12, 2025) (denying plaintiff’s motion to compel and explaining “[d]iscovery regarding a party’s discovery and retention process—often referred to as ‘discovery on discovery’—generally does not meet [discovery] standards”); *Town of Westport v. Monsanto Co.*, 2015 WL 13685105, at *3–4 (D. Mass. Nov. 5, 2015) (denying plaintiffs’ motion to compel additional information regarding defendants’ document-retention policies).

Subject to and without waiving the foregoing Specific and General Objections and limitations, Cigna responds that it does not intend to produce documents responsive to Request No. 23.

REQUEST FOR PRODUCTION NO. 24:

All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Payer.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 24 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 24 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll non-

privileged documents and communications.” Cigna also objects to Request No. 24 as vague and failing to specify with reasonable particularity the meaning of “internal or external inquiry or investigation requested by You” or “the relationship(s) between Zelis and Payers.” Cigna additionally objects to Request No. 24 as overly broad, unduly burdensome, vague, ambiguous, irrelevant, and disproportionate to the needs of the case to the extent it seeks information about “OON Pricing.” Cigna also objects to Request No. 24 as ambiguous, vague, and/or misleading to the extent that it suggests that Payers set prices for OON Services.

Cigna further objects as irrelevant, overly broad, and unduly burdensome as to parts (b) and (f) of Request No. 24. Cigna also objects on the grounds that Request No. 24 is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 24 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for the following documents within its possession, custody, or control during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians: (i) documents regarding this Litigation; (ii) documents concerning Cigna’s use of Zelis’s OON repricing or negotiation services for medical claims; and (iii) documents concerning any other Payer’s use of Zelis’s OON repricing or negotiation services.

VIII. Transparency in Coverage (“TIC”) Rule**REQUEST FOR PRODUCTION NO. 25:**

All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage (“TIC”) Rule including, but not limited to, (a) Your interest in or ability to using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made to Zelis, made by Zelis to Payers (including, but not limited to, You), made by Zelis to the public, made by Payers (including, but not limited to, You) to the public, or made by one Payer (including, but not limited to, You) to one or more other Payers (including, but not limited to, You), differ or exceed that as required by the TIC Rule.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 25 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 25 as overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent it seeks “[a]ll documents and communications.” Cigna also objects to Request No. 25 as undefined with respect to the term “Transparency in Coverage (“TIC”) Rule.” Cigna additionally objects to Request No. 25 as ambiguous, vague, and/or indefinite to the extent it requests documents or communications concerning “Your interest in or ability to using the TIC Rule,” and those regarding “help [to] suppress payments,” or those that “differ” from “that as required by the TIC Rule.” Cigna also objects to Request No. 25 to the extent it contains, either explicitly or implicitly, characterizations or conclusions of fact or law with which Cigna does not agree. By responding to Request No. 25, Cigna does not accept any factual or legal conclusion or characterization explicit or implicit in Request No. 25. Cigna further objects to Request No. 25 as overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent it seeks documents or communications that are not within Cigna’s possession, custody, or control. Finally, Cigna objects to Request No.

25 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to meet and confer with Plaintiffs regarding what information, if any, Request No. 25 seeks that is relevant to the claims and defenses of this case.

IX. Claims Processing

REQUEST FOR PRODUCTION NO. 26:

All documents and communications related to transaction information transmitted via any used or applied transaction technologies or transaction networks, including, but not limited to, the Electronic Information Exchange Infrastructure (or Electronic Data Interchange), for repriced claims for OON Services, including, without limitation, why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 26 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 26 is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Cigna also objects to Request No. 26 on the grounds that it is vague, ambiguous, and undefined with respect to the terms “transaction information” and “repriced claims for OON Services.” Cigna additionally objects to Request No. 26 as overly broad, unduly burdensome, and disproportionate to the needs of the case, and duplicative of, at least, Request Nos. 8 and 11, and incorporates its objections to these Requests, because the Electronic

Information Exchange Infrastructure is used only to transmit claims data that is duplicative of claims data otherwise maintained by Cigna. Cigna also objects to Request No. 26 to the extent it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna. Cigna further objects to Request No. 26 as irrelevant, overly broad, and unduly burdensome to the extent that such documents do not exist or are not reasonably available to Cigna. Finally, Cigna objects to Request No. 26 to the extent it calls for documents that are not in Cigna's possession, custody, or control.

Subject to and without waiving the foregoing Specific and General Objections, Cigna does not intend to separately search for and produce documents responsive to Request No. 26, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

X. Financial Documents

REQUEST FOR PRODUCTION NO. 27:

Documents sufficient to show Your charges and spending on costs related to the use of each of Zelis' OON Repricing or other types of services performed by Zelis, including but not limited to: (a) the amount of money that You charged to each of Your Subscribers on a monthly, quarterly, and annual basis or any other form of fee charged to a Subscriber in exchange for setting, adjudicating, or negotiating prices for OON Services that are lower than billed charges for those OON Services; (b) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for Zelis' OON Repricing Services separated by service; (c) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for the use of any of Zelis' PPO networks; (d) any efforts by You or any other Payer to reduce or alter the amounts owed to Zelis, and the basis thereof; (e) access to any other Payor's claim information that is not Yours.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 27 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior

to January 1, 2016. Cigna further objects to Request No. 27 as irrelevant, overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks information regarding services irrelevant to or outside the scope of the claims and defenses of the case. Cigna also objects to Request No. 27, including the definitions of “Payer” and “OON Repricing Services,” as ambiguous, vague, and/or misleading to the extent that it suggests that Payers “set[, adjudicat[e], or negotiat[e] prices for OON Services.”

Cigna further objects to Request No. 27 to the extent it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna. Cigna additionally objects to Request No. 27 to the extent it calls for documents that are not in Cigna’s possession, custody, or control. Cigna further objects on the grounds that Request No. 27 is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 27 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to produce non-privileged, responsive documents sufficient to show Cigna’s spending on costs related to its use of Zelis’s OON repricing or negotiation services for medical claims.

XI. Market and Competitive Conditions

REQUEST FOR PRODUCTION NO. 28:

All documents and communications concerning, reflecting, or containing information about any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations,

whether made by You, Zelis, or any Payer, that Zelis had the power, information, capability, or resources to compete against You or other Payers as a PPO.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 28 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 28 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects on the grounds that Request No. 28 is disproportionate to the needs of the case, including because the terms “indications,” “suspicions,” “rumors,” “considerations,” and “power” are overly broad, unduly burdensome, vague, and ambiguous. Cigna additionally objects to Request No. 28 to the extent it seeks from Cigna materials not within Cigna’s possession, custody, or control, or could be more easily procured from other parties to the Action. Cigna also objects to Request No. 28 to the extent it contains, either explicitly or implicitly, characterizations or conclusions of fact or law with which Cigna does not agree. By responding to Request No. 28, Cigna does not accept any factual or legal conclusion or characterization explicit or implicit in Request No. 28. Finally, Cigna objects to Request No. 28 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna does not intend to separately search for and produce documents responsive to Request No. 28, to the

extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

XII. Use of OON Repricing Services and Methods

REQUEST FOR PRODUCTION NO. 29:

All documents and communications related to any Payer's use, consideration, or analysis of Zelis' OON Repricing Services, including:

- a. any Payer's consideration, discussion, or analysis of the benefits, strengths, weaknesses, detriments, or concerns associated with using any of Zelis' OON Repricing Services or entering into an Agreement with Zelis to use any of Zelis' OON Repricing Services;
- b. any pricing rules, methodologies, or procedures used by any Payer that utilizes any of Zelis' OON Repricing Services, including preference forms, any pricing or operational overrides, caps, benchmarks, elected percentiles, rules for the treatment of claims where Zelis' OON Repricing Services cannot achieve a specified target price for an OON Service, or rules for how claims are priced;
- c. the underpayments or alleged savings generated by any Payer utilizing Zelis' OON Repricing Services, including any explanation of how those underpayments or alleged savings are calculated;
- d. proposed or actual changes that Zelis suggested or advocated to any Payer, including, but not limited to, You, concerning how that Payer implemented or used any of Zelis' OON Repricing Services, including, but not limited to, caps, benchmarks, elected percentiles, and/or negotiation parameters;
- e. any Payers' consideration, analysis, rejection, approval, or adoption of any change to how they implement or utilize any of Zelis' OON Repricing Services and the reasons for such a change;
- f. any Payer's consideration or analysis of actually or potentially discontinuing, pausing, curtailing, or terminating the use of any of Zelis' OON Repricing Services; any deviations or divergences from the prices that any of Zelis' OON Repricing Services set for an OON Service and the amount that a Payer paid to a Provider for the OON Service, including the frequency of such deviations or divergences and the reasons for such deviations or divergences;
- g. any group or meeting of two or more Payers to discuss their implementation of any of Zelis' OON Repricing Services or potential changes to any of Zelis' OON Repricing Services;
- h. any consideration, analysis, study or discussion of any other Payer's use of Zelis' OON Repricing Services; and
- i. internal discussions and communications regarding reports, market intelligence, and information about other Payers, including competitors, provided by Zelis and including any efforts by Zelis or You to de-anonymize this information.
- j. the inclusion, substitution, exploitation, benchmarking, benefits provided from, analyses provided from, or consideration of the use of Zelis's OON Repricing technologies, services, products, schedules, tools, or methodologies by, within, or

in relation to repricing provided by one or more rival Repricers or rival repricing services or products.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 29 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 29 is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of “[a]ll documents and communications.” Cigna also objects to Request No. 29 as irrelevant, overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent that “Zelis’ OON Repricing Services” includes services irrelevant to or outside the scope of the claims and defenses of the case. Cigna additionally objects to Request No. 29 on the grounds that it is ambiguous, vague, and/or indefinite since it fails to define the terms “target price,” “divergences,” and “rival repricing services or products.” Cigna further objects to Request No. 29 to the extent it calls for documents that are not in Cigna’s possession, custody, or control. Cigna also objects on the grounds that Request No. 29 is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 29 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for documents within its possession, custody, or control regarding Payers’ use, consideration, or analysis of Zelis’s OON

repricing or negotiation services and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians.

XIII. Information Sharing

REQUEST FOR PRODUCTION NO. 30:

All documents and communications concerning the means, methods, or policies for setting the amounts for pricing of OON Services by or for any Payer other than You, including any effort by You to determine such information.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 30 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects on the grounds that Request No. 30 is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of “[a]ll documents and communications.” Cigna also objects to Request No. 30 as irrelevant, overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent that “pricing of OON Services” includes issues or services irrelevant to or outside the scope of the claims and defenses of the case. Cigna additionally objects to Request No. 30 as ambiguous, vague, and/or misleading to the extent that it suggests that Payers set prices for OON Services. Cigna also objects to Request No. 30 to the extent it calls for documents that are not in Cigna’s possession, custody, or control. Cigna further objects to Request No. 30 as duplicative of, at least, Request No. 29, and incorporates its objection to this Request. Finally, Cigna objects to Request No. 30 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common

interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for documents within its possession, custody, or control regarding repricing of medical OON Services by Payers other than Cigna during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on the appropriate number of custodians.

REQUEST FOR PRODUCTION NO. 31:

All documents and communications related to the following aspects of any of Zelis' OON Repricing Services (including but not limited to RBP, ERS, QuickReprice, Payment Harmonization Index, etc.):

- a. the data sources utilized by Zelis' OON Repricing Services, including whether that data is anonymized, whether that data is publicly available, the most granular level at which the respective OON Repricing Service displays data to users, and recency of the data that the respective OON Repricing Service displays to users;
- b. the actual and claimed capabilities of each respective OON Repricing Service;
- c. marketing materials for each respective OON Repricing Service;
- d. meetings between Zelis and any Payer (including, but not limited to, You) concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, and discussions concerning those meetings;
- e. meetings between You and any other Payer concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, and discussions concerning those meetings;
- f. implementation and implementation-related guidance for the respective OON Repricing Service; and
- g. agreements concerning the use of the respective OON Repricing Service.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 31 as overly broad, unduly burdensome, and

disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 31 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks “[a]ll documents and communications.” Cigna also objects to Request No. 31 as irrelevant, overly broad, unduly burdensome, and not seeking information proportional to the needs of the case to the extent it seeks information about services that are irrelevant to or outside the scope of the claims and defenses of the case. Cigna additionally objects to Request No. 31 to the extent it calls for documents that are not in Cigna’s possession, custody, or control. Cigna also objects on the grounds that Request No. 31 is compound, contains multiple discrete subparts, and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Finally, Cigna objects to Request No. 31 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna does not intend to separately search for and produce documents responsive to Request No. 31, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

XIV. Customer Disclosures and Representations

REQUEST FOR PRODUCTION NO. 32:

All disclosures, Health Plan information, and summary plan descriptions for Your health insurance coverage or administrative services, whether offered on a fully-insured basis or administrative services only basis, relating to: (a) Your use of any product or service provided by Zelis to price OON Services; (b) any fees charged by You to a Subscriber or Patient in exchange for setting, adjudicating, negotiating, or paying prices for OON Services that are lower than billed charges for those OON Services; and (c) for each Health Plan, including, but not limited to, any and all PPOs offered by You, any and all U.S. states, districts, and territories where such plans were offered,

along with any changes in the locations of where such offerings were made available to consumers, patients, employers, and/or subscribers during the Relevant Period.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 32 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 32 as irrelevant, overly broad, unduly burdensome, and not seeking information proportional to the needs of the case to the extent that it seeks “[a]ll disclosures, Health Plan information, and summary plan descriptions” that relate to pricing of OON Services. Given the vast number of services and plans Cigna offers Providers and members, it would be impossible to search every single disclosure, Health Plan information document, and summary plan description in connection with the requested subject matter. Cigna also objects to Request No. 32 as irrelevant, overly broad, unduly burdensome, and not seeking information proportional to the needs of the case to the extent that it seeks information regarding “any product or service provided by Zelis.” Cigna additionally objects to Request No. 32 as ambiguous, vague, and/or misleading to the extent that it suggests that payors “price OON Services,” or “set[], adjudicat[e], negotiat[e], or pay[] prices for OON Services” and to the extent it references “any fees charged by You to a Subscriber or Patient”

Cigna further objects to Request No. 32 to the extent it calls for documents that are not in Cigna’s possession, custody, or control. Cigna also objects to Request No. 32 to the extent that it purports to require Cigna to formulate or compile information in a manner beyond what it does in the ordinary course of business or in a format other than that in which it is ordinarily maintained by Cigna. Finally, Cigna objects to Request No. 32 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the

attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Subject to and without waiving the foregoing Specific and General Objections, Cigna agrees to conduct a good-faith, reasonable, and proportionate search for documents within its possession, custody, or control that are sufficient to show Cigna's general disclosures to members that relate to use of Zelis's OON negotiation and repricing services for medical claims during the Relevant Period and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer on the appropriate number of custodians. Cigna also agrees to meet and confer with Plaintiffs to discuss the scope and contours for discovery of plan documents.

REQUEST FOR PRODUCTION NO. 33:

All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

In addition to and without waiving its General Objections, which are expressly incorporated herein, Cigna objects to Request No. 33 as overly broad, unduly burdensome, and disproportionate to the needs of the case insofar as it seeks documents or materials created prior to January 1, 2016. Cigna further objects to Request No. 33 on the grounds that it is overly broad, unduly burdensome, and disproportionate to the needs of the case, seeks information not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. By way of example only, Request No. 33 purports to require Cigna to produce "[a]ll documents and communications" regarding employees that have responsibilities that are wholly unrelated to the pricing and payment practices for OON Healthcare Services challenged by Plaintiffs in this case. To the extent Request No. 33 is relevant for any employee,

it is only marginally relevant, and Cigna objects to the extent Plaintiffs seek these documents for each employee that has any responsibilities related to Cigna's practices related to the pricing and payment of OON healthcare services.

Cigna further objects to Request No. 33 as overly broad and unduly burdensome. By way of example only, Request No. 33 purports to require Cigna to produce "[a]ll documents and communications" for every employee that has any responsibility related to Cigna's practices related to the pricing and payment of OON healthcare services that Plaintiffs challenge in this matter. Cigna additionally objects to Request No. 33 because retrieving documents for each employee that has responsibilities related to Cigna's practices related to the pricing and payment of out-of-network healthcare services that Plaintiffs challenge in this matter is unduly burdensome. Cigna further objects to Request No. 33 to the extent that it seeks or requires the disclosure of information that is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Finally, Cigna objects to Request No. 33 as violating the privacy rights of third parties in pursuit of information that is either of no relevance or of marginal relevance.

Subject to and without waiving the foregoing Specific and General Objections, Cigna does not intend to separately search for and produce documents responsive to Request No. 33, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

Dated: June 25, 2026

By: /s/ Brett J. Boskiewicz

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Attorneys for Defendant The Cigna Group

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2026, I caused a true and correct copy of The Cigna Group's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis Defendants to be served by electronic mail upon all counsel of record.

/s/ Eric Dellon

Eric Dellon

EXHIBIT D

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

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

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

This Document Relates To:
All Associated Cases

**DEFENDANT UNITEDHEALTH GROUP INC.'S RESPONSES AND OBJECTIONS TO
PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO
UNITEDHEALTH GROUP, INC.**

Under Rule 34 of the Federal Rules of Civil Procedure, Defendant UnitedHealth Group, Inc. (“United”) hereby responds to the Requests for Production of Documents (“Requests”), Set One, dated May 26, 2026, from Plaintiffs Pacific Inpatient Medical Group, Inc.; Frank Scaccia, M.D., F.A.C.S., L.L.C.; Dennis C. Ayer, DDS, LLC; James Paul Allen DDS d/b/a Allen Dental; and Danny Bachoua Chiropractic, APC.¹

GENERAL OBJECTIONS APPLICABLE TO ALL REQUESTS

United asserts each of the following general objections to the Requests, which are incorporated into United’s responses and objections to each individual Request. The following objections form a part of each response and are set forth in this manner to avoid restating them.

1. United objects to the Requests to the extent they impose obligations beyond those authorized by the Federal Rules of Civil Procedure, the Federal Rules of Evidence, the Local Rules of the District Court of Massachusetts, any applicable law, any other court orders, and agreements between the parties. United will respond in accordance with the Federal Rules and the Court’s orders and instructions governing discovery in this case.

2. United’s discovery and investigation in connection with this case are ongoing. As a result, United’s responses concern information obtained and reviewed to date, are based on United’s current understanding of each Request, and are given without prejudice to United’s right to supplement, amend, correct, clarify, or modify its responses and objections based on the results of its ongoing investigation, on any subsequently obtained information, documents, or clarification, or for any other reason.

3. United objects to the Requests as being directed to UnitedHealth Group Inc., which is an improper defendant, as it is a holding company and does not have any role in the operation of health plans or administration of claims. Its indirect subsidiary, UMR Inc., and previously, its subsidiary, HealthScope Benefits, Inc. (together referred to as “UMR” for purposes of these

¹ The Court compelled the claims of plaintiffs Dennis C. Ayer, Pacific Inpatient Medical Group, and Frank J. Scaccia against United to arbitration; accordingly, the claims brought by these three plaintiffs are stayed. *See* Dkt. 184. Thus, United responds to James Paul Allen DDS d/b/a/ Allen Dental and Danny Bachoua Chiropractic, APC (hereinafter referred to “Plaintiffs”).

Responses only), at times used Zelis out-of-network repricing tools on behalf of a limited number of self-funded plan sponsors. United objects to the Requests, and to the definitions and instructions set forth therein, to the extent that they seek information from individuals or entities other than UMR.

4. United objects to the Requests to the extent they seek information that is not relevant to the claims or defenses of any party.

5. United objects to the Requests to the extent the burden or expense of searching for, identifying, restoring, recovering, and/or reviewing the information requested would outweigh, or is disproportionate to, the likely benefit of the discovery, taking into account the relevance, volume, importance, and accessibility of the documents sought, as well as the needs of this case and other applicable factors.

6. United objects to the Requests, including the definition of “Relevant Period” as addressed in United’s Specific Objections below, to the extent the time period for the Requests renders them overly broad, unduly burdensome, and not proportional to the needs of the case. Specification of a time period in these Responses is neither intended to be, nor shall be construed as, an admission by United that the time period specified is in fact relevant to this litigation.

7. United objects to the Requests to the extent they call for the production of duplicative or cumulative documents.

8. United objects to the Requests to the extent that they are vague, ambiguous, or confusing, by failing to adequately define terms or by using terms the meaning of which are not readily available or decipherable. United’s responses to these Requests shall not be construed in any way as an admission that any definition provided by Plaintiffs is either factually correct or legally binding on United, or as a waiver of United’s objections. The responses and objections stated below are based upon United’s reasonable interpretation of the plain language of the Requests; United reserves its right to amend or supplement further these responses and objections in the event that Plaintiffs assert a construction that differs from United’s reasoned interpretation.

9. United objects to the Requests on the grounds and to the extent that they call for

the production of any information or documents protected by attorney-client privilege, joint-defense/common interest privilege, mediation privilege, the attorney-work-product doctrine, Federal Rule of Evidence 502, any other legally cognizable privilege or immunity, or the laws, regulations, or policies of other countries, and United and its counsel hereby assert such privileges and immunities. Inadvertent production of any information or documents that are privileged or otherwise immune from discovery shall not constitute a waiver of any privilege or of any other ground for objecting to the discovery with respect to such information or documents or the subject matter thereof, or the right of United to object to the use of any such information or documents or the subject matter thereof during these or any other proceedings. The production of a privileged or work-product-protected document, whether inadvertent or otherwise, is not a waiver of privilege or protection from discovery in this case or in any other federal or state proceeding to the fullest extent of Federal Rule of Evidence 502(d) and (e). For example, the production of privileged or work-product-protected documents in this case as part of a mass production is not itself a waiver in this case or in any other federal or state proceeding.

10. United objects to the Requests to the extent that they seek proprietary, competitively sensitive, or confidential business, commercial, financial, personal, consumer, regulatory, or trade secret information. United objects to the Requests to the extent that they seek protected health information or personal identifying information. United will produce such information only in accordance with any HIPAA-Qualified Protective Order entered or to be entered in this litigation, any Order Regarding Production of Electronically Stored Information and Paper Documents, any Preservation Order, and any other such discovery agreements or procedures as the parties or Court may establish to protect sensitive or confidential information. United's responses and objections stated herein, and any production of documents or information in response to the Requests, are made solely for purposes of this action and on the express condition that any documents and information United produces will not be used or disclosed for any other purpose.

11. United objects to the Requests to the extent that they mischaracterize facts, are

based on disputed factual assertions, or assume facts not in evidence. By providing these responses and objections, United does not admit any truth, accuracy, or completeness of any such defined term nor adopt any characterization within any of the Requests nor admits the factual premise of any of the Requests.

12. United objects to the Requests to the extent that they state or assume legal conclusions, purport to require United to draw legal conclusions, or are predicated on legal conclusions or arguments. United states that any written response, production of documents, or disclosure of information in response to the Requests is not intended to provide, and shall not constitute or be construed as providing, any legal conclusion or admission.

13. United objects to the Requests to the extent they seek to impose an obligation on United to conduct anything beyond a reasonably diligent search of readily accessible files, including electronic files, where responsive documents would reasonably be expected to be found.

14. United objects to the Requests, and to the definitions and instructions set forth therein, to the extent that they seek information that is not within United's possession, custody, and control.

15. United objects to the Requests to the extent that they purport to require United to formulate or compile information that is not so formulated or compiled in the ordinary course of United's business.

16. United objects to the Requests, and to the definitions and instructions set forth therein, to the extent that they seek information that is already in Plaintiffs' possession, that is publicly available, or that is readily available from another source.

17. United objects to the Requests to the extent they purport to require compliance within 30 days from the date of service of the Requests, which is an unreasonably short period given the scope and number of the Requests. United will respond and produce on a reasonable schedule consistent with the Federal Rules, any ESI protocol or scheduling order entered in this litigation, and the agreement of the parties.

18. United objects to the Requests to the extent they purport to impose obligations

regarding the search for, collection, processing, review, or production of electronically stored information that differ from or exceed those set forth in any ESI protocol or order entered or to be entered in this litigation. United will search for and produce ESI in accordance with any such protocol or order and the agreement of the parties.

19. By stating in these responses that United will produce documents, United does not represent that any responsive documents actually exist or that United has possession, custody, or control of documents or information responsive to any Request, but rather that United is making and will continue to make a reasonable, good faith search and attempt to ascertain whether responsive documents exist. By identifying or producing any information, documents, or things in response to any Request, United does not stipulate, and expressly reserves all objections, to the authenticity, relevance, materiality, and admissibility of any such documents or things.

SPECIFIC OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

1. United objects to the “Definitions” and “Instructions” accompanying the Requests to the extent they purport to impose any obligation on United different from or greater than those imposed by the Federal Rules of Civil Procedure or the Local Rules, and all applicable orders of this Court.

2. United objects to the Definitions and Instructions to the extent they mischaracterize United products, services, or business. Neither United’s responses and objections, nor any productions made pursuant to these Requests, reflects or is meant to reflect United’s agreement or adoption of any of Plaintiffs’ definitions, and United reserves all rights with respect to any and all such Definitions.

3. United objects to Plaintiffs’ definition of “Agreement” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it purports to sweep in irrelevant documents, in light of its purported inclusion of terms that are not commonly understood to be an “agreement,” and to the extent it uses the qualifier “all” and “any.”

United will construe the term “Agreement” according to its ordinary and customary meaning and usage.

4. United objects to Plaintiffs’ definition of “Balance Billing” as vague and ambiguous, including with respect to the phrases “any process,” “any portion,” and “Payer.” United will interpret “Balance Billing” as the amount billed to a patient for the difference between the amount charged for OON healthcare services and the amount received from the patient’s health plan, excluding amounts billed or paid for by patient responsibility (coinsurance or deductible).

5. United objects to Plaintiffs’ definition of “Claims, Payment, and Contractual Information Data Fields” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, including to the extent the definition purports to encompass “identification, assignment, maintenance, processing, handling, exchange, pricing, repricing, calculation, determination, modification, editing, updating, adjustment, deletion, distribution, communication, appeals, negotiation, location, or relationship-related information,” rendering the term so expansive as to be practically limitless. United will construe these terms to be consistent with the ordinary and customary meaning and usage of claims, payment, and contractual data as maintained in United’s systems.

6. United objects to Plaintiffs’ definition of “Data Fields” or “Structured Data Fields” as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, including to the extent the definition purports to encompass any “field headings or field names” within “one or more databases or in one or more data tables” maintained by “Defendants or other Non-Parties, within which information possibly germane to this matter is maintained, organized, uploaded, downloaded, deleted, or otherwise managed, whether in whole or in part.” United will construe this term to refer to structured data fields in United’s systems that are relevant and proportional to the needs of this case.

7. United objects to Plaintiffs’ definition of “Document” or “Documents” to the extent it imposes obligations broader than the Federal Rules of Civil Procedure. United will construe these terms in accordance with Fed. R. Civ. P. 34(a) and Local Rule 26.5(c)(2).

8. United objects to Plaintiffs' definition of "OON Payer Market" on the grounds that it mischaracterizes facts, is based on disputed factual assertions, assumes facts not in evidence, purports to require United to draw legal conclusions, and is predicated on legal conclusions or arguments, including to the extent the definition asserts the existence of a cognizable antitrust market in which "OON Healthcare Services are sold by OON Providers and purchased by Payers." United will construe this term solely to refer to Plaintiffs' allegations regarding Plaintiffs' asserted market and does not admit those allegations or otherwise admit the existence of any market described in this definition.

9. United objects to Plaintiffs' definition of "OON Repricing Services" as vague and ambiguous, overly broad, unduly burdensome, and misleading insofar as that term includes products that do not "reprice[], negotiate[], or renegotiate[] the cost of OON Services" or are not involved in such activities. United's use of this term in its responses does not constitute an admission regarding the nature or function of any particular product or services.

10. United objects to Plaintiffs' definition of "Payer" as vague and ambiguous, mischaracterizes facts, based on disputed factual assertions, and assumes facts not in evidence, including to the extent the definition asserts that entities such as managed-care organizations and third-party administrators "adjudicate[] or set[] process for Healthcare Services." United will construe this term to refer to the ordinary and customary meaning and usage of the terms payor or payer in the health-insurance industry.

11. United objects to Plaintiffs' definition of "Pricing for OON Services" as vague and ambiguous, overly broad, and unduly burdensome particularly as to the undefined term "process." United objects to Plaintiffs' definition of "Pricing for OON Services" as misleading, including but not limited to the extent that it suggests a "Payer" has the power to determine or set the "actual amount paid to a Provider" for "OON Services."

12. United objects to Plaintiffs' definition of "Relevant Conduct" as vague and ambiguous, overly broad, and unduly burdensome to the extent it purports to encompass "any of the conduct alleged in" the Complaint, which is hundreds of pages long, as well as six additional,

overbroad categories of information that are not limited to the subject matter alleged in the Complaint.

13. United objects to Plaintiffs' definition of "Structured Data" as overly broad and unduly burdensome, including to the extent the definition purports to encompass "any electronic data that resides in a fixed field within a record or file with data organized in columns/rows in a predefined format," without excluding non-database file sources, such as unstructured electronic documents that happen to include information presented in columns or rows, or data that is irrelevant or disproportionate to the needs of the case.

14. United objects to Plaintiffs' definition of "You" and "Your" as vague and ambiguous, overly broad, and unduly burdensome, including to the extent the definition purports to include United's "subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees." In responding to the Requests, United will construe "You" and "Your" to refer to UnitedHealth Group Inc. only. As noted in United's General Objections, UnitedHealth Group Inc. 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. Its indirect subsidiary, UMR Inc., and previously, its subsidiary, HealthScope Benefits, Inc. (together referred to as "UMR" for purposes of these Responses only), at times used Zelis out-of-network repricing tools on behalf of a limited number of self-funded plan sponsors. United objects to the Requests, and to the definitions and instructions set forth therein, to the extent that they seek information from individuals or entities other than UMR. As set forth in response to the specific Requests, United will limit its productions to documents from the files of UMR only, unless stated otherwise.

15. United objects to Plaintiffs' definition of "Zelis" as vague and ambiguous, overly broad and unduly burdensome, to the extent the definition purports to include not only the named Zelis Defendants but also "more than a dozen other Zelis-related legal entities" and "all of its partners, corporate parents, subsidiaries, or affiliates." United will construe "Zelis" to refer to the named Zelis Defendants in this action.

16. United objects to Instruction No. 1 on the grounds that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, including to the extent the Instruction demands supplementary responses within “seven (7) days of discovery or obtaining possession” “of any Document or ESI previously requested or required to be produced.” In responding to the Requests, United will comply with its obligations under Federal Rule of Civil Procedure 26(e) and any applicable Court order.

17. United objects to Instruction No. 4 on the grounds that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure. In responding to the Requests, United will provide a privilege log(s) consistent with its obligations under Federal Rule of Civil Procedure 26(b)(5), any applicable ESI Protocol, and any other discovery agreements or orders applicable in this action.

18. United objects to Instruction No. 6, which asks United to produce “all” documents “not otherwise responsive to these Requests” that “mention, discuss, refer to, or explain any responsive Document.” This Instruction is unduly burdensome and disproportional to the needs of the case. United will not follow this Instruction.

19. United objects to Plaintiffs’ definition of the “Relevant Period” in Instruction No. 12 as overly broad, and unduly burdensome to the extent it “include[s]” documents “that relate to such period.” Unless otherwise stated, United will respond as to documents from January 1, 2016 through the present, subject to its objections. By agreeing to produce documents relating to the time period from January 1, 2016 to present, United does not agree that this is the “Relevant Period” for purposes of future requests, and reserves the right to object to any relevant time period for future requests, including to the extent that they go beyond the applicable statute of limitations.

20. United objects to Instruction No. 13 on the grounds that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, including to the extent that it purports to dictate the format in which United must produce “Samples of Structured Data.” In responding to the Requests, United will produce

documents and data in accordance with any applicable ESI Protocol or other discovery agreements or orders.

21. United objects to Instruction No. 14 on the grounds that it is vague and ambiguous, overly broad, and unduly burdensome, including to the extent the Instruction purports to require production of “documentation corresponding to and sufficient to understand all Samples of Structured Data.” United further objects to this Instruction to the extent it purports to require United to create documentation, compilations, or explanatory materials that do not exist in the ordinary course of United’s business. In responding to the Requests, United will search for and produce responsive documentation that exists in the ordinary course of United’s business (if any), subject to its general and specific objections.

REQUESTS FOR PRODUCTION

I. Corporate Organization, Identity, and Relationships

REQUEST NO. 1: All Documents and Communications concerning your corporate structure and that of all of your affiliates, subsidiaries, or related entities that use, subscribe to, purchase, or otherwise benefit from Zelis’ OON Repricing Services.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of “[a]ll” documents and communications, when a subset of documents may be sufficient to show any relevant information. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that “Zelis’ OON Repricing Services” purports to encompass issues irrelevant to or outside the scope of the claims and defenses of the case. United further objects to this Request because the phrase “otherwise benefit from” is undefined, vague, and ambiguous. United further objects to this Request as overly broad, unduly burdensome, and not

proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business, or that are not in United's possession, custody, and control. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will produce non-privileged documents sufficient to show the structure of the relevant divisions of UMR from the relevant period, to the extent such documents exist, are within United's possession, custody, and control, and can be located after a reasonably diligent search. United will also produce non-privileged documents sufficient to show UMR's placement within UnitedHealth Group Inc.

REQUEST NO. 2: Organizational charts and/or other documents sufficient to identify each of Your departments, divisions, business units, project groups, assigned personnel, or other organizational units (however labeled or referred to), and all personnel, involved in any Relevant Conduct, along with its or their positions, titles, roles, responsibilities, and the periods of time those positions, titles, roles, or responsibilities were held.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, vague, and ambiguous, and not proportional to the needs of the case because it purports to call for documents containing a variety of information ("positions, titles, roles, responsibilities, and the periods of time...") for

“all personnel” “involved in any Relevant Conduct,” in a case involving a Complaint that is hundreds of pages long. United further objects to the defined term “Relevant Conduct,” which purports to encompass “any of the conduct alleged in” the Complaint, which is hundreds of pages long, as well as six additional, overbroad categories of information that are not limited to the subject matter alleged in the Complaint and refer to other overbroad defined terms, such as “communications with any regulatory authority or governmental agency or division concerning any actual or potential investigation into the Pricing of OON Services” and “payment for OON Healthcare Services.” As drafted, the Request would require United to provide the listed information for any person who was “involved” in the pricing of any OON Services, which is disproportional to the needs of the case. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business, or that are not in United’s possession, custody, and control. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will produce non-privileged organizational charts or similar documents sufficient to identify UMR personnel responsible for interacting with Zelis and managing the out-of-network programs UMR offers to plan sponsors, to the extent those organizational charts exist, are within United’s possession, custody, and control, and can be located after a reasonably diligent search.

REQUEST NO. 3: Your audited and unaudited financial statements, forecasts, profit and loss statements, earnings, costs, and expenses for each year, whether in draft or final form.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks financial documents that are irrelevant to the claims and defenses in this action. United further objects to this request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks financial documents in “draft or final form”; United will produce responsive documents, subject to these objections, in final form only. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent that it seeks the disclosure of documents that are publicly available. To the extent this request seeks documents that are not publicly available, United objects to the request as seeking documents that are confidential, proprietary, and irrelevant to the subject matter of this litigation. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: UnitedHealth Group Inc.’s financial records are irrelevant. United will produce relevant financial statements from UMR that are responsive to this Request to the extent they exist and are identified by the search parameters agreed upon by the parties or set forth in any applicable ESI protocol or order.

REQUEST NO. 4: All documents and communications concerning communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare,

technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case including because it purports to require United to produce “All documents and communications” within a broadly defined category that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United further objects on the grounds that the Request is not proportional to the needs of the case, specifically because the terms “investors,” “creditors,” “healthcare, technology, investor, creditor, or health insurance conferences,” “OON Services,” “pricing of OON Services” and “competition” are overbroad, unduly burdensome, vague, and ambiguous. United further objects on the grounds that the documents called for by this Request (e.g., UnitedHealth Group Inc.’s investors and creditors, earnings call transcripts) are wholly irrelevant. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent that it seeks documents that are not in United’s possession, custody, and control. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate requests for production.

REQUEST NO. 5: All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with repricing of OON Claims.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case including because it purports to require United to produce “All documents and communications” within a broadly defined category that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case and instead purports to encompass every employee that has any responsibility related to the repricing of OON Claims without limitation. To the extent the documents sought by this Request are relevant for any employee, they are only marginally relevant, and United objects to the extent Plaintiffs seek these documents for each employee that has any responsibilities related to the repricing of OON claims. United further objects to this request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents in “draft or final form.” United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent that it seeks documents that are not in United’s possession, custody, and control. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate requests for production.

REQUEST NO. 6: All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Payers communicated about OON Repricing Services, or otherwise communicated about suppressing payments for OON Services; or (b) that Zelis and one or more Payers communicated about using OON Repricing Services or otherwise communicated about suppressing payments for OON Services.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll documents and communications concerning, reflecting, or containing information about" an undefined and open-ended set of "efforts." United further objects to this Request to the extent it assumes or implies the existence of "efforts ... to ... hide, conceal, downplay, ... delete, or destroy evidence," which United denies. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, the joint-defense or common-interest privilege, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and

allegations in this case. United also objects to this request as improper at this stage of the proceedings because discovery into document- and data-retention practices is a form of “discovery on discovery” that is permitted only when relevant and proportional to the needs of the case, and no such showing has been made here. Courts routinely limit such “discovery on discovery,” restricting it to when the information requested is directly “relevant to a party’s claims or defenses and proportional to the needs of the case.” *Greer v. Moon*, 2025 WL 786698, at *2 & n.15 (D. Utah Mar. 12, 2025) (denying plaintiff’s motion to compel and explaining “[d]iscovery regarding a party’s discovery and retention process—often referred to as ‘discovery on discovery’—generally does not meet [discovery] standards”); *Town of Westport v. Monsanto Co.*, 2015 WL 13685105, at *3–4 (D. Mass. Nov. 5, 2015) (denying plaintiffs’ motion to compel additional information regarding defendants’ document-retention policies).

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate requests for production.

II. Structured Data

REQUEST NO. 7: Samples of Structured Data sufficient to show all Data Fields for each paid Claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case in that it purports to require United to produce samples sufficient to show “all Data Fields” without limitation to the data relevant to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. Any production of information

about Data Fields by United should not be construed as agreement to produce the underlying data for those fields. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents or data concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business, or that are not within United's possession, custody, and control. United further objects to this Request to the extent it seeks documents or data outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case. United reserves all objections as to any request for the production of data, including objections based on undue burden and proportionality.

Subject to and without waiving the foregoing objections, United responds as follows: United will produce a non-privileged sample of Structured Data sufficient to show relevant data fields regarding paid claims for out-of-network healthcare services covered by plans insured or administered by UMR. United is willing to meet and confer with Plaintiffs regarding this sample of Structured Data.

REQUEST NO. 8: Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the containing database(s), the field or set of field(s) which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table to merge databases or tables together. Data information and formatting should be consistent, including the physical and virtual location of the data, where data warehouses and standards have changed over time, and

the identity of the directors, officers, employees, agents, and consultants assigned to data management responsibilities. If formatting or data field names have changed over the Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across physical and virtual locations and data files.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case in that it purports to require United to produce “Documentation sufficient to understand all produced Structured Data” that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create, formulate, or compile documents, data fields, narratives, or mappings that are not maintained or formulated in the ordinary course of business, including to the extent it purports to require United to identify “the directors, officers, employees, agents, and consultants assigned to data management responsibilities.” United further objects to this Request to the extent it seeks documents or data outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case. United further objects to this Request to the extent it is duplicative of Request No. 7 and Instruction 14. United reserves all objections as to any request for the production of data, including objections based on undue burden and proportionality.

Subject to and without waiving the foregoing objections, United responds as follows:

United will produce data dictionaries or similar documents sufficient to understand the fields identified in United's production in response to Request No. 7, to the extent such documents exist, are within United's possession, custody, and control, can be located after a reasonably diligent search, and are maintained in the ordinary course of United's business.

III. "Repricing" Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 9: All documents and communications concerning Zelis' OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, systems, or other processes, including, but not limited to, any aspect of Your Pricing for OON Services generally, Your policies, procedures, and guidelines; factors or information You considered consider, used, use, proposed, or propose in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered, consider, used, use, proposed, or propose; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, consider, used, use, proposed or propose for Pricing of OON Services.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it requests "[a]ll documents and communications" "concerning any aspect" of United's Pricing for OON Services, given that numerous factors may affect the pricing of an OON Service, including plan sponsor elections and claim-specific circumstances, and to the extent it requires United to produce "[a]ll documents and communications" within a broadly defined category that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United further objects to this Request as vague, ambiguous, and misleading to the extent it suggests that United sets prices for OON

Services, as opposed to, for example, the sponsors of health benefit plans for which United administers claims. United further objects to this Request to the extent it requests documents concerning “budgeting” and “spending related to claims processing and loss adjustment expenses,” which are overly broad, unduly burdensome, and outside the scope of the allegations in the Complaint. United further objects to this Request to the extent it seeks documents concerning Zelis’s own tools, technologies, methodologies, formulas, or algorithms, which are within Zelis’s possession, custody, and control and are more appropriately sought from Zelis. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs regarding the scope of this Request to develop a reasonable and proportionate search protocol to identify and produce relevant non-privileged documents in United’s possession, custody, and control that are responsive to this Request.

REQUEST NO. 10: Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis’ OON Repricing Services including but not limited to:

- a. “Established Reimbursement Schedule” or “Established Reimbursement Solution®” (“ERS”);
- b. “Reference Based Pricing” (“RBP”);

- c. “Zelis Open Access Pricing®;”
- d. “Zelis Price Map;”
- e. “Zelis Intelligent Pricing Platform” (“ZIPPP”);
- f. “Network 360®;” and
- g. “QuickReprice.”

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks materials that are not within United’s possession, custody, and control, but rather within the possession, custody, and control of Zelis. By way of example, the Request seeks materials “used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification” of Zelis “service(s).” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning “Services” (such as “Zelis Price Map” and “Zelis Intelligent Pricing Platform”) that are not alleged in the Complaint. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United agrees to produce documents sufficient to show features of the alleged Zelis repricing tools

that UMR used, to the extent they exist, can be located after a reasonable search, and are within United's possession, custody, and control.

REQUEST NO. 11: All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON claims priced, in whole or in part, using Zelis' OON Repricing Services.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents and communications when a subset of documents may be sufficient to show any relevant information, and because the 837 files, EDIs, and 835 files it seeks are claim-level structured data that is the subject of, and more appropriately addressed by, Request Nos. 7 and 8 and the parties' negotiation of a structured-data production. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks claim files or ERAs pertaining to parties other than those involved in this action. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create, compile, or retrieve documents or information in manners in which United does not otherwise compile or retrieve in the ordinary course of business, or that are not within United's possession, custody, and control. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs'

claims and allegations in this case. United reserves all objections as to any request for the production of data, including objections based on undue burden and proportionality.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request. United is willing to meet and confer with Plaintiffs to the extent Plaintiffs identify specific elements of information not included in United's anticipated production of Structured Data.

IV. Information Sharing

REQUEST NO. 12: All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis's client conference notes or transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents and

communications when a subset of documents may be sufficient to show any relevant information, and because it purports to require United to produce “[a]ll documents and communications” within a broadly defined category that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as vague and ambiguous, including with respect to the phrase “concerning in any way OON claims, payments, or contractual information,” which is undefined and untethered to the subject matter of the Complaint. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case insofar as it purports to require United to collect and produce, as a discrete category, “travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions,” the collection of which would impose a burden disproportionate to any benefit to the resolution of the claims and defenses in this case. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents and communications that are not within United’s possession, custody, and control, or that can be obtained from sources that are more convenient, less burdensome, and less expensive, including because it seeks documents and communications between or among entities other than United. United further objects to this Request to the extent it presupposes that United engaged in the deletion, destruction, or relocation of recordings, film, or other documents — including through the request for “indicia of deletion, destruction, or relocation of those recordings or film” — which United denies. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, the joint-defense or common-interest privilege, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will interpret Plaintiffs' request to be limited to documents and communications related to the alleged conduct described in the Complaint. In light of that interpretation, United is willing to confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce non-privileged documents responsive to this Request, to the extent such documents exist and are within United's possession, custody, and control.

REQUEST NO. 13: All documents related to Zelis' "Payments Harmonization Index," including, but not limited to, any and all such "Payments Harmonization Index" documents concerning any quantitative survey on which it is/was based, any reports generated or otherwise created by or in relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents, including "any and all" documents concerning "any quantitative survey" and "any documents that the Payment Harmonization Index relies on." United also objects to this Request as vague and ambiguous, including because the term "Payments Harmonization Index" used in the Request does not correspond to any defined term, and because Plaintiffs' definition of "Payment Harmonization Index" identifies a study commissioned and conducted by entities other than United. United further objects to this Request as seeking information outside United's knowledge insofar as it seeks documents that the index "relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities." United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents that are

not within United's possession, custody, and control, or that can be obtained from sources that are more convenient, less burdensome, and less expensive, including Zelis, as the index is a study commissioned by Zelis. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce relevant non-privileged documents in United's possession, custody, and control that are responsive to this Request and cannot be obtained from Zelis.

REQUEST NO. 14: All documents and communications related to any form of user groups or user advisory groups (i.e., any group formed for the purpose of providing feedback, advice, or comment) for any of Zelis' OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents and communications when a subset of documents may be sufficient to show any relevant information.

United also objects to this Request as vague and ambiguous, including with respect to the terms “user groups,” “user advisory groups,” and “meeting invitations.” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents that are not within United’s possession, custody, and control, or that can be obtained from sources that are more convenient, less burdensome, and less expensive, including Zelis. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs regarding the scope of this Request and the extent to which United has any unique non-custodial documents concerning user groups for Zelis’s out-of-network repricing services that Plaintiffs cannot obtain from Zelis, and will produce non-privileged responsive documents identified by an agreed-upon search protocol, to the extent such documents exist, are within United’s possession, custody, and control, and can be located after a reasonably diligent search.

REQUEST NO. 15: All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis or that Zelis is required to provide Payers in connection with Payers’ use of Zelis’ OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information,

the frequency with which the information is provided from one or more Payers to Zelis, and/or the frequency with which the information is provided from Zelis to one or more Payers.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that “Zelis’ OON Repricing Services” includes services irrelevant to or outside the scope of the claims and defenses of the case, and because it purports to require the production of “[a]ll” documents and communications when a subset of documents may be sufficient to show any relevant information. United also objects to this Request as vague and ambiguous, and as calling for a legal conclusion, with respect to the phrase “are required to provide,” and as vague and ambiguous with respect to “contractual-related information.” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents and communications that are not within United’s possession, custody, and control, or that can be obtained from sources that are more convenient, less burdensome, and less expensive, including because it seeks information that Zelis “is required to provide Payers” other than United and information that is a matter of public record. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and

search terms, to identify and produce existing non-privileged documents in United's possession, custody, and control that are responsive to this Request.

V. Communications and Agreements with Payers

REQUEST NO. 16: All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require United to produce “[a]ll documents and communications” within a broadly defined category that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning individuals or entities whose claims against United have been compelled to arbitration and stayed, *see* Dkt. 184; United responds to this Request only as to Plaintiffs James Paul Allen DDS d/b/a Allen Dental and Danny Bachoua Chiropractic, APC. United further objects to this Request to the extent it seeks information concerning the “pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim,” which is claim-level information more appropriately addressed through the parties’ negotiation of a protocol for the discovery of individual claim files. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks material that is equally available to Plaintiffs or already within Plaintiffs’ possession, custody, and control. United further objects to

this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business, or that are not within United's possession, custody, and control. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce relevant, non-privileged custodial documents regarding Plaintiffs James Paul Allen DDS d/b/a/ Allen Dental and Danny Bachoua Chiropractic, APC within United's possession, custody, and control.

REQUEST NO. 17: All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreements, including, but no [sic] limited to, agreements concerning the exchange or delivery of Claims, payment, pricing, or contractual information, as well as agreements to pay Zelis a commission or other compensation based in any way on the savings from Zelis's OON Repricing Services, any disclosures of such commissions or agreements, and any reports or summaries of such paid commissions or incentives.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents when a

subset of documents may be sufficient to show any relevant information. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, and as neither relevant to the claims or defenses of any party, to the extent it seeks “any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement,” as opposed to final and/or executed agreements; the drafts, proposals, pitches, discussions, and negotiations preceding a final agreement are not relevant to the claims and defenses in this case and their production would impose a burden disproportionate to any benefit. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning the “exchange or delivery of Claims, payment, pricing, or contractual information” that are not limited to UMR’s practices related to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will produce (i) final and/or executed Agreements (including Statements of Work, amendments, attachments, exhibits, side letters) between Zelis and United in connection with out-of-network repricing and (ii) any agreements between United and Payers concerning Zelis, including draft agreement, to the extent such documents exist, are within United’s possession, custody, and control, and can be located after a reasonably diligent search.

REQUEST NO. 18: All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to

Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; and any efforts by You to prevent Balance Billing in connection with OON Claims.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad and unduly burdensome to the extent it would require United to search every claim file or administrative record to determine what, if any, Balance Billing may have occurred or been threatened with respect to any claim. United also objects to this Request as vague and ambiguous to the extent the phrases “actual or projected ability of Providers to Balance Bill Patients” and “estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts” are undefined. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce relevant non-privileged documents in United’s possession, custody, and control that are responsive to this Request, to the extent such documents exist.

REQUEST NO. 19: All documents and communications related to any Provider no longer agreeing to treat Patients on an OON basis or accept Patients' OON insurance benefits (or the threat or possibility thereof), including:

- a. the Provider's stated, inferred, likely, or assumed reasons for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits;
- b. the actual or anticipated impact on Patient access to care, network adequacy, or member satisfaction; and
- c. any internal assessment, analysis, or response by You regarding such Provider conduct or its consequences.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad and unduly burdensome, as it would require United to search for any instance in which any Provider, among the tens of thousands of Providers that UMR encounters in a year, communicated to any of UMR's many employees that it was no longer treating, or potentially no longer treating, a Patient on an OON basis. United also objects to this Request as vague and ambiguous insofar as it seeks a Provider's "stated, inferred, likely, or assumed reasons" for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll documents and communications" within a broadly defined category that is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this

Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce relevant non-privileged documents in United's possession, custody, and control that are responsive to this Request.

VI. Market and Competitive Conditions

REQUEST NO. 20: All documents and communications concerning any analysis of any Payers' Pricing for OON Services (including, without limitation, Yours) or pricing in the OON Payer Market generally, including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers' actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require United to produce "[a]ll documents and communications" concerning "any analysis of any Payers' Pricing for OON Services," whether by United or another entity, as well as "pricing in the OON Payer Market generally," which is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs

in this case. United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, with respect to the phrases “the relationship (if any) between prices,” “actual or anticipated reactions to particular Prices,” and “the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services.” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce relevant, non-privileged documents in United’s possession, custody, and control that are responsive to this Request, to the extent such documents exist.

REQUEST NO. 21: All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, internally inconsistent, and not proportional to the needs of the case because it purports to require the production of “[a]ll” documents “sufficient to show” the matters described, when documents sufficient to show such

matters are, by definition, a subset of all responsive documents; United will construe this Request as seeking documents sufficient to show the matters described. United also objects to this Request as vague and ambiguous, and not proportional to the needs of the case, with respect to the terms “market share,” “competitive position,” “market presence,” and “those You consider to be competitors,” none of which is defined. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will produce non-privileged documents sufficient to show the out-of-network services UMR offers and the geographic areas in which it offers them, to the extent such documents exist, are within United’s possession, custody, and control, and can be located after a reasonably diligent search.

VII. Regulatory, Litigation, and Investigations

REQUEST NO. 22: All documents and communications concerning Zelis’ OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee, subcommittee, or member of the United States House of Representatives, United States Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This

request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, vague, ambiguous, and not proportional to the needs of the case insofar as it seeks “[a]ll” documents and communications concerning “OON Claims Pricing generally” that United has provided to “any governmental entity,” without limitation to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as vague, ambiguous, and not proportional to the needs of the case with respect to the terms “OON Repricing Services” and “OON Claims Pricing generally.” United further objects to this Request as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of documents covered by Plaintiffs’ other requests for production. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, the joint-defense or common-interest privilege, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request, to the extent such documents exist, beyond those produced in response to Plaintiffs’ separate requests for production.

REQUEST NO. 23: Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as seeking information that is not relevant to the claims or defenses of any party and is not proportional to the needs of the case, to the extent it seeks information beyond UMR's practices related to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as improper at this stage of the proceedings because discovery into document- and data-retention practices is a form of "discovery on discovery" that is permitted only when relevant and proportional to the needs of the case, and no such showing has been made here. Courts routinely limit such "discovery on discovery," restricting it to when the information requested is directly 'relevant to a party's claims or defenses and proportional to the needs of the case.' *Greer v. Moon*, 2025 WL 786698, *2 & n.15 (D. Utah Mar. 12, 2025) (denying plaintiff's motion to compel and explaining "[d]iscovery regarding a party's discovery and retention process—often referred to as 'discovery on discovery'—generally does not meet [discovery] standards"); *Town of Westport v. Monsanto Co.*, 2015 WL 13685105, at *3–4 (D. Mass. Nov. 5, 2015) (denying plaintiffs' motion to compel additional information regarding defendants' document-retention policies). United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to produce documents responsive to this Request.

REQUEST NO. 24: All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Payer.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case insofar as it seeks “[a]ll non-privileged documents and communications.” United also objects to this Request as vague and as failing to specify with reasonable particularity the meaning of “internal or external inquiry or investigation requested by You.” United further objects to subparts (a), (b), and (e) as seeking information that is not relevant to the claims or defenses of any party and is overly broad, unduly burdensome, and not proportional to the needs of the case, including because subparts (a) and (b) seek internal compliance policies and training materials concerning interaction with competitors generally, and subpart (e) seeks documents concerning United’s relationships with Payers generally, none of which is limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the

needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, the joint-defense or common-interest privilege, or any other applicable privilege, doctrine, or protection, including with respect to subpart (c), which seeks documents concerning this litigation. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request, to the extent such documents exist, beyond those produced in response to Plaintiffs' separate requests for production.

VIII. Transparency in Coverage ("TIC") Rule

REQUEST NO. 25: All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage ("TIC") Rule including, but not limited to, (a) Your interest in or ability to using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made to Zelis, made by Zelis to Payers (including, but not limited to, You), made by Zelis to the public, made by Payers (including, but not limited to, You) to the public, or made by one Payer (including, but not limited to, You) to one or more other Payers (including, but not limited to, You), differ or exceed that as required by the TIC Rule.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents and

communications when a subset of documents may be sufficient to show any relevant information. United also objects to this Request as vague and ambiguous, including with respect to the phrases “interest in or ability to using” and “help suppress payments for OON Healthcare Services.” United further objects to this Request as seeking information that is not relevant to the claims or defenses of any party and is not proportional to the needs of the case, to the extent it seeks documents concerning TIC Rule compliance untethered to the OON pricing conduct alleged. TIC data is irrelevant to UMR’s use of Zelis, and UMR does not independently report TIC data. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents that are a matter of public record or available through public sources. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will not be producing documents in response to this Request.

IX. Claims Processing

REQUEST NO. 26: All documents and communications related to transaction information transmitted via any used or applied transaction technologies or transaction networks, including, but not limited to, the Electronic Information Exchange Infrastructure (or Electronic Data Interchange), for repriced claims for OON Services, including, without limitation, why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions

and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, and as duplicative of, at least, Request Nos. 8 and 11. United also objects to this Request as vague and ambiguous to the extent it does not define “transaction technologies” or “transaction networks.” United further objects to this Request to the extent the information sought is not reasonably available or accessible, or is unduly burdensome to capture, collect, and produce. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case. United reserves all objections as to any request for the production of data, including objections based on undue burden and proportionality.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request. To the extent any responsive claim-level information exists, it is more appropriately addressed through the parties’ negotiation of structured-data discovery and a protocol for the discovery of individual claim files.

X. Financial Documents

REQUEST NO. 27: Documents sufficient to show Your charges and spending on costs related to the use of each of Zelis’ OON Repricing or other types of services performed by Zelis, including but not limited to: (a) the amount of money that You charged to each of Your Subscribers on a monthly, quarterly, and annual basis or any other form of fee charged to a Subscriber in exchange for setting, adjudicating, or negotiating prices for OON Services that are lower than billed charges

for those OON Services; (b) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for Zelis' OON Repricing Services separated by service; (c) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for the use of any of Zelis' PPO networks; (d) any efforts by You or any other Payer to reduce or alter the amounts owed to Zelis, and the basis thereof; (e) access to any other Payor's claim information that is not Yours.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, vague, and ambiguous with respect to the phrase "charges and spending on costs related to the use of each of Zelis' OON Repricing or other types of services performed by Zelis." United further objects to this Request to the extent the information sought is not reasonably available or accessible, or is unduly burdensome to capture, collect, and produce, including because the Request purports to require United to produce financial documents organized "on a monthly, quarterly, and annual basis" and "separated by service." United further objects to subpart (e) as overly broad, unduly burdensome, and not relevant to the claims or defenses of any party to the extent it seeks documents concerning "access to any other Payor's claim information that is not Yours." United also objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business, or that are not within United's possession, custody, and control. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows:

United will meet and confer with Plaintiffs to discuss what documents Plaintiffs seek through this Request and to develop a reasonable search protocol to identify non-privileged documents in United's possession, custody, and control that are responsive to this Request.

XI. Market and Competitive Conditions

REQUEST NO. 28: All documents and communications concerning, reflecting, or containing information about any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations, whether made by You, Zelis, or any Payer, that Zelis had the power, information, capability, or resources to compete against You or other Payers as a PPO.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll documents and communications" concerning Zelis's "power, information, capability, or resources to compete against You or other Payers as a PPO," when a subset of documents may be sufficient to show any relevant information. United also objects to this Request as vague and ambiguous, including with respect to the terms "threats," "indications," "suggestions," "suspicions," and "rumors." United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents and communications authored by or concerning Zelis or Payers other than United, which are not within United's possession, custody, and control and are more appropriately sought from Zelis or those Payers. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this

Request to the extent it requires United to create or compile documents that are not maintained in the ordinary course of business. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will not be producing documents in response to this Request as no responsive documents exist.

XII. Use of OON Repricing Services and Methods

REQUEST NO. 29: All documents and communications related to any Payer's use, consideration, or analysis of Zelis' OON Repricing Services, including:

- a) any Payer's consideration, discussion, or analysis of the benefits, strengths, weaknesses, detriments, or concerns associated with using any of Zelis' OON Repricing Services or entering into an Agreement with Zelis to use any of Zelis' OON Repricing Services;
- b) any pricing rules, methodologies, or procedures used by any Payer that utilizes any of Zelis' OON Repricing Services, including preference forms, any pricing or operational overrides, caps, benchmarks, elected percentiles, rules for the treatment of claims where Zelis' OON Repricing Services cannot achieve a specified target price for an OON Service, or rules for how claims are priced;
- c) the underpayments or alleged savings generated by any Payer utilizing Zelis' OON Repricing Services, including any explanation of how those underpayments or alleged savings are calculated;
- d) proposed or actual changes that Zelis suggested or advocated to any Payer, including, but not limited to, You, concerning how that Payer implemented or used any of Zelis' OON Repricing Services, including, but not limited to, caps, benchmarks, elected percentiles, and/or negotiation parameters;

- e) any Payers' consideration, analysis, rejection, approval, or adoption of any change to how they implement or utilize any of Zelis' OON Repricing Services and the reasons for such a change;
- f) any Payer's consideration or analysis of actually or potentially discontinuing, pausing, curtailing, or terminating the use of any of Zelis' OON Repricing Services;
- g) any deviations or divergences from the prices that any of Zelis' OON Repricing Services set for an OON Service and the amount that a Payer paid to a Provider for the OON Service, including the frequency of such deviations or divergences and the reasons for such deviations or divergences;
- h) any group or meeting of two or more Payers to discuss their implementation of any of Zelis' OON Repricing Services or potential changes to any of Zelis' OON Repricing Services;
- i) any consideration, analysis, study or discussion of any other Payer's use of Zelis' OON Repricing Services; and
- j) internal discussions and communications regarding reports, market intelligence, and information about other Payers, including competitors, provided by Zelis and including any efforts by Zelis or You to de-anonymize this information.
- k) the inclusion, substitution, exploitation, benchmarking, benefits provided from, analyses provided from, or consideration of the use of Zelis's OON Repricing technologies, services, products, schedules, tools, or methodologies by, within, or in relation to repricing provided by one or more rival Repricers or rival repricing services or products.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that "Zelis' OON Repricing Services" includes services

irrelevant to or outside the scope of the claims and defenses of the case, and because it purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. United also objects to this Request as vague and ambiguous, including because it fails to define the terms “target price,” “deviations,” and “divergences.” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will meet and confer with Plaintiffs to develop a reasonable and proportionate search protocol, including an appropriate list of sources to be searched, the number of custodians, and search terms, to identify and produce non-privileged documents concerning UMR’s use, consideration, or analysis of Zelis’s out-of-network repricing tools, including non-privileged documents in UMR’s possession, custody, and control reflecting information Zelis provided to UMR about other Payers’ use of those tools, to the extent such documents exist and can be located after a reasonably diligent search. United will not search for or produce documents concerning Payers other than United that are not within United’s possession, custody, and control.

XIII. Information Sharing

REQUEST NO. 30: All documents and communications concerning the means, methods, or policies for setting the amounts for pricing of OON Services by or for any Payer other than You, including any effort by You to determine such information.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as vague, ambiguous, and misleading to the extent it suggests that Payers set prices for OON Services. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of “[a]ll” documents and communications when a subset of documents may be sufficient to show any relevant information. United also objects to this Request as vague and ambiguous to the extent it fails to define the terms “means,” “methods,” and “policies.” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents and communications concerning the pricing practices of Payers other than United, which are not within United’s possession, custody, and control and are more appropriately sought from those Payers or from other sources that are more convenient, less burdensome, and less expensive. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request as duplicative of, at least, Request No. 29, and incorporates its objections to Request No. 29. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: To the extent this Request seeks documents within United’s possession, custody, and control reflecting efforts by UMR to determine the means, methods, or policies for pricing of out-of-network repricing tools by Payers other than United, United will produce non-privileged

responsive documents in connection with, and to the extent identified by, the search protocol developed for its response to Request No. 29, to the extent such documents exist.

REQUEST NO. 31: All documents and communications related to the following aspects of any of Zelis' OON Repricing Services (including but not limited to RBP, ERS, QuickReprice, Payment Harmonization Index, etc.):

- a) the data sources utilized by Zelis' OON Repricing Services, including whether that data is anonymized, whether that data is publicly available, the most granular level at which the respective OON Repricing Service displays data to users, and recency of the data that the respective OON Repricing Service displays to users;
- b) the actual and claimed capabilities of each respective OON Repricing Service;
- c) marketing materials for each respective OON Repricing Service;
- d) meetings between Zelis and any Payer (including, but not limited to, You) concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, and discussions concerning those meetings;
- e) meetings between You and any other Payer concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, and discussions concerning those meetings;
- f) implementation and implementation-related guidance for the respective OON Repricing Service; and
- g) agreements concerning the use of the respective OON Repricing Service.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents and communications that are not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as overly broad and unduly burdensome to the extent it seeks materials that are not within United's possession, custody, and control, but rather within the possession, custody, and control of Zelis, including because subparts (a), (b), and (c) seek information concerning the data sources, capabilities, and marketing of Zelis's own products and services. United further objects to this Request to the extent it presupposes that United engaged in efforts to delete, destroy, or relocate meeting recordings or film, which United denies. United further objects to this Request as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of documents covered by Plaintiffs' other requests for production. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request as duplicative of, at least, Request Nos. 12 and 17, and incorporates its objections to those Requests. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request, to the extent such documents exist, beyond those produced in response to Plaintiffs' separate requests for production.

XIV. Customer Disclosures and Representations

REQUEST NO. 32: All disclosures, Health Plan information, and summary plan descriptions for Your health insurance coverage or administrative services, whether offered on a fully-insured basis

or administrative services only basis, relating to: (a) Your use of any product or service provided by Zelis to price OON Services; (b) any fees charged by You to a Subscriber or Patient in exchange for setting, adjudicating, negotiating, or paying prices for OON Services that are lower than billed charges for those OON Services; and (c) for each Health Plan, including, but not limited to, any and all PPOs offered by You, any and all U.S. states, districts, and territories where such plans were offered, along with any changes in the locations of where such offerings were made available to consumers, patients, employers, and/or subscribers during the Relevant Period.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, and as seeking information not relevant to the claims or defenses of any party, to the extent it seeks “[a]ll disclosures, Health Plan information, and summary plan descriptions” that are not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as vague, ambiguous, and misleading to the extent it suggests that Payers “price OON Services” or “set[], adjudicat[e], negotiat[e], or pay[] prices for OON Services.” United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United’s General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs’ claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United will produce non-privileged documents sufficient to show agreements with members during the Relevant Period that relate to use of Zelis’ Established Reimbursement Solution (ERS)

or Reference Based Pricing (RBP), to the extent such documents exist and are in United's possession, custody, and control.

REQUEST NO. 33: All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE:

United hereby incorporates its General Objections and Specific Objections to Instructions and Definitions as though fully set forth herein.

United objects to this Request as seeking information not relevant to the claims or defenses of any party and not proportional to the needs of the case, to the extent it seeks documents regarding disciplinary actions against employees for violations of policies concerning competitor interactions that are unrelated to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. United also objects to this Request as violating the privacy rights of third parties in pursuit of information that is of no or marginal relevance. United further objects to this Request as unduly burdensome and unnecessarily duplicative insofar as it calls for the production of documents covered by Plaintiffs' other requests for production. United further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning subsidiaries other than UMR, for the reasons stated in United's General Objections. United further objects to this Request to the extent it seeks documents protected from disclosure by the attorney-client privilege, the attorney-work-product doctrine, or any other applicable privilege, doctrine, or protection. United further objects to this Request to the extent it seeks documents outside the time period properly subject to discovery for Plaintiffs' claims and allegations in this case.

Subject to and without waiving the foregoing objections, United responds as follows: United does not intend to separately search for and produce documents responsive to this Request,

to the extent such documents exist, beyond those produced in response to Plaintiffs' separate requests for production.

Dated: June 25, 2026

By: /s/ Heather L. Richardson
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Attorneys for Defendant UnitedHealth Group, Inc.

CERTIFICATE OF SERVICE

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

/s/ Mary Karapogosian
Mary Karapogosian

EXHIBIT E

**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

**DEFENDANTS ZELIS HEALTHCARE, LLC, ZELIS CLAIMS INTEGRITY, LLC, AND
ZELIS NETWORK SOLUTIONS, LLC’S RESPONSES AND OBJECTIONS TO
PLAINTIFFS’ FIRST SET OF REQUESTS FOR PRODUCTION**

Pursuant to Federal Rules of Civil Procedure 26 and 34, and Rules 26.5 and 34.1 of the Local Rules of the United States District Court for the District of Massachusetts (the “Local Rules”), Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC (collectively “Zelis”), by and through their undersigned counsel, hereby respond and object to Plaintiffs’ First Set of Requests for Production of Documents to Zelis Defendants, dated May 26, 2026 (the “Requests,” and each individually a “Request”), served in the above-captioned action, without waiver of any objections or defenses that Zelis asserts herein, previously has asserted, or hereafter may assert in this action.

RIGHTS RESERVED

1. Zelis states its general and specific objections and responses to the Requests below without waiving, and expressly reserving, any and all objections it may have to the relevance, competence, materiality, privilege, admissibility, or use of any information, documents, or writings produced, identified, or referred to herein, in any further proceedings in this action (including the trial of this action) or in any other action; or to the introduction of any evidence in any proceedings

(including the trial of this action) relating to the subjects covered by such objections. All such objections may be made at any time up to and including the time of any trial in this action.

2. Zelis's investigation and review of information in response to the Requests is ongoing. Zelis responds to each of the Requests based only upon information and materials presently available and specifically known to Zelis after a reasonable, good-faith investigation at this time. Zelis specifically reserves the right to supplement and amend these responses and objections and, if necessary, to assert additional responses and objections uncovered through further investigation.

3. Zelis expressly reserves its right, at any time including at any trial in this action, to rely on subsequently discovered information or information omitted from the responses and objections stated below as a result of mistake, oversight, or inadvertence.

4. The responses and objections stated below are based upon Zelis's reasonable interpretation of the plain language of the Requests; Zelis reserves its right to amend or supplement further these responses and objections in the event that Plaintiffs assert a construction that differs from Zelis's reasoned interpretation.

5. By responding and/or objecting to a Request, Zelis does not concede or suggest (and its responses and objections shall not be construed to imply) that it has possession, custody, or control of documents or information responsive to the Request, or that a Request meets the requirements for document requests under applicable laws and/or rules. A statement by Zelis that it will produce documents or conduct a search in response to a Request is solely an assertion that, to the extent that Zelis has not objected to the Request, Zelis will produce any non-privileged, responsive documents or information that it finds in its possession, custody, or control through a reasonable search.

6. By responding to and/or objecting to a Request, and in making available any of the information sought in a Request, Zelis does not concede the truth or accuracy of any of Plaintiffs' characterizations of fact or law, the factual assertions or assumptions contained in that Request, or the relevance, authenticity, or admissibility thereof, and expressly reserves the right to object to the relevance, authenticity, or admissibility of such characterizations, assertions, or assumptions at any time up to and including the time of any trial in this action.

7. In the event Zelis discloses any information or materials that are privileged or otherwise protected from disclosure, it does so inadvertently and does not intend by such disclosure to waive any privilege, protection, or immunity. To the fullest extent allowable under Federal Rule of Evidence 502 and any other applicable law, and consistent with the parties' forthcoming Stipulated HIPAA-Qualified Protective Order (the "Protective Order"), any inadvertent disclosure or production of any privileged or protected documents or information shall not constitute a waiver of any privilege or protection with respect to the documents produced, information disclosed, or the subject matter thereof. Further, any such inadvertent disclosure shall not waive Zelis's right to object to the use of any privileged or protected documents or information in any proceeding.

8. Zelis states its general and specific objections and responses to the Requests below without waiving, and expressly reserving, its rights to object to or otherwise challenge the propriety or underlying purposes of the Requests, including but not limited to challenges pursuant to Federal Rule of Civil Procedure 26(g).

9. Zelis's productions in response to the Requests and the information therein are made solely for purposes of this action and on the express condition that any documents and information Zelis produces will not be used or disclosed for any other purpose.

10. Any documents produced by Zelis in response to the Requests shall be subject to the parties' forthcoming Stipulated Order Regarding Production of Electronically Stored Information and Paper Documents (the "ESI Protocol Order"), the Protective Order, and any other orders to be entered by the Court.

GENERAL OBJECTIONS

Zelis states the following general objections to the Requests and the definitions (the "Definitions," and each individually a "Definition") and instructions (the "Instructions," and each individually an "Instruction") set forth therein (collectively, the "General Objections"); these General Objections are incorporated by reference into Zelis's specific objections and responses to the Requests. Zelis's specific objections and responses do not waive, limit, or modify any General Objection.

1. Zelis objects to the Requests to the extent that they purport to impose requirements that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, the Local Rules, any other applicable rule or law, or any order entered by the Court in these proceedings (the "Applicable Rules"). Zelis will construe and respond to the Requests in accordance with the Applicable Rules.

2. Zelis objects to the Requests to the extent that they seek documents and information that are protected by the attorney-client privilege, the work-product doctrine, the joint-defense or common-interest doctrine, the community of interest privilege, confidentiality obligations, or privacy rights imposed by operation of statute or other law, and/or any other applicable privilege, rule, doctrine, immunity, or protection against disclosure, whether arising in connection with statute, common law, or any other source of law. Nothing in Zelis's General Objections or specific objections shall be deemed a waiver of any rights under such privilege and doctrines, and Zelis

does not agree to produce any documents protected by any applicable privilege or other protection from production.

3. Zelis objects to the Requests to the extent that they are vague, ambiguous, overbroad, or unduly burdensome, or seek documents or information that are irrelevant, neither material nor necessary in the prosecution or defense of this action, and/or not proportional to the needs of the case—including but not limited to the extent that they are not limited in scope to a reasonable time period or to documents sufficient to show a relevant fact. Zelis reserves the right to redact all non-responsive and/or irrelevant information from any documents produced in this action.

4. Zelis objects to the Requests to the extent that they demand search efforts beyond the requirements of the Applicable Rules and/or a reasonable and diligent search of reasonably accessible files (including active-system electronic files) where responsive documents reasonably would be expected to be found, on the grounds that such search efforts are overbroad, unduly burdensome, and seek documents or information that are irrelevant, neither material nor necessary in the prosecution or defense of this action, and/or not proportional to the needs of the case. Subject to the Applicable Rules, and its general and specific objections to the Requests, Zelis will implement reasonable search terms and parameters, and reasonable date ranges, to conduct a search of its reasonably accessible hard-copy and active-system electronic non-custodial sources, and hard-copy and active-system electronic sources of a reasonable number of custodians likely to have substantial knowledge relevant to the action and access to a substantial volume of responsive, non-privileged material.

5. Zelis objects to the Requests to the extent that the burden and expense of searching for, identifying, restoring, recovering, and/or reviewing the materials requested (including

reviewing the materials for responsiveness, privilege, and confidentiality purposes) would outweigh the likely benefit of the requested discovery, taking into account the relevance, volume, and accessibility of the documents sought, as well as the needs of this case and other factors.

6. Zelis objects to the Requests to the extent that they purport to require the production of documents that are either already in Plaintiffs' possession, custody, or control; publicly available; available from sources to which Plaintiffs also have access; or already produced by or requested from other parties or third parties.

7. Zelis objects to the Requests to the extent that the discovery sought is unreasonably cumulative or duplicative. Where a document is reasonably responsive to more than one Request, Zelis will produce the document only once.

8. Zelis objects to the Requests to the extent that they purport to impose on Zelis a duty to secure and produce documents that are not in Zelis's possession, custody, or control.

9. Zelis objects to the Requests to the extent that they seek the disclosure or production of information that Zelis is prohibited from disclosing by operation of confidentiality obligations or agreements with third parties, including but not limited to Zelis's clients and business partners, court order, statute, rule, regulation, or other law. Zelis also objects to the Requests to the extent that they seek production of Zelis's confidential or proprietary information, including but not limited to trade secrets; proprietary business information; competitively sensitive information; other confidential research, development, or commercial information, the disclosure of which will or may cause irreparable harm to Zelis or any of Zelis's affiliates; or sensitive, confidential personal information. Zelis reserves the right to redact any such information from any documents produced in this action. Without waiving any of its objections, any production by Zelis of non-privileged, non-objectionable documents responsive to the Requests that are proprietary,

confidential, competitively sensitive, subject to duties of confidentiality or nondisclosure, or contain sensitive personal information will be made in accordance with and subject to the terms of the Protective Order and any other discovery agreements or procedures as the parties or Court may establish to protect sensitive or confidential information.

10. Zelis objects to the Requests to the extent that they mischaracterize facts, are based on disputed factual assertions, and/or assume facts not in evidence. By providing these responses and objections, Zelis does not adopt any factual characterization, assertion, or premise in any of the Requests. Further, Zelis's use of any term defined in the Requests does not admit the truth, accuracy, or completeness of any such defined term.

11. Zelis objects to the Requests to the extent that they purport to require Zelis to draw legal conclusions or are predicated on legal conclusions or arguments. Subject to and without waiver of any objections, Zelis states that any written response, production of documents, or disclosure of information in response to the Requests is not intended to provide, and shall not constitute or be construed as providing, any legal conclusion or admission.

12. Zelis objects to the Requests to the extent that they purport to require Zelis to formulate and/or compile information that is not so formulated or compiled in the ordinary course of Zelis's business.

13. Zelis objects to the Requests to the extent that they demand complete production of documents and information "within 30 days following the date of service of these Requests." Subject to its general and specific objections, Zelis will produce documents and information on a rolling basis on a timetable consistent with the Court's scheduling order. *See* ECF No. 222.

14. Zelis objects to Definition No. 2 ("Agreement") on the grounds that it is vague and ambiguous; is overbroad and unduly burdensome; includes documents or information that are

irrelevant or neither material nor necessary in the prosecution or defense of this action; is not proportional to the needs of the case; and either purports to require Zelis to draw legal conclusions or is predicated on legal arguments, including but not limited to the extent that the Definition purports to (i) encompass “any meeting of the minds,” “arrangements,” “collaborations,” “oral” agreements, “gentlemen’s agreements,” “understandings,” and “undertakings”; and (ii) require that if any “statement of work, amendment, attachment, exhibit, or appendix is responsive, the entire Agreement must be produced.” In responding to the Requests, Zelis will construe “Agreement” to mean non-privileged, written agreements for any products, services, licenses, leases, or other rights executed by the parties to such agreements.

15. Zelis objects to Definition No. 6 (“Availity”) on the grounds that it is based on, and relies on other defined terms based on, disputed factual assertions. In responding to the Requests, Zelis will construe “Availity” to refer to a company known as Availity L.L.C., and/or the healthcare technologies or platform offered by Availity L.L.C.

16. Zelis objects to Definition No. 7 (“Balance Billing”) on the ground that it is vague and ambiguous, including but not limited to its use of the phrases “any process,” “any portion,” and “Payer.” In responding to the Requests, Zelis will construe “Balance Billing” to mean the practice of a provider seeking payment from a patient for healthcare services provided to that patient equal to the difference between the amount charged by that provider for those services and the amount paid by the patient’s health plan.

17. Zelis objects to Definition No. 9 (“Claims, Payment, and Contractual Information Data Fields”) on the grounds that it is vague and ambiguous; is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including but

not limited to the extent that this Definition purports to encompass “identification, assignment, maintenance, processing, handling, exchange, pricing, repricing, calculation, determination, modification, editing, updating, adjustment, deletion, distribution, communication, appeals, negotiation, location, or relationship-related information”—rendering the term so expansive as to be practically limitless. In responding to the Requests, Zelis will construe this term consistent with the ordinary meaning of claims, payment, and contractual data as maintained in Zelis’s systems.

18. Zelis objects to Definition No. 12 (“Data Fields” or “Structured Data Fields”) on the grounds that it is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including but not limited to the extent that this Definition purports to encompass any “field headings or field names” within “one or more databases or in one or more data tables” maintained by “Defendants or other Non-Parties, within which information possibly germane to this matter is maintained, organized, uploaded, downloaded, deleted, or otherwise managed, whether in whole or in part.” In responding to the Requests, Zelis will construe this term to refer to structured data fields in Zelis’s systems that are relevant and material to Plaintiffs’ claims as set forth in the Amended and Consolidated Class Action Complaint in the above-captioned matter (the “Complaint” or “Compl.”), ECF No. 39, and proportional to the needs of this case.

19. Zelis objects to Definition No. 13 (“Document” or “Documents”) on the ground that it is impermissibly broader than the definition set forth in Local Rule 26.5(c)(2), including but not limited to the extent that Plaintiffs purport to require this Definition to “be construed in its broadest sense.” In responding to the Requests, Zelis will construe this term in accordance with Fed. R. Civ. P. 34(a) and Local Rule 26.5(c)(2).

20. Zelis objects to Definition No. 14 (“Electronic Information Exchange Infrastructure” or “x12”) on the grounds that it is vague and ambiguous; is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including but not limited to the extent that this Definition purports to encompass “technologies, protocols, methodologies, analytics, software, hardware, access/restriction/denial keys or methods, assigned personnel, features, capabilities, drawbacks, disadvantages, and advantages” concerning numerous activities, “whether in whole or in part.” In responding to the Requests, Zelis will construe this term to refer to Zelis’s systems and protocols for exchanging information under the Accredited Standards Committee X12 standard for electronic data interchange.

21. Zelis objects to Definition No. 16 (“Non-Zelis Defendants”) on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, and impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including but not limited to the extent that it purports to include “related companies, subsidiaries and affiliates” without limitation as to time period, relevance, or proportionality. In responding to the Requests, Zelis will construe this term to refer collectively to Aetna, Inc., The Cigna Group, Elevance Health, Inc., Humana Inc., and UnitedHealth Group. Further, Zelis does not interpret this term to impose any discovery obligation on any person who is not a party to the litigation.

22. Zelis objects to Definition No. 19 (“OON Payer Market”) on the grounds that it mischaracterizes facts, is based on disputed factual assertions, assumes facts not in evidence, purports to require Zelis to draw legal conclusions, and is predicated on legal conclusions or arguments, including but not limited to the extent that this Definition asserts the existence of a

cognizable antitrust market in which “OON Healthcare Services are sold by OON Providers and purchased by Payers.” In responding to the Requests, Zelis will construe this term solely to refer to Plaintiffs’ allegations regarding Plaintiffs’ asserted market and does not admit those allegations or otherwise admit the existence of any market described in this Definition.

23. Zelis objects to Definition No. 20 (“OON Repricing Services”) as vague, ambiguous, and misleading insofar as that term includes products that do not “reprice[], negotiate[], or renegotiate[] the cost of OON Services” or are not involved in such activities. *See, e.g.,* Compl. ¶ 77. Zelis’s use of this term in its responses does not constitute an admission regarding the nature or function of any particular product or services.

24. Zelis objects to Definition No. 24 (“Payer”) on the grounds that it is vague and ambiguous, mischaracterizes facts, is based on disputed factual assertions, and assumes facts not in evidence, including but not limited to the extent that this Definition asserts that (i) entities such as managed care organizations and third-party administrators “adjudicate[] or set[] process for Healthcare Services;” and (ii) that Zelis “adjudicates or sets process for Healthcare Services.” In responding to the Requests, Zelis will construe this term to refer to the ordinary and customary meaning and usage of the terms payor or payer in the health insurance industry.

25. Zelis objects to Definition No. 25 (“Payment Harmonization Index”) on the grounds that it is vague and ambiguous and assumes facts not in evidence, including but not limited to the Definition’s assertion that an “industry benchmarking study [was] commissioned by Zelis.” In responding to the Requests, Zelis will construe this term to refer to a report dated May 2022, prepared by Aite-Novarica, entitled “Payment Harmonization Index.”

26. Zelis objects to Definition No. 27 (“Pricing for OON Services”) as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that Zelis is a

“Payer,” or that Payers have the power to determine or set the “actual payment paid to a Provider” for “OON Services.”

27. Zelis objects to Definition No. 29 (“Relevant Conduct”) on the grounds that it is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; is not proportional to the needs of the case; mischaracterizes facts; is based on disputed factual assertions; and assumes facts not in evidence, including but not limited to the extent that it encompasses “any of the conduct alleged in” the Complaint and is not limited to alleged conduct relevant to the claims and defenses of this case. Zelis does not concede that any “conduct” described in the definition actually occurred or constitutes wrongdoing of any kind.

28. Zelis objects to Definition No. 30 (“Repricer”) on the grounds that it is vague and ambiguous; mischaracterizes facts; is based on disputed factual assertions; and assumes facts not in evidence, including but not limited to the Definition’s use of the term “often” and its assertion that Zelis or any other “third-party entity” “uses proprietary databases, methodologies, tools, and information-sharing technologies to determine and communicate adjusted OON payment amounts.” In responding to the Requests, Zelis will construe this term to refer to the ordinary meaning and usage of the term in the health insurance industry.

29. Zelis objects to Definition No. 33 (“Structured Data”) on the ground that it is overbroad and unduly burdensome, including but not limited to the extent that the Definition purports to encompass “any electronic data that resides in a fixed field within a record or file with data organized in columns/rows in a predefined format,” without excluding non-database file sources, such as unstructured electronic documents that happen to include information presented in columns or rows, or data that is irrelevant or disproportionate to the needs of the case.

30. Zelis objects to Definition No. 35 (“You” and “Your”) on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, and impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including but not limited to the extent that it purports to include Zelis’s “subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees.” In responding to the Requests, Zelis will construe “You” and “Your” to refer to Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC in accordance with Local Rule 26.5(c)(5). Further, Zelis does not interpret this term to impose any discovery obligation on any person who is not a party to the litigation.

31. Zelis objects to Definition No. 36 (“Zelis”) on the grounds that it is vague and ambiguous; overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; is not proportional to the needs of the case; and is impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including but not limited to the extent that this definition purports to include not only the three named Zelis Defendants but also “more than a dozen other Zelis-related legal entities” and “all of its partners, corporate parents, subsidiaries, or affiliates,” including numerous named entities. Zelis objects to this definition to the extent that it purports to require Zelis to search for and produce documents outside of Zelis’s possession, custody, or control. Zelis will construe “Zelis” to refer to the named Zelis Defendants in this action in accordance with Local Rule 26.5(c)(5).

32. Zelis objects to Instruction No. 1 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules,

including but not limited to the extent that the Instruction demands supplementary responses within “seven (7) days of discovery or obtaining possession” “of any Document or ESI previously requested or required to be produced.” In responding to the Requests, Zelis will comply with its obligations under Federal Rule of Civil Procedure 26(e) and any applicable Court order.

33. Zelis objects to Instruction No. 4 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules. In responding to the Requests, Zelis will maintain a privilege log consistent with its obligations under Federal Rule of Civil Procedure 26(b)(5), the ESI Protocol Order, and any other discovery agreements or procedures as the parties or Court may establish to protect sensitive or confidential information.

34. Zelis objects to Instruction No. 12 and the definition of “Relevant Period” on the grounds that it is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including but not limited to the extent that they call for the production of documents from prior to January 1, 2016. Unless otherwise specified, Zelis will produce data and/or documents relating to the time period from January 1, 2016 to the present and subject to its General and Specific Objections. By agreeing to produce documents relating to the time period from January 1, 2016 to the present in response to any Request, Zelis does not admit or agree that this is the “Relevant Period” for purposes of any other Request or future requests; Zelis reserves the right to object to any specified time period for any future requests, including but not limited to the extent that a future request seeks documents or information from outside the applicable statutory limitations period for Plaintiffs’ claims.

35. Zelis objects to Instruction No. 13 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules, including but not limited to the extent that it purports to dictate the format in which Zelis must produce “Samples of Structured Data.” In responding to the Requests, Zelis will produce documents and data in accordance with the ESI Protocol Order.

36. Zelis objects to Instruction No. 14 on the grounds that it is vague and ambiguous; and is overbroad and unduly burdensome, including but not limited to the extent that the Instruction purports to require production of “documentation corresponding to and sufficient to understand all Samples of Structured Data.” Zelis further objects to this instruction to the extent that it purports to require Zelis to create documentation, compilations, or explanatory materials that do not exist in the ordinary course of Zelis’s business. In responding to the Requests, Zelis will search for and produce responsive documentation that exists in the ordinary course of Zelis’s business (if any), subject to its general and specific objections.

SPECIFIC RESPONSES AND OBJECTIONS

The following Specific Responses and Objections each incorporate by reference the General Objections, whether or not the General Objections are specifically reiterated or referenced in the Specific Responses and Objections. Zelis’s responses are made subject to and without waiving the General Objections and any specific objections raised in a particular response.

I. Corporate Organization, Identity, and Relationships¹

REQUEST NO. 1:

Corporate organizational documents, including both initial formation documents, operating and/or shareholder agreements, and all related state filings for each Zelis entity including the Zelis

¹ The use of headings from Plaintiffs’ Requests is solely for the benefit of the reader, and Zelis does not concede the truth or accuracy thereof.

Defendants and any other non-named Zelis entity involved in Relevant Conduct, including but not limited to:

- a. Zelis Corporation;
- b. Zelis Claims Integrity, LLC;
- c. Zelis Cost Management Buyer, Inc;
- d. Zelis Cost Management Intermediate I, Inc;
- e. Zelis Cost Management Intermediate II, Inc;
- f. Zelis Networks Analytics;
- g. Zelis Payments;
- h. Zelis Healthcare, LLC;
- i. Zelis Holdings GP, LLC;
- j. Zelis Holdings, L.P.;
- k. Zelis International Management Corp.;
- l. Zelis Parent GP, LLC;
- m. Zelis Parent, L.P.;
- n. Zelis Parent LP, LLC;
- o. Zelis Payments Buyer, Inc.;
- p. Zelis Payments Holdings Corp.;
- q. Zelis Payments Holdings, LLC;
- r. Zelis Payments Intermediate I, Inc.;
- s. Zelis Payments Intermediate II, Inc.;
- t. Zelis Payments, LLC;
- u. Zelis Seller, L.P.

RESPONSE TO REQUEST NO. 1:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks corporate organizational documents for at least twenty-one entities, including entities that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis's out-of-network repricing services or entities that Plaintiffs have not alleged are related to any Relevant Conduct. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request.

REQUEST NO. 2:

All documents and communications concerning any acquisition, development, use, or deployment of OON Repricing Services (or any entity related thereto) including any merger, acquisition, or joint venture agreements; licensing agreements; patents; and patent applications

including but not limited to those involving Maverest Dental Network; EthiCare Advisors, Inc.; Rivet; Stratose, PHX; Pay-Plus Solutions; Truven; Strennus; NetMinder; RedCard; Sapphire Digital; PayerCompass; PaySpan; Medxoom.

RESPONSE TO REQUEST NO. 2:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents and communications” concerning “any acquisition, development, use, or deployment of OON Repricing Services” without limitation. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis’s out-of-network repricing services or relate to entities that Plaintiffs have not alleged are related to any Relevant Conduct. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 3:

All documents concerning Your participation as an owner, operator, or manager of any PPO Networks including but not limited to 4Comp; 4Most Dental; 4Most Health; HFN, LLC; Maverest Dental Network; PPO Plus; Qualident; and Zelis (Stratose).

RESPONSE TO REQUEST NO. 3

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents” concerning Zelis’s purported participation in PPO Networks without limitation. Zelis further objects to this Request because it seeks documents and communications concerning PPO Networks that are wholly irrelevant to the claims or defenses in this action. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs

regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 4:

All documents and communications concerning Your relationship to (a) Bain Capital, Parthenon Capital, Mubadala Investment Company, HarbourVest, and/or Northwest, as it pertains to influence, control, guidance, consulting, or investment in any Relevant Conduct or Your OON Repricing Services, or (b) Availity, Office Ally, TRPN, or Guidehouse.

RESPONSE TO REQUEST NO. 4:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents and communications” concerning Zelis’s “relationship[s]” with nine different entities. Zelis further objects to this Request because it seeks documents and communications concerning entities that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis’s out-of-network repricing services or any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous with respect to the terms “influence,” “control,” “guidance,” and “consulting,” which are undefined and subject to interpretation. Subject to, and without waiving these objections, Zelis agrees to produce documents sufficient to show its relationship with the entities enumerated in this Request, to the extent they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request.

REQUEST NO. 5:

All documents and communications regarding Your current and former directors’, executives’, and/or employees’ previous employment and/or leadership roles with any Payer including, but not limited to, Aetna, Inc., The Cigna Group, Elevance Health, Inc., Humana, Inc., and UnitedHealth Group, Inc.

RESPONSE TO REQUEST NO. 5:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents and communications” regarding “current and former directors’, executives’, and/or employees’ previous employment and/or leadership roles” at any Payer without limitation. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis’s out-of-network repricing services or any Relevant Conduct. Subject to, and without waiving these objections, Zelis states that it does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

REQUEST NO. 6:

Your audited and unaudited financial statements, forecasts, profit and loss statements for each year during the Relevant Period, whether in draft or final form.

RESPONSE TO REQUEST NO. 6:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “audited and unaudited financial statements, forecasts, profit and loss statements” without any limitation. Zelis further objects to this Request because it seeks documents that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis’s out-of-network repricing services or any Relevant Conduct. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 7:

All documents concerning presentations and communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare, technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers during the Relevant Period.

RESPONSE TO REQUEST NO. 7:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents” relating to the subject matter of the Request. Zelis further objects to this Request to the extent that it seeks documents that are wholly irrelevant to the claims or defenses in this action. Zelis further objects to this Request as vague and ambiguous, as the phrase “competition among Payers” could encompass any discussion of competitive dynamics in the healthcare industry, regardless of any connection to the claims in this case. Zelis further objects to this Request to the extent that it seeks documents not in Zelis’s possession, custody, or control. Zelis further objects to this Request to the extent that it seeks confidential or proprietary information subject to confidentiality obligations to third parties. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 8:

All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with OON Repricing Services and Repriced Claims.

RESPONSE TO REQUEST NO. 8:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents and communications” relating to the subject matter of the Request. Zelis further objects to this Request because it seeks documents that are

wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous because the phrase “associated with” is undefined and subject to interpretation. Zelis further objects to this Request to the extent that it seeks documents protected by applicable privacy laws or confidentiality obligations. Subject to, and without waiving these objections, Zelis states that it does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

II. Document Destruction

REQUEST NO. 9:

All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Non-Zelis Defendants communicated about using OON Repricing Services, or otherwise communicated about suppressing payment for OON Services, or (b) that Zelis and one or more other Defendant communicated about using OON Repricing Services or otherwise communicated about suppressing payment for OON Services.

RESPONSE TO REQUEST NO. 9:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case because it seeks “[a]ll documents and communications” relating to the subject matter of the Request. Zelis further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, the work-product doctrine, the common-interest doctrine, or any other applicable privilege or protection, and to the extent that it calls for communications with counsel regarding preservation or litigation hold obligations. Zelis further objects to this Request to the extent that it seeks documents not in Zelis’s possession, custody, or control. Subject to, and without waiving these objections, Zelis states that it does not intend to

separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

III. Structured Data

REQUEST NO. 10:

Samples of Structured Data sufficient to show all Data Fields for each paid claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE TO REQUEST NO. 10:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks "all Data Fields for each paid claim for OON Services" because the Request encompasses data across Zelis's entire data structure, regardless of whether such data is relevant to the claims or defenses in this action. Subject to, and without waiving these objections, Zelis will produce documents sufficient to show the available data fields for out-of-network claims repriced through Zelis's out-of-network repricing services. By identifying any fields of available structured data in response to this Request, Zelis is not committing to produce such fields of structured data in response to any future requests and reserves the right to object to such requests, including to the extent that including certain fields of structured data would be unduly burdensome or not proportional.

REQUEST NO. 11:

Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the field(s) or set(s) of fields which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table used to merge databases or tables together. Data information and formatting should be consistent, including where data warehouses and standards have changed over time, and the identity of the directors, officers, employees, agents, and consultants assigned to data management responsibilities. If formatting or data field names have changed over the

Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across data files.

RESPONSE TO REQUEST NO. 11:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case, including to the extent that it seeks documentation not maintained by Zelis in the ordinary course of business. Zelis further objects to this Request as unduly burdensome to the extent that it purports to require Zelis to formulate or compile information in manners in which Zelis does not otherwise formulate or compile information in the ordinary course of business, including but not limited to the creation of new “ID Variables” or other linking mechanisms that do not already exist. Zelis further objects to this Request as premature to the extent that it seeks documentation for structured data that has not yet been requested or produced. Subject to, and without waiving these objections, Zelis agrees to produce documents sufficient to understand Zelis’s produced Structured Data, to the extent that they exist.

IV. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 12:

All documents and communication concerning Zelis’ OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, system, or other processes, including but not limited to, any aspect of Your OON Claims Pricing generally, Your policies, procedures, and guidelines; factors or information You considered or used in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered or used; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, used, or propose or proposed for Pricing of OON Services.

RESPONSE TO REQUEST NO. 12:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications concerning Zelis’s OON Repricing Services, tools, technologies, methodologies, formulas, algorithms,

system, or other processes” and “any aspect of” Zelis’s “OON Claims Pricing generally.” Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous with respect to the phrases “any aspect of” Zelis’s “OON Claims Pricing generally” and “other processes,” which are undefined and subject to interpretation. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 13:

Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis’ OON Repricing Services including but not limited to:

- a. “Established Reimbursement Schedule” or “Established Reimbursement Solution®” (“ERS”);
- b. “Referenced Based Pricing” (“RBP”);
- c. “Zelis Open Access Pricing®;”;
- d. “Zelis Price Map;”;
- e. “Zelis Intelligent Pricing Platform” (“ZIPP”);
- f. “Network 360®;”;
- g. “QuickReprice.”

RESPONSE TO REQUEST NO. 13:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks documents concerning products and services that do not “reprice[], negotiate[], or renegotiate[] the cost of OON Services,” such as products directed to in-network pricing or network administration that are unrelated to the Relevant Conduct alleged in the Complaint. *See* Compl. ¶ 77. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action

because they have no connection to Zelis's out-of-network repricing services or to any Relevant Conduct. Zelis further objects to this Request as unduly burdensome to the extent that it purports to require Zelis to formulate and/or compile information in manners in which Zelis does not otherwise formulate or compile such information in the ordinary course of business. Zelis further objects to this Request as vague and ambiguous with respect to the phrase "data sets," which is undefined and subject to interpretation. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 14:

All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON Claims priced using Zelis' OON Repricing Services.

RESPONSE TO REQUEST NO. 14:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks "[a]ll documents and communications regarding" claim files and electronic remittance advice forms "for OON Claims priced using Zelis' OON Repricing Services." Zelis further objects to this Request as unduly burdensome to the extent that it purports to seek documents that Zelis does not maintain in the ordinary course of business. Zelis further objects to this Request as unduly burdensome and unnecessarily duplicative to the extent that it calls for the production of documents and information covered by Plaintiffs' other Requests. Subject to, and without waiving these objections, Zelis is willing to meet and confer with Plaintiffs regarding the scope of this Request.

REQUEST NO. 15:

Documents sufficient to show the nature and scope of Your relationships with other Payers concerning OON Repricing Services, including, but not limited to, the identity of each Payer that used Zelis-related services during the Relevant Period, the specific Zelis service(s) used directly or indirectly (e.g., ERS, RBP, ZIPP, QuickReprice, the Harmonization Index, etc.) and start and end dates of each Payer's use of those services; the total Provider-billed or Provider-invoiced charges for OON Services routed through Zelis' repricing services on a cumulative basis and on a Payer-by-Payer basis; the total allowed amounts calculated for those claims on collective or overall basis and on a Payer-by-Payer basis; the total amounts paid on those claims (whether paid by Zelis or paid by a Non-Zelis Defendant) on a cumulative basis and on a Payer-by-Payer basis; the method of calculating fees owed by each Non-Zelis Defendant to Zelis; and the total amounts paid by each Non-Zelis Defendant to Zelis for application, consideration, or use of Zelis' OON Repricing Services.

RESPONSE TO REQUEST NO. 15:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks documents regarding Zelis's "relationships with other Payers concerning OON Repricing Services." Zelis further objects to this Request because it seeks documents that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis's out-of-network repricing services or any Relevant Conduct. Zelis further objects to this Request as unduly burdensome to the extent that it purports to seek documents that Zelis does not maintain in the ordinary course of business, and to the extent that it purports to require Zelis to formulate and/or compile information in manners in which Zelis does not otherwise formulate or compile such information in the ordinary course of business. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 16:

Your source code (including programmer notes or comments) for any and all versions of any of Your OON Repricing Services, including all source code that was deployed to a production environment or testing environment.

RESPONSE TO REQUEST NO. 16:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “any and all versions” of Zelis’s source code, across all “OON Repricing Services.” Zelis further objects to this Request because source code is among Zelis’s most highly sensitive trade-secret and proprietary information, the limited relevance of which is not proportional to the substantial burden and risk associated with its production. Subject to, and without waiving these objections, Zelis is willing to meet and confer with Plaintiffs regarding the scope of this Request.

V. Information Sharing**REQUEST NO. 17:**

All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis’s client conference notes or transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.

RESPONSE TO REQUEST NO. 17:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications related to meetings” among an expansive list of “entities” concerning in any way OON claims, payments, or contractual information.” Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they

have no connection to Zelis's out-of-network repricing services or any Relevant Conduct. Zelis further objects to this Request to the extent that it seeks documents not within Zelis's possession, custody, or control. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 18:

All documents related to Zelis' "Payments Harmonization Index," including, but not limited to, any and all such "Payments Harmonization Index" documents concerning any quantitative survey on which it is/was based, and any reports generated or otherwise created by or in relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE TO REQUEST NO. 18:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks "any and all" documents "concerning any quantitative survey on which [the Payment Harmonization Index] is/was based" and "any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses." Zelis further objects to this Request to the extent it seeks documents that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis's out-of-network repricing services or any Relevant Conduct. Subject to, and without waiving these objections, Zelis is willing to meet and confer with Plaintiffs regarding the scope of this Request.

REQUEST NO. 19:

All documents and communications related to any form of user groups or user advisory groups for any of Zelis' OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE TO REQUEST NO. 19:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications related to any form of user groups or user advisory groups for any of Zelis’s OON Repricing Services.” Zelis further objects to this Request because it seeks documents that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous with respect to the phrases “user groups” and “user advisory groups,” which are undefined and subject to interpretation. Zelis further objects to this Request to the extent that it seeks documents not within Zelis’s possession, custody, or control. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 20:

All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis in connection with Non-Zelis Defendants’ use of Zelis’ OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information, and/or the frequency with which the information is provided to Zelis.

RESPONSE TO REQUEST NO. 20:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications” regarding the subject matter of the Request. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after

meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 21:

All documents and communications concerning two or more Payers' payment levels, pricing, influences on pricing, pricing changes, and/or pricing strategies, regardless of how such information was presented or conveyed, including those in which Zelis or any employee, executive, officer, director or representative of Zelis provided any information concerning one Payer's payment levels, claims pricing, or pricing strategies to another Payer, regardless of how such information was presented or conveyed, and regardless of the level of detail.

RESPONSE TO REQUEST NO. 21:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks "[a]ll documents and communications" concerning the subject matter of the Request. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous with respect to the phrases "payment levels," "influences on pricing," and "pricing strategies," which are undefined and subject to interpretation. Zelis further objects to this Request to the extent that it seeks documents not within Zelis's possession, custody, or control. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

VI. Communications and Agreements with Payers

REQUEST NO. 22:

All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE TO REQUEST NO. 22:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications with or concerning any Plaintiff or Provider.” Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to the Request to the extent that it seeks documents that are not within Zelis’s possession, custody, or control; or are already in Plaintiffs’ possession, custody, or control. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 23:

All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreement or draft agreement among You and any Non-Zelis Payer.

RESPONSE TO REQUEST NO. 23:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications” related to the subject matter of the Request, and to the extent it seeks “any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement,” as opposed to final and/or executed agreements. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to Zelis’s out-of-network repricing services or any Relevant Conduct. Subject to, and without waiving these objections, Zelis agrees to produce final and/or executed agreements

(including Statements of Work, amendments, attachments, exhibits, and side letters) between Zelis and any Payer Defendant related to Zelis's out-of-network repricing services, to the extent that they exist.

REQUEST NO. 24:

All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; any efforts by You to prevent Balance Billing in connection with OON Claims repriced by Zelis.

RESPONSE TO REQUEST NO. 24:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks "[a]ll documents and communications" related to the subject matter of the Request. Zelis further objects to the Request to the extent that it seeks documents that are not within Zelis's possession, custody, or control; or are already in Plaintiffs' possession, custody, or control. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 25:

All documents and communications related to any and all Providers' appeal or negotiation of Zelis-based repricing of Providers' claims, including, but not limited to any Provider suggesting indicating or communicating a decision to no longer to agree to treat Patients on an OON basis or no longer to agree to accept the Patients' OON insurance benefits (or the threat or possibility thereof).

RESPONSE TO REQUEST NO. 25:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks "[a]ll documents and communications related to any

and all Providers’ appeal or negotiation of Zelis-based repricing of Providers’ claims.” Zelis further objects to the Request to the extent that it seeks documents that are not within Zelis’s possession, custody, or control; or are already in Plaintiffs’ possession, custody, or control. Zelis further objects to this Request as vague and ambiguous with respect to the phrase “Zelis-based repricing,” which is undefined and subject to interpretation. Zelis further objects to this Request as duplicative and cumulative of Request No. 22, which seeks “[a]ll documents and communications with or concerning any Plaintiff or Provider, including . . . the . . . negotiation, re-negotiation, [and] appeal . . . of any Claim.” Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

VII. Market and Competitive Conditions

REQUEST NO. 26:

All documents and communications concerning any analysis of pricing for OON Services including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers’ actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE TO REQUEST NO. 26:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications concerning any analysis of pricing for OON Services.” Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action

because they have no connection to Zelis’s out-of-network repricing services or any Relevant Conduct. Zelis further objects to the Request to the extent that it seeks documents that are not within Zelis’s possession, custody, or control; or are already in Plaintiffs’ possession, custody, or control. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 27:

All documents and communications concerning, any Zelis entity, including any of its acquired PPOs (occurring prior, before, or after acquisition by any Zelis entity), making one or more payments, in full or in part, to OON Providers for OON Healthcare Services.

RESPONSE TO REQUEST NO. 27:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications concerning[] any Zelis entity” related to the subject matter of the Request. Zelis further objects to this Request to the extent that it embeds the premise that any “acquired PPOs” make “payments . . . to OON Providers for OON Healthcare Services.” Subject to, and without waiving these objections, Zelis states that it is not presently aware of any PPOs acquired by Zelis making any payments to OON Providers but is willing to meet and confer with Plaintiffs regarding reasonable and proportionate search parameters for any such documents.

REQUEST NO. 28:

All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the Repricer market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE TO REQUEST NO. 28:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents” related to the subject matter of the Request. Zelis further objects to this Request to the extent that it embeds disputed premises regarding the existence and definition of the “OON Payer Market” and the “Repricer market.” Zelis further objects to this Request as vague and ambiguous with respect to the phrase “those You consider to be competitors,” which is undefined and subject to interpretation. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

VIII. Regulatory, Litigation, and Investigations**REQUEST NO. 29:**

All documents and communications concerning Zelis’ OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee, subcommittee, or member of the United States House of Representatives, United States Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE TO REQUEST NO. 29:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications” related to the subject matter of the Request. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous with respect to the term “OON Claims Pricing,” which is undefined and subject to

interpretation. Subject to, and without waiving these objections, Zelis states that it does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests.

REQUEST NO. 30:

Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE TO REQUEST NO. 30:

Zelis objects to this Request because it seeks "policies and practices with respect to the retention and destruction of documents" that are wholly irrelevant to the claims or defenses in this action. Zelis further objects to this Request as improper at this stage of the proceedings because discovery into document- and data-retention practices is a form of "discovery on discovery" that is permitted only when relevant and proportional to the case, and no such showing has been made here. Courts routinely limit such "discovery on discovery," restricting it to when the information requested is directly "relevant to a party's claims or defenses and proportional to the needs of the case." *Greer v. Moon*, 2025 WL 786698, *2 & n.15 (D. Utah Mar. 12, 2025) (denying plaintiff's motion to compel and explaining "[d]iscovery regarding a party's discovery and retention process—often referred to as 'discovery on discovery'—generally does not meet [discovery] standards"); *Town of Westport v. Monsanto Co.*, 2015 WL 13685105, at *3–4 (D. Mass. Nov. 5, 2015) (denying plaintiffs' motion to compel additional information regarding defendants' document-retention policies). Zelis further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, the work-product doctrine, the common-interest doctrine, or any other applicable privilege or protection, and to the extent that it calls for communications with counsel regarding preservation or litigation hold obligations. Based upon

these objections, Zelis states that it will not produce materials responsive to this Request at this time.

REQUEST NO. 31:

All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Non-Zelis Defendant.

RESPONSE TO REQUEST NO. 31:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll non-privileged documents and communications” related to the subject matter of the Request. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action or are protected from discovery by the attorney-client privilege, work-product and common-interest doctrines, or any other evidentiary and/or discovery privileges. Subject to, and without waiving these objections, Zelis is not presently aware of any non-privileged documents responsive to this Request.

IX. Transparency in Coverage (“TIC”) Rule

REQUEST NO. 32:

All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage (“TIC”) Rule including but not limited to (a) Your interest in or ability in using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made by Zelis to Non-Zelis Defendants, made by Zelis to the public, or made to Zelis by other Payers differ or exceed that as required by the TIC Rule.

RESPONSE TO REQUEST NO. 32:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications” related to the subject matter of the Request. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Subject to, and without waiving these objections, Zelis will produce responsive, non-privileged documents, to the extent that they exist, after meeting and conferring with Plaintiffs regarding the scope of this Request and reasonable and proportionate search parameters for any production.

REQUEST NO. 33:

All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE TO REQUEST NO. 33:

Zelis objects to this Request as overbroad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks “[a]ll documents and communications” related to the subject matter of the Request. Zelis further objects to this Request because it seeks documents and communications that are wholly irrelevant to the claims or defenses in this action because they have no connection to any Relevant Conduct. Zelis further objects to this Request as vague and ambiguous with respect to the phrase “concerning interaction with a competitor,” which is undefined and subject to interpretation. Zelis further objects to this Request to the extent that it seeks personnel records protected by applicable privacy laws or confidentiality obligations. Subject to, and without waiving these objections, Zelis states that it does not intend to separately search for and produce documents responsive to this Request, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

Dated: June 25, 2026

Respectfully submitted,

/s/ Matthew L. McGinnis

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*Attorneys for Defendants Zelis Healthcare, LLC,
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CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2026, a true copy of the above document was served by electronic means upon counsel of record for all parties.

Dated: June 25, 2026

/s/ Matthew L. McGinnis
Matthew L. McGinnis

EXHIBIT F

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: All Associated Cases	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
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**DEFENDANT HUMANA INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFFS'
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO NON-ZELIS DEFENDANTS**

Defendant Humana Inc. (“Humana”), by and through its undersigned counsel, submits the following responses and objections (the “Responses and Objections” or “Responses”) to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis Defendants, dated May 26, 2026 (the “Requests”).

GENERAL OBJECTIONS

1. The following Responses and Objections are made solely for purposes of these proceedings and are based upon the facts, documents, and information presently known and available to Humana. Without obligating it to do so, Humana reserves the right to alter, supplement, amend, or otherwise modify these Responses and Objections as additional facts or documents are discovered, revealed, recalled, or otherwise ascertained, and as further analysis, research, investigation, and discovery disclose additional facts, documents, contentions, or legal theories that may apply. Humana specifically reserves the right to utilize any subsequently discovered documents or evidence in this action.
2. Humana objects to the Requests to the extent that they seek to impose obligations beyond those required by the Federal Rules of Civil Procedure, the Local Rules for the District of Massachusetts, or any other laws or rules applicable to this action.
3. Humana objects to the Requests to the extent they seek or call for information or documents that are protected from discovery and privileged by reason of: (a) attorney-client privilege; (b) work product doctrine; (c) the protections from disclosure in Rule 26(b); or (d) any other applicable discovery rule, privilege, or protection. Humana does not intend to waive any applicable privilege or protection and will not disclose any privileged or protected information. In the event Humana inadvertently discloses any such information, this disclosure is not intended and shall not be deemed to be a waiver by Humana of any privilege or protection. Any such inadvertent production of a privileged or protected document shall be treated in accordance with, and subject to the full protections of, Rule 502 of the Federal Rules of Evidence. Specific objections on the grounds of privilege are provided for emphasis and clarity only, and the

absence of a specific objection should not be interpreted as evidence that Humana does not object to a Request on the basis of an applicable privilege or protection.

4. Humana objects to the Requests to the extent that they seek information or documents that are not within Humana's possession, custody, or control, and to the extent they seek information that can be obtained from another source that is more convenient, less burdensome, or less expensive—including, but not limited to, other parties in this matter.

5. Humana objects to the Requests to the extent that they seek documents that are not available in reasonably accessible sources, and to the extent the burden or expense of production is not proportional to the needs of the case under Rule 26(b)(1).

6. Humana objects to the Requests to the extent they seek documents or information beyond the scope of the relevant claims and defenses in this Litigation.

7. Humana objects to the Requests to the extent that they mischaracterize facts, are based on disputed factual assertions, and/or assume facts not in evidence. By providing these responses and objections, Humana does not adopt any factual characterization, assertion, or premise in any of the Requests. Further, Humana's use of any term defined in the Requests does not admit the truth, accuracy, or completeness of any such defined term.

8. Humana objects to the proposed Relevant Period of January 1, 2014 through the present as unduly expansive, disproportionate to the needs of the case, and not reasonably calculated to lead to the discovery of admissible evidence as applied to particular Requests herein. Humana will interpret the Relevant Period as the time period from January 1, 2016 to December 31, 2024, when Humana's commercial business ended, and will raise specific objections where the proposed Relevant Period is unduly burdensome as applied.

9. Humana objects to the Definitions and Instructions to the extent they purport to impose discovery obligations beyond the requirements of the Federal Rules of Civil Procedure or any Court-ordered ESI Protocol in this Litigation. In particular, Humana objects to the definition of "Humana," "You," and "Your" to the extent it purports to include entities or individuals not within Humana's possession, custody, or control.

10. All documents produced in response to these Requests will be produced pursuant to an appropriate Protective Order and ESI Protocol to be agreed upon by the parties and/or entered by the Court.

The General Objections set forth above are incorporated by reference into each specific Response below. The assertion or partial assertion of the same, similar, or additional objections to any Request shall not be deemed a waiver of Humana's right to assert any objection.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

Definition No. 2 ("Agreement"): Humana objects to this Definition as overbroad to the extent it includes oral arrangements, "gentlemen's agreements," and other informal "understandings," the scope of which is inherently vague and which would render document identification and collection disproportionately burdensome. Humana will interpret "Agreement" to include written agreements and written communications reflecting offers, counteroffers, negotiations, or binding commitments related to Zelis' OON Repricing Services.

Definition No. 12 (“Data Fields” or “Structured Data Fields”): Humana objects to this Definition as vague, overbroad, and unduly burdensome to the extent that it includes the undefined category of “information possibly germane to this matter.” Humana will interpret “Data Fields” to refer to field headings or field names containing information that is relevant to the claims or defenses in this matter.

Definition No. 18 (“OON Services” / “Out-of-Network Services”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes any service for which Provider is “not entitled to a fixed, pre-negotiated contractual payment rate” as such formulation encompasses numerous in-network contractual arrangements with providers that are not purely fee for service. Humana will interpret “OON Services” to be limited to Healthcare Services provided to a Patient by a Provider who does not have a pre-existing contractual agreement with Humana regarding the terms of payment for such services.

Definition No. 19 (“OON Payer Market”): Humana objects to this Definition as improperly relying on a legal conclusion that Humana is not required to accept or adopt in responding to discovery. The proper definition of a relevant antitrust market—including its product and geographic dimensions—is a contested issue to be determined by competent expert testimony and ultimately resolved by the Court. The Definition as written reflects Plaintiffs' characterization of the relevant market, which Humana disputes. Among other deficiencies, the Definition excludes patients who pay for healthcare services themselves, either without making any insurance claim or by making an insurance claim for reimbursement after self-payment. The Definition further assumes that Humana “purchases” OON Services, but that is inaccurate as it was Humana’s members that purchased such OON Services from OON Providers and only afterwards was reimbursement sought from Humana pursuant to its agreement with the member. Humana objects to being required to produce documents or take positions premised on a market definition that may not accurately reflect the legally cognizable market at issue. Humana further objects to this Definition as vague, overbroad, and unduly burdensome to the extent that it uses the phrase “other types of private Payers” without defining that phrase. Humana will interpret “OON Payer Market” to refer to Humana’s reimbursement for OON Services made on its members’ behalf.

Definition No. 20 (“OON Repricing Services”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it relies on the phrase “product or service” without defining those terms. Humana will interpret “OON Repricing Services” to refer only to third-party services that “reprice[], negotiate[], or renegotiate[] the payment to a Provider for OON Services” on behalf of a Humana member.

Definition No. 22 (“Parties”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes “officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates” “where applicable.” Humana will interpret “Parties” to refer only to the individuals or entities named in this matter.

Definition No. 24 (“Payer”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it refers to a “third-party” without defining or contextualizing that term. Humana further objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it uses the phrase “sets process” without defining that phrase. Humana further objects to this Definition as assuming that “each Defendant”

engages in the adjudication or “process setting” of Healthcare Services utilized by Patients. Humana does not adjudicate claims or “set process” for Healthcare Services utilized by Patients. Humana will interpret “Payer” to refer to entities that make reimbursements on claims for Healthcare Services under insurance policies.

Definition No. 30 (“Repricer”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it refers to a “third-party” without defining or contextualizing that term. Humana further objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it uses the phrase “often paid” without defining that phrase. Humana further objects to this Definition as assuming that Humana has knowledge regarding the manner in which third-parties arrive at “adjusted OON payment amounts.” Humana will interpret “Repricer” to refer to Zelis and any other vendor(s) that uses “proprietary databases, methodologies, tools, and information-sharing technologies to determine and communicate adjusted OON payment amounts.”

Definition No. 31 (“Sample”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it has conflicting references to the number of lines of data to be included. Humana will interpret “Sample” to mean at least 50 lines of data.

Definition No. 34 (“Subscriber”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes “all other governmental . . . entities that purchase health care coverage from a Payer.” Humana will interpret “Subscriber” to refer to private parties and local governments that purchase health care coverage from a Payer. Specifically excluded from Humana’s definition of Subscriber are any individuals or governmental entities affiliated with Medicare, Medicaid, TRICARE, Veterans Health Administration, or other governmental health insurance programs whose reimbursement rates are governed by regulation, statute, or other law.

Definition No. 35 (“You” and “Your”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes “current or former officers, directors, or Employees” and to the extent that it includes entities or individuals not within Humana’s possession, custody, or control. Humana will interpret “You” to refer to Humana and its current and former subsidiaries.

Definition No. 36 (“Zelis”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes an unspecified set of “more than a dozen other Zelis-related legal entities” and “all of its partners.” Humana will interpret “Zelis” to refer only to legal entities Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC.

Instruction Nos. 3 – 8, 11, 13 – 14: Humana objects to these Instructions to the extent that they seek to impose obligations that are either inconsistent with or in addition to the requirements under the ESI Protocol. Humana will comply with the ESI Protocol, not these Instructions.

Instruction Nos. 9 – 10: Humana objects to these Instructions to the extent that they seek to impose obligations that are either inconsistent with or in addition to the requirements under the ESI Protocol. Humana will comply with the ESI Protocol, not these Instructions.

Instruction No. 12: Humana objects to the proposed Relevant Period of January 1, 2014 through the present as unduly expansive and disproportionate to the needs of the case. In

responding to the Requests, Humana will produce data and/or documents from January 1, 2016 to December 31, 2024, when Humana's commercial business ended, subject to its general and specific objections. Humana is willing to meet and confer with Plaintiffs regarding an appropriate start date for the Relevant Period as applied to specific Requests. Nothing in this objection is intended to limit Humana's document preservation obligations, which are governed separately.

All objections to Definitions and Instructions are incorporated by reference into each specific Response below.

SPECIFIC RESPONSES AND OBJECTIONS

I. Corporate Organization, Identity, and Relationships

REQUEST NO. 1: All Documents and Communications concerning Your corporate structure and that of all of Your affiliates, subsidiaries, or related entities that use, subscribe to, purchase, or otherwise benefit from Zelis' OON Repricing Services.

RESPONSE TO REQUEST NO. 1:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case. The Request purports to require production of "All Documents and Communications" concerning Humana's entire corporate structure and that of all affiliates or subsidiaries, without limitation to the subject matter of this Litigation. Humana further objects to this Request as vague and ambiguous to the extent that it purports to encompass entities that "otherwise benefit from Zelis' OON Repricing Services." Humana will limit its response to those entities that use, purchase, or subscribe to Zelis' OON Repricing Services.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce documents sufficient to show the identity and corporate structure of the Humana entities directly involved in the purchase or use of Zelis' OON Repricing Services during the Relevant Period.

REQUEST NO. 2: Organizational charts and/or other documents sufficient to identify each of Your departments, divisions, business units, project groups, assigned personnel, or other organizational units, and all personnel, involved in any Relevant Conduct, along with its or their positions, titles, roles, responsibilities, and the periods of time those positions, titles, roles, or responsibilities were held.

RESPONSE TO REQUEST NO. 2:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016 or after December 31, 2024. Humana further objects to this Request as overly broad and unduly

burdensome to the extent the definition of “Relevant Conduct” is expansive and encompasses conduct extending well beyond the core pricing and repricing practices at issue in this Litigation.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce organizational charts or other documents sufficient to identify departments and personnel with primary responsibility for Humana's use of Zelis' OON Repricing Services during the Relevant Period.

REQUEST NO. 3: Your audited and unaudited financial statements, forecasts, profit and loss statements, earnings, costs, and expenses for each year, whether in draft or final form.

RESPONSE TO REQUEST NO. 3:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016 or after December 31, 2024. Humana objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case. The wholesale production of all financial statements, forecasts, and profit-and-loss statements—in both audited and unaudited form, in draft and final form, spanning more than a decade—bears no reasonable relationship to the claims or defenses in this Litigation, which concern the use of Zelis' OON Repricing Services. Humana further notes that, as a publicly traded company, its audited annual financial statements are publicly available through SEC filings. Requiring production of unaudited statements, forecasts, and draft financial documents in every form would impose substantial burden without proportionate benefit.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce its audited annual financial statements that are publicly available through Humana's SEC filings for the Relevant Period.

REQUEST NO. 4: All documents and communications concerning communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare, technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers.

RESPONSE TO REQUEST NO. 4:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, control, or publicly available. Humana further objects that communications with investors or at health insurance conferences about OON Services or general competition among payers are overbroad and irrelevant to the claims or defenses in this Litigation.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged documents relating to the pricing of OON Repricing Services or competition among providers of OON Repricing Services that are relevant to the claims or defenses in this Litigation, found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 5: All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with repricing of OON Claims.

RESPONSE TO REQUEST NO. 5:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents in “draft” form. Humana further objects to this Request as overbroad to the extent it purports to require production of employees' entire personnel files, including sensitive personal, medical, and other information unrelated to the subject matter of this Litigation. Humana will not produce entire personnel files.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will search agreed-upon sources and custodians for any reviews or evaluations that contain compensation, incentives, or performance metrics associated with OON claims repricing, and will produce non-privileged documents responsive to that targeted search.

REQUEST NO. 6: All documents and communications concerning efforts to hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence indicating communications among Payers concerning OON Repricing Services or suppressing payments for OON Services.

RESPONSE TO REQUEST NO. 6:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as argumentative and based on characterizations and allegations that Humana disputes and are not in evidence. Humana further objects to this Request to the extent it assumes or implies the existence of “efforts to hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence,” which Humana denies.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana responds that it is not aware of any non-privileged documents responsive to this Request.

II. Structured Data

REQUEST NO. 7: Samples of Structured Data sufficient to show all Data Fields for each paid Claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE TO REQUEST NO. 7:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016 or after December 31, 2024. Humana objects to this Request as overly burdensome and irrelevant to the extent it can be construed to seek production of every Data Field maintained by Humana at their “most granular level,” regardless of whether such field has any relationship to the claims in this matter. Humana further objects to the term “most granular level” as vague and ambiguous. Humana further objects to this Request to the extent it is premature in advance of any agreement or Order regarding the scope and format of Structured Data productions. Humana further objects to the extent the Request calls for production of protected health information (“PHI”) or other information subject to the Health Insurance Portability and Accountability Act (“HIPAA”) or other privacy protections without an appropriate protective order or data use agreement in place.

Subject to the foregoing objections, the entry of an appropriate protective order, and any applicable ESI Protocol or Order, Humana will produce a Sample of data for OON Services reflecting those fields that are relevant to the claims or defenses in this matter.

REQUEST NO. 8: Documentation sufficient to understand all produced Structured Data, including code/lookup tables, column/field descriptions, identification of the field(s) uniquely identifying a claim, links or references between databases, and data dictionaries, glossaries, keys, maps, or guides.

RESPONSE TO REQUEST NO. 8:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request to the extent it is premature in advance of any agreement or Order regarding the scope and format of Structured Data productions. Humana further objects to this request to the extent that it assumes the existence of forms of documentation that Humana does not maintain in the ordinary course of business.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce documentation sufficient to allow Plaintiffs to reasonably understand the data fields contained within the Structured Data Sample it produces in response to Request No. 7.

III. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 9: All documents and communications concerning Zelis' OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, systems, or other processes, including Humana's policies, procedures, and guidelines; factors or information considered in setting, negotiating, reviewing, appealing, or approving prices; training materials; benchmarks or

performance metrics; and development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms for Pricing of OON Services.

RESPONSE TO REQUEST NO. 9:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as vague and compound. Humana will interpret each subpart of this Request as seeking only documents relating to “Zelis' OON Repricing Services.” Humana further objects to the extent the Request calls for production of PHI or other information subject to HIPAA or other privacy protections without an appropriate protective order or data use agreement in place.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 10: Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in connection with Zelis' specific OON Repricing Services including ERS, RBP, Zelis Open Access Pricing, Zelis Price Map, ZIPP, Network 360, and QuickReprice.

RESPONSE TO REQUEST NO. 10:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana objects to this Request as vague and ambiguous to the extent it uses the phrase “used in connection with” without specifying by whom. Humana will interpret this request as referring to documents reflecting Humana’s knowledge of how Humana’s “data sets, capabilities, features, pricing, or contractual information” are used by Zelis in connection with OON Repricing Services. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information outside Humana's possession, custody, or control. Humana further objects to this Request as not seeking relevant information to the extent that it seeks documents not related to Zelis’s OON Repricing Services.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents, if any, found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 11: All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON claims priced, in whole or in part, using Zelis' OON Repricing Services.

RESPONSE TO REQUEST NO. 11:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request as overbroad, unduly burdensome and irrelevant to the extent it seeks “all documents” from insurance claim files. Insurance claim files contain numerous documents that are unrelated to Zelis’s repricing. Humana further objects to this Request as duplicative of, and subsumed within, requests for Structured Data. Humana further objects to this Request as overly broad and not proportional to the needs of the case, and to the extent it seeks information protected by HIPAA or other applicable privacy statutes without an appropriate protective order in place.

Humana is willing to meet and confer with Plaintiffs’ counsel regarding this request.

IV. Information Sharing

REQUEST NO. 12: All documents and communications related to meetings between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning OON claims, payments, or contractual information, including Zelis's client conference notes or transcripts, audio recordings, video recordings, attendance lists, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, and photographs.

RESPONSE TO REQUEST NO. 12:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents from personal devices or other non-corporate communications sources that are outside of Humana’s possession, custody, and control. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks “All documents and communications” relating to meetings or types of documents such as receipts that are unrelated to Zelis or which concern “contractual information.” Humana further objects to this Request as overly broad, unduly burdensome, and vague to the extent it seeks documents relating to meetings with unidentified Payers or Repricers.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents relating to any meetings concerning Zelis’ OON Repricing of claims between Zelis and DeSantis Breindel, Defendants, Availity, or AHIP found after a reasonable search of agreed-upon custodians and sources.

REQUEST NO. 13: All documents related to Zelis’ “Payments Harmonization Index,” including the quantitative survey on which it is based, any reports generated in relation to it, and documents from non-Zelis entities on which it relies.

RESPONSE TO REQUEST NO. 13:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents” or information outside Humana's possession, custody, or control. Humana objects to this Request as vague and ambiguous to the extent it uses the phrase “Payments Harmonization Index,” “user groups,” and “user advisory groups” without defining the term.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will conduct a reasonable search and produce non-privileged documents, if any, in Humana's possession, custody, or control that concern Zelis’s “Payment Harmonization Index.”

REQUEST NO. 14: All documents and communications related to any user groups or user advisory groups for any of Zelis' OON Repricing Services, including meeting invitations, agendas, minutes, notes, transcripts, presentations, slides, or audio or video recordings.

RESPONSE TO REQUEST NO. 14:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 15: All documents and communications regarding information Non-Zelis Defendants provide to Zelis or that Zelis provides to Payers in connection with the use of Zelis' OON Repricing Services, including any claims, payment, or contractual-related information, and the frequency of information-sharing.

RESPONSE TO REQUEST NO. 15:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and vague to the extent it seeks documents relating to “sharing” of unspecified “information” or “contractual-related information.” Humana will

interpret this Request as limited to information provided by Humana to Zelis or by Zelis to Humana concerning claims or payments.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

V. Communications and Agreements with Payers

REQUEST NO. 16: All documents and communications with or concerning any Plaintiff or Provider, including the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to OON Services.

RESPONSE TO REQUEST NO. 16:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it encompasses all OON claims without regard to whether Zelis' repricing services were applied to those claims and to the extent it encompasses claims beyond those of named Plaintiffs.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents sufficient to show claims submitted by the named Plaintiffs that were repriced using Zelis' OON Repricing Services, to the extent such documents exist and can be identified through a reasonable search.

REQUEST NO. 17: All documents and communications related to any agreement or draft agreement with Zelis, including offers, proposals, drafts, pitches, discussions, negotiations, amendments, statements of work, exhibits, or side letters, and agreements to pay Zelis a commission or other compensation based on savings from Zelis's OON Repricing Services.

RESPONSE TO REQUEST NO. 17:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks information concerning proposals or drafts.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive final agreements (including exhibits or amendments) or statements of work with Zelis found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 18: All documents and communications related to Balance Billing with respect to OON Services, including the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding frequency of such billing; and any efforts to prevent Balance Billing in connection with OON Claims.

RESPONSE TO REQUEST NO. 18:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information at a claim level.

Humana is willing to meet and confer with Plaintiffs’ counsel regarding this Request.

REQUEST NO. 19: All documents and communications related to any Provider no longer agreeing to treat Patients on an OON basis or accept Patients' OON insurance benefits, including the Provider's stated or inferred reasons, the actual or anticipated impact on Patient access to care or network adequacy, and any internal assessment or response by You.

RESPONSE TO REQUEST NO. 19:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, vague, and ambiguous to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control and to the extent it is not limited to Providers that stopped treating Patients on an OON basis due to insufficient reimbursement or other concerns related to Zelis or Repricing. Humana will interpret this Request as being limited to documents concerning Providers who stopped treatment due to the Provider’s stated reasons of insufficient reimbursement or other concerns related to Zelis or Repricing. Humana’s response will not encompass any documents relating to Providers that contracted to go in-network.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources.

VI. Market and Competitive Conditions

REQUEST NO. 20: All documents and communications concerning any analysis of any Payers' Pricing for OON Services, including actual, estimated, or projected changes in prices; the relationship between OON prices and Medicare, Medicaid, or Tricare rates; Providers' reactions to OON price changes; Provider substitution in response to such changes; and price elasticity analyses.

RESPONSE TO REQUEST NO. 20:

Humana incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana objects to this Request as compound. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks "All documents and communications" or information outside Humana's possession, custody, or control. Humana objects to this Request as vague and ambiguous to the extent it uses the phrase "price changes" or "such changes" without defining what is characterized as a change. Humana objects to this Request as vague and ambiguous to the extent it uses the phrase "Provider substitution" because it is not clear who is conducting the "substitution". Humana objects to this Request as vague and ambiguous to the extent it uses the phrase "any Payers" without identifying the payers at issue. Humana will interpret this Request as seeking documents concerning Pricing for OON Services by Defendants other than Humana.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 21: All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE TO REQUEST NO. 21:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein, including specifically its objection to the definition of "OON Payer Market" as a legal conclusion and contested market definition. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks "All documents, charts, presentation, analysis, studies, or reports" or information outside Humana's possession, custody, or control.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

VII. Regulatory, Litigation, and Investigations

REQUEST NO. 22: All documents and communications concerning Zelis' OON Repricing Services or OON Claims Pricing generally that You have provided to any governmental entity, including materials submitted in response to congressional inquiries, investigative requests by the DOL, FTC, or DOJ, civil investigative demands, or grand jury subpoenas, including proffer materials and white papers.

RESPONSE TO REQUEST NO. 22:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection, including any materials prepared at the direction of counsel in connection with regulatory inquiries. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks documents unrelated to Zelis. Humana further objects to this Request as improper clone or piggy-back discovery.

Humana is willing to meet and confer with Plaintiffs’ counsel regarding this Request.

REQUEST NO. 23: Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE TO REQUEST NO. 23:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine, including any communications with or advice from counsel regarding document retention obligations. Humana further objects to this Request as unduly burdensome and irrelevant as Humana’s document retention policies have no bearing on the parties’ claims or defenses.

Humana is willing to meet and confer with Plaintiffs’ counsel regarding this Request.

REQUEST NO. 24: All non-privileged documents and communications related to any internal or external inquiry or investigation concerning: (a) policies regarding interaction with competitors; (b) any actual, potential, or suspected violation of competitor-interaction policies with respect to OON Pricing; (c) this Litigation; (d) the relationship between Zelis and Payers; (e) the relationship between You and other Payers; and (f) the use of OON Repricing Services.

RESPONSE TO REQUEST NO. 24:

Humana incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as vague, ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case with respect to the phrases “any internal or external inquiry or investigation” and “interaction with competitors,” which could include documents or communications that have no bearing on the parties’ claims or defenses. Humana further objects to this Request to the extent it calls for legal conclusions about whether “any actual, potential, or suspected violation(s)” of certain policies occurred.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive policies regarding interaction with competitors found after a reasonable search of agreed-upon sources and custodians.

VIII. Transparency in Coverage (“TIC”) Rule

REQUEST NO. 25: All documents and communications concerning Your compliance with the Transparency in Coverage (“TIC”) Rule, including Your interest in or ability to use the TIC Rule to help suppress payments for OON Healthcare Services, and how Your information disclosures exceed or differ from TIC Rule requirements.

RESPONSE TO REQUEST NO. 25:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request to the extent subpart (a)—which inquires about Humana's “interest in or ability to” use TIC disclosures to “suppress” OON payments—is argumentative and presupposes the truth of contested allegations.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged documents concerning its TIC Rule compliance efforts to the extent those documents are related to OON Repricing Services found after a reasonable search of agreed-upon sources and custodians.

IX. Claims Processing

REQUEST NO. 26: All documents and communications related to transaction information transmitted via any transaction technologies or networks, including the Electronic Information

Exchange Infrastructure or EDI, for repriced claims for OON Services, including why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

RESPONSE TO REQUEST NO. 26:

Humana incorporates its General Objections as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications,” “why or whether a Payer paid a claim or service line differently,” or other information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks documents purely related to data exchange technologies.

Humana is willing to meet and confer with Plaintiffs’ counsel regarding this Request and its relationship to Humana’s Structured Data.

X. Financial Documents

REQUEST NO. 27: Documents sufficient to show Your charges and spending on costs related to Zelis' OON Repricing or other services, including amounts charged to Subscribers for OON pricing services; amounts paid to Zelis on a monthly, quarterly, and annual basis; efforts to reduce amounts owed to Zelis; and access to any other Payor's claim information.

RESPONSE TO REQUEST NO. 27:

Humana incorporates its General Objections as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2016. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents or information outside Humana's possession, custody, or control. Humana further objects to this Request as vague and ambiguous to the extent it uses the phrase “charges and spending on costs” which is compound and unintelligible. Humana will interpret this Request as limited to amounts paid to Zelis and Humana’s management of those costs.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

XI. Market and Competitive Conditions

REQUEST NO. 28: All documents and communications concerning any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations that Zelis had the power, information, capability, or resources to compete against You or other Payers as a PPO.

RESPONSE TO REQUEST NO. 28:

Humana incorporates its General Objections as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as vague, ambiguous, and unintelligible to the extent it uses the phrase “compete ... as a PPO” because preferred provider organizations do not compete with one another. Humana will interpret this Request as limited to documents concerning actual competition between Humana and Zelis.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents, if any, found after a reasonable search of agreed-upon sources and custodians.

XII. Use of OON Repricing Services and Methods

REQUEST NO. 29: All documents and communications related to any Payer's use, consideration, or analysis of Zelis' OON Repricing Services, including: (a) benefits, strengths, weaknesses, or concerns; (b) pricing rules, methodologies, or procedures; (c) alleged savings generated; (d) proposed or actual changes suggested by Zelis; (e) Payer consideration of implementation changes; (f) consideration of discontinuing use of Zelis; (g) deviations from Zelis-set prices; (h) group meetings among Payers; (i) analysis of other Payers' use; (j) internal discussions regarding reports or market intelligence from Zelis; and (k) use of Zelis' technologies by rival Repricers.

RESPONSE TO REQUEST NO. 29:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as compound, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as vague, ambiguous, and unintelligible to the extent the subparts following “including” do not actually appear to reflect other Payers’ use of Zelis' OON Repricing Services. Humana will interpret this request as limited to documents discussing other Defendants’ use, consideration, or analysis of Zelis' OON Repricing Services.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents, if any, found after a reasonable search of agreed-upon sources and custodians.

XIII. Information Sharing (continued)

REQUEST NO. 30: All documents and communications concerning the means, methods, or policies for setting the amounts for pricing of OON Services by or for any Payer other than You, including any effort by You to determine such information.

RESPONSE TO REQUEST NO. 30:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it requests information regarding “any Payer” without specifying the Payers at issue. Humana will interpret this request as limited to documents concerning pricing of OON Services by Defendants other than itself.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents, if any, found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 31: All documents and communications related to the following aspects of any of Zelis' OON Repricing Services: (a) data sources; (b) actual and claimed capabilities; (c) marketing materials; (d) meetings between Zelis and any Payer; (e) meetings between You and any other Payer concerning such services; (f) implementation guidance; and (g) agreements.

RESPONSE TO REQUEST NO. 31:

Humana incorporates its General Objections as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects that this Request is duplicative of numerous other Requests herein. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks duplicative copies of Zelis's marketing documents that are more readily available from Zelis itself.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

XIV. Customer Disclosures and Representations

REQUEST NO. 32: All disclosures, Health Plan information, and summary plan descriptions relating to: (a) Your use of any product or service provided by Zelis to price OON Services; (b) any fees charged to a Subscriber or Patient in exchange for OON Services pricing; and (c) for each Health Plan, all U.S. states, districts, and territories where such plans were offered.

RESPONSE TO REQUEST NO. 32:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All disclosures, Health Plan information, and summary plan descriptions” or information outside Humana's possession, custody, or control. Humana objects to this Request as overly broad, unduly burdensome, and not proportional to the extent it can be interpreted to seek disclosures, Health Plan information, or summary plan descriptions that do not refer to Zelis or its products. Humana will interpret this request as limited to plan information for those plans where Zelis is specifically identified in the applicable plan documents.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents found after a reasonable search of agreed-upon sources and custodians.

REQUEST NO. 33: All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE TO REQUEST NO. 33:

Humana incorporates its General Objections as if fully set forth herein. In addition to General Objection No. 3, Humana specifically objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All documents and communications” or information outside Humana's possession, custody, or control. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it encompasses employment actions unrelated to OON Services. Humana will interpret this Request as limited to documents concerning adverse employment actions relating to competitor communications regarding Zelis or OON Services.

Subject to the foregoing objections and any applicable ESI Protocol or Order, Humana will produce non-privileged, responsive documents, if any, found after a reasonable search of agreed-upon sources and custodians.

Dated: June 25, 2026

By: /s/ Scott C. Solberg
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EXHIBIT G

**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

**DEFENDANT ELEVANCE HEALTH, INC.’S RESPONSES AND OBJECTIONS TO
PLAINTIFFS’ FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendant Elevance Health, Inc. (hereinafter “Defendant”), by and through its undersigned counsel, hereby submits the following responses and objections (“Responses” and each, a “Response”) to Plaintiffs’ First Set of Requests for Production of Documents to Non-Zelis Defendants (the “Requests” and each, a “Request”), dated May 26, 2026, in the above-captioned action (the “Action”). Defendant uses “Plaintiff” throughout to refer to Plaintiffs Pacific Inpatient Medical Group, Inc., Dennis C. Ayer, DDS, LLC, James Paul Allen d/b/a Allen Dental, and Frank J. Scaccia, M.D.

Defendant provides these Responses, and any document produced in response to the Requests, without waiver of or prejudice to (1) its rights at any later time to raise objections, including, but not limited to, the competence, relevance, materiality, privilege, work-product character and/or admissibility as evidence, for any purpose, of (a) the Requests or any part thereof, (b) statements made in these responses to the Requests or any part thereof, or (c) any information disclosed and/or any documents produced as part of Defendant’s Responses to the Requests or any part thereof; (2) its rights to object to the use of any of the documents produced in any subsequent

proceedings or the trial of the Action or any other action; or (3) its rights to object on any ground at any time to a demand for further response to the Requests or any other requests in the Action.

Defendant's Responses to the Requests are based on Defendant's reasonable investigation to date and Defendant's current understanding of the discovery sought in this case and Plaintiffs' claims in this Action. Any Response or agreement to search for and produce documents in response to a Request is not an acknowledgement or concession that the documents sought exist, are relevant to the claims in the Action, are proportional to the needs of the Action, or are in Defendant's possession, custody, or control, and any such search shall be conducted pursuant to a search protocol consistent with any Order Regarding Production of Electronically Stored Information and Paper Documents ("ESI Protocol"), HIPAA-Qualified Protective Order, or Preservation Order to be entered by the Court.

Defendant further reserves the right to amend, supplement, clarify and/or revise its Responses to the Requests from time to time as appropriate in accordance with the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Massachusetts (the "Local Rules"), other applicable rules or laws, or any order entered by the Court in, or applicable to, the Action (together, the "Applicable Rules"). This reservation is not to be construed as an undertaking by Defendant of an affirmative duty to alter, supplement, amend, or otherwise modify these Responses in any manner or at any time, except as otherwise required by law.

GENERAL OBJECTIONS

Each of the following General Objections applies to each Request:

1. Defendant objects to the Requests to the extent they seek to impose obligations that are broader than, or inconsistent with, the Applicable Rules. Subject to the Applicable Rules, and

its General and Specific Objections to the Requests, Defendant will implement reasonable search terms and parameters, and reasonable date ranges, to conduct a search of their reasonably accessible hard-copy and active-system electronic non-custodial sources, and hard-copy and active-system electronic sources of a reasonable number of custodians likely to have substantial knowledge relevant to the action and access to a substantial volume of responsive, relevant, non-privileged material.

2. Defendant objects to the Requests to the extent they seek documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. To the extent that Defendant produces any document protected by privilege or other applicable protection, such production will be inadvertent and shall not be deemed a waiver of such privilege or protection, and Defendant reserves the right to withdraw or recover any such inadvertently produced document pursuant to any ESI Protocol, HIPAA-Qualified Protective Order, or Preservation Order to be entered by the Court in this Action with respect to inadvertently produced information. Any failure by Defendant to assert a privilege or protection as to a specific document shall not be deemed a waiver as to any other document.

3. Defendant objects to the Requests to the extent that they purport to require Defendant to draw legal conclusions or are predicated on legal conclusions or arguments. Subject to and without waiver of any objections, Defendant states that any written response, production of documents, or disclosure of information in response to the Requests is not intended to provide, and shall not constitute or be construed as providing, any legal conclusion or admission.

4. Defendant objects to the Requests to the extent that the burden and expense of searching for, identifying, restoring, recovering, and/or reviewing the materials requested

(including reviewing the materials for responsiveness, privilege, and confidentiality purposes) would outweigh the likely benefit of the requested discovery, taking into account the relevance, volume, and accessibility of the documents sought, as well as the needs of this case and other factors.

5. Defendant objects generally to the Requests, including the Definitions and Instructions set forth therein, to the extent that they call for the disclosure of confidential information, including, without limitation, trade secrets, information that is confidential, proprietary, commercially sensitive, competitively significant or personal to Defendant and its employees, customers or counterparties, and that constitutes information that is subject to other protective orders, nondisclosure agreements or other confidentiality undertakings, or otherwise protected from disclosure pursuant to applicable federal or state law or court order. To the extent that such information is responsive, relevant and not privileged, Defendant will provide information or documents, if any, in response to the Requests only subject to the terms of any ESI Protocol, HIPAA-Qualified Protective Order, or Preservation Order to be entered by the Court in this Action.

6. Defendant objects to the Requests to the extent they seek to require Defendant to produce “each,” “every,” “all,” “any” (or other all-encompassing wording) documents as unduly burdensome and not proportionate to the needs of the case, considering the importance of the issues, the amount in controversy, the parties’ relative access to the relevant information, the parties’ resources, the importance of the requested discovery in resolving the issues in this action, and whether the likely burden or expense of the requested production outweighs its likely benefits. Defendant will conduct a reasonable and good faith search for non-privileged, responsive, and

relevant documents from agreed custodians and/or other reasonably accessible sources that are proportionate to the needs of this Action.

7. Defendant objects to the Requests to the extent they seek publicly available information, information equally available, or information obtainable from other sources that are more convenient, less burdensome, or less expensive.

8. Defendant objects to the Requests to the extent they seek information not within the possession, custody, or control of Defendant. Defendant further objects to the Requests to the extent they seek transient, ephemeral, or not reasonably accessible data.

9. Defendant objects to the Requests (including but not limited to Plaintiffs' Definitions) to the extent that they mischaracterize facts, assume facts not in evidence, or state or assume legal conclusions. By providing these responses and objections, Defendant does not adopt any characterization within any of the Requests nor admits the factual or legal premise of any of the Requests.

10. Defendant objects to the Requests to the extent that they are vague, ambiguous, incapable of reasonable ascertainment, or do not describe any category of documents with reasonable particularity.

11. Defendant objects to the Requests to the extent they seek information that is not relevant to the claims or defenses of any party to the Action.

12. Defendant objects to the Requests to the extent they call for the production of duplicative or cumulative documents.

13. Defendant objects to the Requests to the extent they are compound, containing multiple discrete subparts and seek several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

14. Defendant objects to the Requests to the extent that they violate the privacy rights of third parties in pursuit of information that is either of no relevance or of marginal relevance.

15. Defendant objects to the Requests to the extent that they seek the disclosure or production of information that Defendant is prohibited from disclosing by operation of confidentiality obligations or agreements with third parties, including but not limited to Defendant's clients and business partners, court order, statute, rule, regulation, or other law. Defendant further objects to the Requests to the extent that they seek production of Defendant's confidential or proprietary information, including (but not limited to) trade secrets; proprietary business information; competitively sensitive information; other confidential research, development, or commercial information, the disclosure of which will or may cause irreparable harm to Defendant or any of Defendant's affiliates; or sensitive, confidential personal information. Defendant reserves the right to redact any such information from any documents produced in this action. Without waiving any of its objections, any production by Defendant of non-privileged, non-objectionable, and relevant documents responsive to the Requests that are proprietary, confidential, competitively sensitive, subject to duties of confidentiality or nondisclosure, or contain sensitive personal information will be made in accordance with and subject to the terms of any HIPAA-Qualified Protective Order, Preservation Order, or any other discovery agreements or orders effective in this Action.

16. Defendant objects to the Requests to the extent that they purport to require Defendant to formulate and/or compile information in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant further objects to any Request to the extent it seeks information not maintained in the ordinary course of business.

17. Defendant objects to the Requests to the extent they require production of responsive documents within 30 days of service of the Requests, insofar as that time period is unreasonably short and unduly burdensome. Subject to its General and Specific Objections, Defendant will produce documents and information on a rolling basis on a timetable consistent with the Court's scheduling order. *See* ECF No. 222.

18. These General Objections are applicable to, and incorporated into, each of Defendant's responses. Each and every Response is made subject to the General Objections. Stating specific objections, or some but not all of these General Objections, in response to a particular Request does not in any way waive any of the objections enumerated in the General Objections.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

1. Defendant objects to any unused or irrelevant Definitions and Instructions and reserves the right to object to Definitions and Instructions in any future requests for production made in this litigation, even if they are similar or identical to those presented in these Requests.

2. Defendant objects to Definition No. 1 ("835 files" and "837 files") to the extent "835 files" and "837 files" call for the production of documents that are already in Plaintiffs' possession, custody, or control. Defendant further objects to Plaintiffs' Definition No. 1 as unduly burdensome to the extent that those terms purport to call for the production of documents or information that is not reasonably accessible, including calling for the production of any data that has been backed up or archived.

3. Defendant objects to Definition No. 2 ("Agreement") on the grounds that it is overly broad, unduly burdensome, vague, and ambiguous; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; is not proportional to the needs of the case; and either purports to require Defendant to draw legal

conclusions or is predicated on legal arguments, including (but not limited) to the extent that the Definition purports to (i) encompass “any meeting of the minds,” “arrangements,” “collaborations,” “oral” agreements, “gentlemen’s agreements,” “understandings,” and “undertakings”; and (ii) require that if any “statement of work, amendment, attachment, exhibit, or appendix is responsive, the entire Agreement must be produced.” In responding to the Requests, Defendant will construe “Agreement” to mean final, non-privileged, and relevant written agreements for any products, services, licenses, leases, or other rights executed by the parties to such agreements.

4. Defendant objects to Definition No. 6 (“Availity”) on the grounds that it is based on, and relies on other defined terms based on, disputed factual assertions. In responding to the Requests, Defendant will construe “Availity” to refer to a company known as Availity L.L.C., and/or the healthcare technologies or platform offered by Availity L.L.C.

5. Defendant objects to Definition No. 7 (“Balance Billing”) on the grounds that it is vague and ambiguous, including with respect to the terms and phrases, “process,” “any portion of its total billed charges,” and “Payer.” In responding to the Requests, Defendant will construe “Balance Billing” to mean the practice of a provider seeking payment from a patient for healthcare services provided to that patient equal to the difference between the amount charged by that provider for those services and the amount reimbursed by the patient’s health plan.

6. Defendant objects to Definition No. 9 (“Claims, Payment, and Contractual Information Data Fields”) to the extent that it is defined to include (1) fields that either do not exist or that Defendant does not maintain in the ordinary course of business; or (2) fields that are irrelevant or would be unduly burdensome and/or disproportionate to the needs of the case to identify and produce. Defendant further objects to this Definition on the grounds that it is overly

broad, unduly burdensome, and is not proportional to the needs of the case, including (but not limited) to the extent that this Definition purports to encompass “identification, assignment, maintenance, processing, handling, exchange, pricing, repricing, calculation, determination, modification, editing, updating, adjustment, deletion, distribution, communication, appeals, negotiation, location, or relationship-related information”—rendering the term so expansive as to be practically limitless. In responding to the Requests, Defendant will construe this term consistent with the ordinary meaning of claims, payment, and contractual data as maintained in Defendant’s systems.

7. Defendant objects to Definition No. 9 (“Communication”) on the grounds that it is overly broad, unduly burdensome, and to the extent it seeks documents not relevant or proportional to the needs of the case.

8. Defendant objects to Definition No. 12 (“Data Fields” or “Structured Data Fields”) on the grounds that it is overly broad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this Action; and is not proportional to the needs of the case, including (but not limited) to the extent that this Definition purports to include (1) fields that either do not exist or that Defendant does not maintain in the ordinary course of business; or (2) fields that are irrelevant or would be unduly burdensome and/or disproportionate to the needs of the case to identify and produce. In responding to the Requests, Defendant will construe this term to refer to structured data fields in Defendant’s systems that are relevant and material to Plaintiffs’ claims as set forth in the Amended and Consolidated Class Action Complaint in the Action (ECF No. 39) (the “Complaint”), and proportional to the needs of this case.

9. Defendant objects to Definition No. 13 (“Document” or “Documents”) on the ground that it is impermissibly broader than the definition set forth in Local Rule 26.5(c)(2), including (but not limited) to the extent that Plaintiffs purports to require this Definition to “be construed in its broadest sense.” In responding to the Requests, Defendant will construe this term in accordance with Fed. R. Civ. P. 34(a) and Local Rule 26.5(c)(2).

10. Defendant objects to Definition No. 14 (“Electronic Information Exchange Infrastructure” or “x12”) on the grounds that it is vague and ambiguous; is overbroad and unduly burdensome; includes documents or information that are irrelevant or neither material nor necessary in the prosecution or defense of this action; and is not proportional to the needs of the case, including (but not limited) to the extent that this Definition purports to encompass “technologies, protocols, methodologies, analytics, software, hardware, access/restriction/denial keys or methods, assigned personnel, features, capabilities, drawbacks, disadvantages, and advantages” concerning numerous activities, “whether in whole or in part.” In responding to the Requests, Defendant will construe this term to refer to Defendant’s systems and protocols for exchanging information under the Accredited Standards Committee X12 standard for electronic data interchange. Defendant objects to Definition No. 16 (“Non-Zelis Defendants”) on the grounds that it is vague and ambiguous, overbroad and unduly burdensome, and impermissibly broader than the definition set forth in Local Rule 26.5(c)(5), including (but not limited) to the extent that it purports to include “related companies, subsidiaries, and affiliates” without limitation as to time period, relevance, or proportionality. In responding to the Requests, Defendant will construe this term to refer collectively to Aetna, Inc., The Cigna Group, Elevance Health, Inc., Humana Inc., and UnitedHealth Group. Further, Defendant does not interpret this term to impose any discovery obligation on any person who is not a party to the litigation.

11. Defendant objects to Definition No. 18 (“OON Services” or “Out-of-Network Services” or “OON Healthcare Services” or “Out-of-Network Healthcare Services”) on the grounds that it is overly broad, unduly burdensome, and irrelevant to the issues in this case to the extent that it extends to services not offered by any Plaintiffs in this case. Defendant further objects to Plaintiffs’ definition of “OON Services” to the extent that it suggests that services offered on an OON basis are fundamentally different from or constitute a distinct product from those same services offered on an in-network basis.

12. Defendant objects to Definition No. 19 (“OON Payer Market”) on the grounds that it mischaracterizes facts, is based on disputed factual assertions, assumes facts not in evidence, purports to require Defendant to draw legal conclusions, and is predicated on legal conclusions or arguments, including (but not limited) to the extent that this Definition asserts the existence of a cognizable antitrust market in which “OON Healthcare Services are sold by OON Providers and purchased by Payers.” In responding to the Requests, Defendant will construe this term solely to refer to Plaintiffs’ allegations regarding Plaintiffs’ asserted market and does not admit those allegations or otherwise admit the existence of any market described in this Definition.

13. Defendant objects to Definition No. 20 (“OON Repricing Services”) on the grounds that the undefined terms “reprices,” “negotiates,” and “renegotiates” are vague, ambiguous, and misleading. Defendant further objects to the definition of “OON Repricing Services” as vague, ambiguous, misleading, and not proportional to the needs to the case to the extent that it includes products that do not involve Zelis, are not examples of products or services that “reprice[], negotiate[], or renegotiate[] the payment to a Provider for OON Services,” and to the extent that Defendant did not contract with Zelis for such services. Defendant’s use of this term in its

Responses and Objections does not constitute an admission regarding the nature or function of any particular product or service.

14. Defendant objects to Definition No. 24 (“Payer”) on the grounds that it is vague, ambiguous, and misleading, including but not limited to the extent that it suggests that entities such as managed care organizations and third-party administrators “set[] process for Healthcare Goods and Services.” In responding to the Requests, Defendant will construe this term to refer to the ordinary and customary meaning and usage of the terms payor or payer in the health insurance industry.

15. Defendant objects to Definition No. 25 (“Payment Harmonization Index”) on the grounds that it is vague and ambiguous and assumes facts not in evidence, including (but not limited to) the Definition’s assertion that an “industry benchmarking study [was] commissioned by Zelis.” In responding to the Requests, Defendant will construe this term to refer to a report dated May 2022, prepared by Aite-Novarica, entitled “Payment Harmonization Index.”

16. Defendant objects to Definition No. 27 (“Pricing for OON Services”) on the grounds that it is vague, ambiguous, and misleading, including but not limited to the extent that it suggests that a “Payer[]” has the power to “determin[e]” or “set[]” the “actual payment paid to a Provider for providing OON Services.”

17. Defendant objects to Definition No. 28 (“Provider(s)”) as vague, ambiguous, and misleading, including but not limited to the extent that it suggests that “institution[s]” “perform[] Healthcare Services on behalf of Patients.” In responding to these Requests, Defendant will construe “Out-of-Network” or “OON” “Provider(s)” to refer to Providers that do not participate in a Payer’s network of Providers.

18. Defendant objects to Definition No. 29 (“Relevant Conduct”) on the grounds that it is overly broad and containing inaccurate, incomplete or misleading descriptions of facts and events and/or assuming the existence of facts that do not exist or the occurrence of events that did not take place; describes purported conduct irrelevant to any party’s claim or defense or proportional to the needs of the Action; and assumes facts not in evidence, including (but not limited) to the extent that it encompasses “any of the conduct alleged in” the Complaint and is not limited to alleged conduct relevant to the claims and defenses of this case. Defendant does not concede that any “conduct” described in the definition actually occurred or constitutes wrongdoing of any kind.

19. Defendant objects to Definition No. 30 (“Repricer”) on the grounds that it is vague and ambiguous; mischaracterizes facts; is based on disputed factual assertions; and assumes facts not in evidence, including (but not limited) to the Definition’s use of the term “often” and its assertion that Zelis or any other “third-party entity” “uses proprietary databases, methodologies, tools, and information-sharing technologies to determine and communicate adjusted OON payment amounts.” In responding to the Requests, Defendant will construe this term to refer to the ordinary meaning and usage of the term in the health insurance industry.

20. Defendant objects to Definition No. 31 (“Sample”) on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome because it purports to incorporate the terms “Structured Data,” “Data Fields,” and “Structured Data Fields.”

21. Defendant objects to Definition No. 33 (“Structured Data”) on the ground that it is overly broad and unduly burdensome, including (but not limited) to the extent that the Definition purports to include (1) fields that either do not exist or that Defendant does not maintain in the ordinary course of business or (2) fields that are irrelevant or would be unduly burdensome and/or

disproportionate to the needs of the case to identify and produce. Defendant further objects to the definition of “Structured Data” insofar as it includes “any electronic data” that resides in a fixed field within a record or file as overly broad, unduly burdensome, and not proportional to the needs of this case to the extent it includes within its scope any documents with “data organized in columns/rows.” Defendant will not interpret this definition to include non-database file sources, such as unstructured electronic documents that happen to include information presented in columns or rows.

22. Defendant objects to Plaintiffs’ Definition No. 35 (“You” and “Your”) to the extent it includes Defendant’s attorneys and other sources subject to the protections of privileges and immunities from disclosure, or from persons or entities not within Defendant’s control. Defendant further objects to this Definition on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome to the extent that it purports to include Defendant’s “subsidiaries, Affiliates, divisions, predecessors, successors, Representatives, parents, any organization or entity that such Defendant manages or controls, as well as any current or former officers, directors, or Employees.” Responses are limited to Defendant Elevance Health, Inc. in this Action only and not any other subsidiary or affiliate, or any other person or entity, unless stated otherwise.

23. Defendant objects to Plaintiffs’ Definition No. 36 (“Zelis”) on the grounds that it is overly broad, vague, and ambiguous, including the extent to which it purports to include “more than a dozen other Zelis-related legal entities” including “partners, corporate parents, subsidiaries, or affiliates.” In responding to the Requests, Defendant will construe “Zelis” to refer to the named Zelis Defendants in this Action: Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC.

24. Defendant objects to Instruction No. 1 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules, including (but not limited) to the extent that the Instruction demands supplementary responses within “seven (7) days of discovery or obtaining possession” “of any Document or ESI previously requested or required to be produced.” In responding to the Requests, Defendant will comply with its under Federal Rule of Civil Procedure 26(e) and any applicable Court order.

25. Defendant objects to Instruction No. 4 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules. In responding to the Requests, Defendant will maintain a privilege log consistent with its obligations under Federal Rule of Civil Procedure 26(b)(5), any ESI Protocol, Protective Order, or any other applicable discovery agreements or orders to be entered by the Court in this Action.

26. Defendant objects to Instruction No. 6 on the ground that it is unduly burdensome and disproportional to the needs of the case, including (but not limited) to the extent that the Instruction asks Defendant to produce “all” documents “not otherwise responsive to these Requests” that “mention, discuss, refer to, or explain any responsive Document.”

27. Defendant objects to Instruction Nos. 9 and 10 as unduly burdensome to the extent that they seek to impose on Defendant obligations that are inconsistent with, or beyond those contemplated by, the Federal Rules of Civil Procedure, the Local Rules, the Protective Order, the ESI Protocol Order, and any other orders to be entered by the Court.

28. Defendant objects to Instruction No. 12 and its definition of the “Relevant Period” as overly broad, unduly burdensome, and irrelevant to the extent it calls for the production of documents relating to the time period prior to January 1, 2018. Unless otherwise specified, Defendants will define the “Relevant Period” to refer to the time period from January 1, 2018, to

the present and will produce data and/or documents relating to the time period from January 1, 2018, to the present, subject to its General Objections and specific objections and the parties' negotiation of reasonable search parameters, including search terms, custodians, and non-custodial sources. By agreeing to produce documents relating to the time period from January 1, 2018, to the present, Defendant does not agree that this is the "Relevant Period" for purposes of future requests, and reserves the right to object to any relevant time period for future requests, including to the extent that they go beyond the applicable statute of limitations or period during which Defendant used relevant Zelis services.

29. Defendant objects to Instruction No. 13 on the ground that it purports to impose requirements that are inconsistent with, or beyond those contemplated by, the Applicable Rules, including (but not limited) to the extent that it purports to dictate the format in which Defendant must produce "Samples of Structured Data." In responding to the Requests, Defendant will produce documents and data in accordance with any ESI Protocol to be entered by the Court in this Action.

30. Defendant objects to Instruction No. 14 on the grounds that it is vague and ambiguous; and is overbroad and unduly burdensome, including (but not limited) to the extent that the Instruction purports to require production of "documentation corresponding to and sufficient to understand all Samples of Structured Data." Defendant further objects to this instruction to the extent that it purports to require Defendant to create documentation, compilations, or explanatory materials that do not exist in the ordinary course of Defendant's business. In responding to the Requests, Defendant will search for and produce responsive, proportional documentation that exists in the ordinary course of Defendant's business (if any), subject to its general and specific objections.

SPECIFIC OBJECTIONS AND RESPONSES

Defendant submits the following Specific Objections and Responses to the Requests. Neither a Specific Objection nor the absence of a Specific Objection to a Request is an admission that documents responsive to the Request exist.

I. Corporate Organization, Identity, and Relationships

REQUEST NO. 1: All Documents and Communications concerning Your corporate structure and that of all of Your affiliates, subsidiaries, or related entities that use, subscribe to, purchase, or otherwise benefit from Zelis' OON Repricing Services.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant also objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business.

Defendant objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it purports to require the production of "[a]ll" documents and communications, when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request as irrelevant, overly broad and unduly burdensome to the extent the Request seeks information regarding Defendant's corporate

structure that is irrelevant to or outside the scope of the claims and defenses in this Action. Defendant also objects to this Request on the grounds that the phrase “otherwise benefit from” is undefined, vague, and ambiguous.

Defendant objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions. Defendant further objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business.

Subject to and consistent with the foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 1, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production.

REQUEST NO. 2: Organizational charts and/or other documents sufficient to identify each of Your departments, divisions, business units, project groups, assigned personnel, or other organizational units (however labeled or referred to), and all personnel, involved in any Relevant Conduct, along with its or their positions, titles, roles, responsibilities, and the periods of time those positions, titles, roles, or responsibilities were held.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint

or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects to this Request because it purports to seek documents related to the “Relevant Conduct,” which as described above in the objections to Plaintiffs’ definitions and instructions, purports to seek documents that are irrelevant, overly broad, unduly burdensome, and not proportional to the needs of the case. As drafted, the Request would require Defendant to provide documents for each individual who was “involved” in the pricing of any OON Services, which is overinclusive and disproportionate to the needs of the case. Defendant further objects to this Request to the extent it seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant also objects to this Request to the extent this Request requires Defendant to formulate and/or compile information in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business.

Subject to and consistent with the foregoing objections, Defendant will conduct a reasonable search of its files and agrees to produce, to the extent they exist, non-privileged, responsive documents from January 1, 2018 – present sufficient to show potentially relevant personnel and their positions, consistent with the ESI Protocol and Protective Order to be entered by the Court.

REQUEST NO. 3: Your audited and unaudited financial statements, forecasts, profit and loss statements, earnings, costs, and expenses for each year, whether in draft or final form.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to this Request on the grounds that the phrases “forecasts,” “earnings,” “costs,” and “draft” are overly broad, unduly burdensome, vague,

ambiguous, and disproportionate to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case.

Defendant objects to this Request as irrelevant, overly broad, unduly burdensome, and not proportional to the extent the Request seeks information regarding Defendant's finances that is irrelevant to the claims and defenses in this Action. Defendant further objects as irrelevant and not proportional to the extent this request seeks "draft" financial statements. Defendant also objects to this Request to the extent that it seeks the disclosure of documents that are a matter of public record and are available through public sources.

Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which, as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with the foregoing objections, Defendant agrees to meet and confer with Plaintiffs regarding what information from January 1, 2018 – present, if any, this Request seeks that is relevant to the claims and defenses of this case.

REQUEST NO. 4: All documents and communications concerning communications with investors and creditors, earnings call transcripts, and presentations and discussions at healthcare,

technology, investor, creditor, or health insurance conferences concerning OON Repricing Services, OON Services, the pricing of OON Services, or competition among Payers.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request is not proportional to the needs of the case, specifically because the terms and phrases “investors,” “creditors,” “healthcare, technology, investor, creditor, or health insurance conferences,” and “competition among Payers” are overly broad, unduly burdensome, vague and ambiguous.

Defendant objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll” documents and communications when a subset of documents may be sufficient to show any relevant information. Defendant further objects to the Request as irrelevant and disproportionate to the needs of the case to the extent it requests all presentations and communications with “investors” and “creditors”, or all earnings call transcripts, regardless of any relevance to OON Services or reimbursements.

Defendant objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions. Defendant further objects to the definition of “OON Services,” as defined, consistent with Defendant’s objection to Plaintiff’s Definitions and Instructions. Defendant also objects on the grounds that the Request purports to require information prior to January 1, 2018, which, as described above in the objection

to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not relevant or proportional to the needs of the case.

Defendant objects to this Request to the extent it seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant further objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control; are publicly available; or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 4, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production.

REQUEST NO. 5: All documents and communications relating to employee reviews, evaluations, promotion materials, bonuses, performance incentives, and compensation rates, whether in draft or final form, regarding promotions, commissions, bonuses or compensation associated with repricing of OON Claims.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks

documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects on the grounds that the Request is not proportional to the needs of the case, specifically because the terms and phrases “employee reviews, evaluations, promotional materials,” “draft,” and “associated with repricing of OON Claims” are overly broad, unduly burdensome, vague and ambiguous.

Defendant objects to the extent this Request purports to require Defendant to produce “[a]ll documents and communications” for every employee that has any responsibility related to Defendant’s practices associated with the repricing of OON Claims. To the extent this Request is relevant for any employee, it would be only marginally relevant, and Defendant objects to the extent Plaintiffs seek these documents for each employee that has any responsibilities associated with the repricing of OON Claims. Defendant further objects because the burden of retrieving documents for each employee that has responsibilities associated with the repricing of OON Claims far exceeds their limited relevance. Defendant also objects to this Request as violating the privacy rights of third parties in pursuit of information that is of either no relevance or of marginal relevance.

Defendant objects that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll” documents when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent this Request requires Defendant to formulate and/or compile information or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to

the extent that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 5, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests for Production.

REQUEST NO. 6: All documents and communications concerning, reflecting, or containing information about efforts considered or taken in order to, in whole or in part, hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence indicating or suggesting (a) that two or more Payers communicated about OON Repricing Services, or otherwise communicated about suppressing payments for OON Services; or (b) that Zelis and one or more Payers communicated about using OON Repricing Services or otherwise communicated about suppressing payments for OON Services.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant also objects on the grounds that the

Request is not proportional to the needs of the case, specifically because the phrase “suppressing payments for OON Services” is overly broad, unduly burdensome, vague and ambiguous.

Defendant objects to this Request on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions to the extent that it assumes or implies the existence of “efforts...to...hide, conceal, downplay, modify, move or relocate, substitute, supplant, delete, or destroy evidence,” or “communicat[ions] about suppressing payments for OON Services,” which Defendant denies. Defendant further objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant also objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions.

Defendant objects to this Request to the extent it seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 6, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production.

II. Structured Data

REQUEST NO. 7: Samples of Structured Data sufficient to show all Data Fields for each paid Claim for OON Services within the Relevant Period at the most granular level that such Structured Data is kept, including at the claim or line level.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the terms “Structured Data” and “Data Fields,” as defined, consistent with Defendant’s objection to Plaintiff’s Definitions and Instructions. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant also objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects on the grounds that the Request is overly broad and unduly burdensome and seeks documents that are not proportional to the needs of the case because the Request purports to require the production of “[a]ll Data Fields for each paid Claim for OON Services” without limitation to the data relevant to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case. Defendant further objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business.

Subject to and consistent with foregoing objections, Defendant agrees to conduct a reasonable investigation and produce a non-privileged, responsive sample of Structured Data

sufficient to show relevant data fields regarding reimbursed claims for out-of-network healthcare services from January 1, 2018 – present, to the extent that they exist in Defendant’s current claims database.

REQUEST NO. 8: Documentation sufficient to understand all produced Structured Data, including but not limited to (a) code/lookup tables for any fields provided that may contain coded (character) data; (b) column/field descriptions for each field provided; (c) identification of the containing database(s), the field or set of field(s) which uniquely identifies a claim; (d) links or references between database(s), field(s), and documents; and (e) database, field, and/or data dictionaries, glossaries, keys, maps, or guides. If data fields are provided in different databases or tables, provide ID Variables (or other means or ways) in each database or table to merge databases or tables together. Data information and formatting should be consistent, including the physical and virtual location of the data, where data warehouses and standards have changed over time, and the identity of the directors, officers, employees, agents, and consultants assigned to data management responsibilities. If formatting or data field names have changed over the Relevant Period, responses should include information detailing (a) when such change(s) occurred; (b) the state before and after the change(s); and (c) how to map and access database(s), field name(s), and the underlying data across physical and virtual locations and data files.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which, as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks

documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business.

Defendant objects to this Request on the grounds that the phrases “sufficient to understand,” “[d]ata information and formatting” “consistent,” and “changed over time” are overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case. Defendant further objects to this Request as irrelevant, overly broad, unduly burdensome, and disproportionate to the needs of the case to the extent that it seeks to impose on Defendant discovery obligations greater than and/or in violation of those imposed by the Applicable Rules.

Defendant objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case in that it purports to require Defendant to produce “Documentation sufficient to understand all produced Structured Data” that is not limited to the pricing and payment of healthcare services challenged by Plaintiffs in this case. Defendant further objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Defendant also objects to this Request to the extent it is duplicative of Request No. 7 and incorporates its objections to that Request.

Subject to and consistent with the foregoing objections, Defendant agrees to meet and confer with Plaintiffs in an effort to reach agreement on a mutually acceptable scope of information needed to reasonably understand the Structured Data that Defendant agrees to produce from January 1, 2018 – present.

III. “Repricing” Services, Tools, Technologies, Methodologies, and Algorithms

REQUEST NO. 9: All documents and communication concerning Zelis’ OON Repricing Services, tools, technologies, methodologies, formulas, algorithms, systems, or other processes, including, but not limited to, any aspect of Your Pricing for OON Services generally, Your policies, procedures, and guidelines; factors or information You considered consider, used, use, proposed, or propose in setting, negotiating, reviewing, appealing, or approving prices; Your training materials; benchmarks or performance metrics You considered, consider, used, use, proposed, or propose; budgeting and spending related to claims processing; loss adjustment expenses; and the development, evaluation, testing, or approval of any models, formulas, calculations, methodologies, or algorithms You considered, consider, used, use, proposed or propose for Pricing of OON Services.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which, as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require “[a]ll documents and communications concerning...*any* aspect of Your Pricing for OON Services generally” which is

not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case (emphasis added). Defendant further objects to this Request to the extent it seeks documents concerning “budgeting and spending related to claims processing” and “loss adjustment expenses,” which are overly broad, unduly burdensome, and outside the scope of the allegations in the Complaint. Defendant also objects to the definition of “OON Repricing Services” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions.

Defendant objects to this Request as ambiguous, vague, and misleading to the extent that it suggests that Defendant sets Zelis’ repricing or negotiation services as opposed to, for example, sponsors of health benefit plans for which Defendant administers claims. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control; are publicly available; or could be more easily procured from other sources. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with the foregoing objections, Defendant agrees to conduct a good-faith and reasonable search for the following documents within its possession, custody, or control from January 1, 2018 – present and produce any non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on reasonable search parameters: (i) communications involving Zelis; (ii) documents regarding Zelis’ OON repricing or negotiation services; (iii) documents sufficient to show the Zelis repricing or negotiation services used by Defendant; and (iv) documents sufficient to show OON

reimbursement methodologies used by Defendant other than Zelis repricing or negotiation services.

REQUEST NO. 10: Documents and communications sufficient to show data sets, capabilities, features, pricing, or contractual information used in the compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification of the respective service concerning Zelis’ OON Repricing Services including but not limited to:

- a. “Established Reimbursement Schedule” or “Established Reimbursement Solution®” (“ERS”);
- b. Referenced Based Pricing” (“RBP”);
- c. “Zelis Open Access Pricing®;”
- d. “Zelis Price Map;”
- e. “Zelis Intelligent Pricing Platform” (“ZIPPP”);
- f. “Network 360®;” and
- g. “QuickReprice.”

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions. Defendant further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents concerning “Services” (such as “Zelis Price Map” and “Zelis Intelligent Pricing Platform”) that are not alleged in the Complaint. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Defendant objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case as to the phrases “compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification” of Zelis’ OON repricing or negotiation services. As an example, the portion of the Request seeking “[d]ocuments and communications sufficient to show...compilation, marketing, promotion, advertisement, calculation, deployment, application, or modification” of each of Zelis’ OON repricing or negotiation services on its face would appear to call for virtually every document and communication regarding Zelis, regardless of its relevance.

Defendant objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case. Defendant further objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant agrees to conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control regarding the Zelis' OON repricing or negotiation services used by Defendant and Defendant's policies, practices, or procedures for using such services from January 1, 2018 – present and produce any such non-privileged documents located during this search, provided that the parties meet and confer and agree on reasonable search parameters.

REQUEST NO. 11: All documents and communications regarding insurance claim files, such as 837 files or EDIs, and Electronic Remittance Advice (ERA) forms, such as 835 files, for OON claims priced, in whole or in part, using Zelis' OON Repricing Services.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects to this Request as irrelevant, overly broad, unduly burdensome and not proportional to the needs of the case, including but not limited to the extent it seeks “claim files” or “ERA forms” pertaining to parties other than those involved in this Action. Defendant also objects on the grounds that the Request purports to require information prior to January 1, 2018, which, as described above in the objection to Plaintiffs' “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions. Defendant further objects

on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll” documents when a subset of documents may be sufficient to show any relevant information. Defendant also objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 11, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production. Defendant is willing to meet and confer with Plaintiffs to the extent Plaintiffs identify specific elements of information not included in Defendant’s anticipated production of Structured Data.

IV. Information Sharing

REQUEST NO. 12: All documents and communications related to meetings, whether scheduled, planned, or occurring on-line, over-the-telephone (mobile or landline), over fax/facsimile, over or through email, over or through text/SMS, over or through WhatsApp, over or through corporate communications technologies, over or through any other analog or electronic communications device, software, hardware, or technology/technologies or in person, between or among current or former officers, directors, employees, or agents of two or more of the following entities: Zelis, DeSantis Breindel, any Defendant, any Payer, any Repricer, Availity, and/or AHIP concerning in any way OON claims, payments, or contractual information. Documents and communications sought here include, but are not limited to, Zelis’s client conference notes or transcripts, audio

recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, attendance lists or confirmations, invitee lists or confirmations, committee designations, travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Defendant objects to this Request on the grounds that it is ambiguous, vague, and/or indefinite since it fails to define the terms and phrases "DeSantis Breindel," "contractual information," "indicia of deletion, destruction, or relocation," and "scorecards." Defendant further objects to this Request as vague and ambiguous, including with respect to the phrase "concerning in any way OON claims, payments, or contractual information," which is undefined and untethered to the subject matter of the Complaint.

Defendant objects that the Request is overbroad, unduly burdensome, is outside the scope of the allegations in the Complaint, and not proportional to the needs of the case insofar as it purports to require Defendant to collect and produce “travel documents, hotel receipts, restaurant receipts, bar receipts, scorecards, photographs, reservations or receipts relating to golfing, skiing, boating, fishing, or other events or excursions,” the collection of which would impose a burden disproportionate to any benefit to the resolution of the claims and defenses in this case. Defendant further objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business.

Defendant objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources. Defendant also objects on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions that Defendant engaged in “deletion, destruction, or relocation of those recordings or film,” which Defendant denies.

Subject to and consistent with the foregoing objections, Defendant agrees to meet and confer with Plaintiffs regarding reasonable parameters for the use of a proportional set of search terms and designated custodians to identify and produce any existing non-privileged, responsive documents or communications from January 1, 2018 – present.

REQUEST NO. 13: All documents related to Zelis’ “Payments Harmonization Index,” including, but not limited to, any and all such “Payments Harmonization Index” documents concerning any quantitative survey on which it is/was based, any reports generated or otherwise created by or in

relation to it, and any documents that the Payment Harmonization Index relies on, considers, analyzes, or uses from or derived from any other non-Zelis entities.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to the Request as vague, undefined, and ambiguous as to the phrase "Payment Harmonization Index."

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll documents," "*any* and all such 'Payments Harmonization Index' documents concerning *any* quantitative survey on which it is/was based," and "*any* reports" when a subset of documents may be sufficient to show any relevant information (emphasis added). Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control or could be more easily procured from other sources. Defendant also objects to the Request as overly broad, unduly burdensome, vague, and ambiguous, including with respect to the phrases "in relation to it" and "derived from."

Subject to and consistent with the foregoing objections, Defendant agrees to meet and confer with Plaintiffs regarding what information, if any, Request No. 13 seeks that is relevant to the claims and defenses in this case.

REQUEST NO. 14: All documents and communications related to any form of user groups or user advisory groups (i.e., any group formed for the purpose of providing feedback, advice, or comment) for any of Zelis' OON Repricing Services, including, but not limited to, any meeting invitations, room or table assignments, agendas, minutes, notes, transcripts (however generated), presentations, slides, or audio or video recordings from such user groups or user advisory groups.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which, as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects to this Request on the grounds that the terms "user groups," "user advisory groups," "formed for the purpose of providing feedback, advice, or comment," and "meeting invitations" are overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case. Defendant further objects to the definition of "OON Repricing Services," as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions.

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with the foregoing objections, Defendant agrees to conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control regarding user groups for any of Zelis’ repricing or negotiation services from January 1, 2018 – present and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on reasonable parameters for the use of a proportional set of search terms and designated custodians.

REQUEST NO. 15: All documents and communications regarding information Non-Zelis Defendants provide or are required to provide Zelis or that Zelis is required to provide Payers in connection with Payers’ use of Zelis’ OON Repricing Services, including, but not limited to, any claims, payment, or contractual-related information, the public disclosure of any such information, the frequency with which the information is provided from one or more Payers to Zelis, and/or the frequency with which the information is provided from Zelis to one or more Payers.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to

Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects to the definition of "OON Repricing Services," as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions. Defendant further objects on the grounds that the Request assumes facts not in evidence, or states or assumes legal conclusions with respect to the phrase "are required to provide," and as vague and ambiguous with respect to "contractual-related information." Defendant also objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll documents and communications" when a subset of documents may be sufficient to show any relevant information.

Defendant objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control; are publicly available; or could be more easily procured from other sources. Defendant further objects to the extent this Request seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of responsive documents from January 1, 2018 – present within its possession, custody, or control regarding information provided by Defendant to Zelis or

by Zelis to Defendant in connection with use of Zelis' repricing or negotiation services and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on reasonable search parameters.

V. Communications and Agreements with Payers

REQUEST NO. 16: All documents and communications with or concerning any Plaintiff or Provider, including, but not limited to, the pricing, repricing, negotiation, re-negotiation, appeal, or denial of any Claim submitted by any Plaintiff or Provider seeking payment with respect to performing OON Services.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control; are publicly available; or could be more easily procured from other sources.

Defendant objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll documents and communications with or concerning *any* Plaintiff or Provider, including,...*any* Claim submitted by *any* Plaintiff or Provider," when a subset of such information, if relevant, would be

sufficient and which is not limited to the pricing and payment of out-of-network healthcare services challenged by Plaintiffs in this case (emphasis added).

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of documents and communications within its possession, custody, or control concerning Defendant's offers of reimbursement to any Plaintiff between January 1, 2018 – present and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on reasonable search parameters.

REQUEST NO. 17: All documents and communications related to any agreement or draft agreement, including any agreement itself, as well as any offer, proposal, draft, pitch, discussion, or negotiation of any agreement or draft agreement, including any amendments, statements of work, exhibits, or side letters to such agreements, including, but not limited to, agreements concerning the exchange or delivery of Claims, payment, pricing, or contractual information, as well as agreements to pay Zelis a commission or other compensation based in any way on the savings from Zelis's OON Repricing Services, any disclosures of such commissions or agreements, and any reports or summaries of such paid commissions or incentives.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents, including drafts, protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further specifically objects on the grounds that the Request purports to require information prior to January

1, 2018, which as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects on the grounds that the Request is not proportional to the needs of the case, specifically because the terms “offer,” “proposal,” “draft,” “pitch,” “discussion,” “negotiation,” “amendments,” “agreement,” “draft agreement,” “statements of work,” “exhibits,” and “side letters,” and are overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case. Defendant further objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions. Defendant also objects to this Request as irrelevant, overly broad, and unduly burdensome to the extent the Request seeks information that is irrelevant to or outside the scope of the claims and defenses in this Action.

Defendant objects on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions with respect to the terms “paid commissions or incentives.” Defendant further objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” relating to “any agreement,” regardless of subject matter, when a subset of documents relevant to the claims or defenses in this case may be sufficient to show any relevant information. Defendant also objects to this Request to the extent it seeks documents that do not exist and/or are not maintained in the ordinary course of business.

Defendant objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could

be more easily procured from other sources, including documents or communications regarding agreements that did not involve Defendant.

Subject to and consistent with the foregoing objections, Defendant agrees to meet and confer with Plaintiffs regarding reasonable parameters to identify and produce the following non-privileged, responsive documents or communications, to the extent they exist: (i) final, executed agreements between Zelis and Defendant in connection with OON repricing; and (ii) any agreements between Defendant and Payers concerning Zelis from January 1, 2018 – present.

REQUEST NO. 18: All documents and communications related to Balance Billing with respect to OON Services, including, but not limited to: the actual or projected ability of Providers to Balance Bill Patients; estimates, projections, or analyses regarding the frequency of such billing and the rate at which Patients pay Balance Billed amounts; any practical, legal, or contractual limitations or prohibitions on Balance Billing; and any efforts by You to prevent Balance Billing in connection with OON Claims.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further specifically objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs’ “Relevant Period,” is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Defendant objects to this Request to the extent that it purports to require Defendant to search for every claim that may have involved any discussion or act related to Balance Billing. Given the vast number of OON claims that Defendant processes each year, it would be impossible to search every single claim file or administrative record to determine what, if any, Balance Billing may have occurred or been threatened.

Subject to and consistent with the foregoing objections, Defendant agrees to conduct a good-faith and reasonable search of responsive documents within its possession, custody, or control regarding Balance Billing with respect to OON Services from January 1, 2018 – present and will produce non-privileged, responsive documents located by this search, provided that the parties meet and confer and agree on reasonable search parameters.

REQUEST NO. 19: All documents and communications related to any Provider no longer agreeing to treat Patients on an OON basis or accept Patients’ OON insurance benefits (or the threat or possibility thereof), including:

- a. the Provider’s stated, inferred, likely, or assumed reasons for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits;
- b. the actual or anticipated impact on Patient access to care, network adequacy, or member satisfaction; and

- c. any internal assessment, analysis, or response by You regarding such Provider conduct or its consequences.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects to the Request as vague and ambiguous insofar as it requests a Provider's "stated, inferred, likely or assumed reasons" for no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits. Defendant further objects that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that it seeks documents that are not in Defendant's possession, custody, or control; are publicly available; or could be more easily procured from other sources. Defendant objects on the grounds that this Request is overly broad, unduly burdensome, and disproportionate to the needs of the case in that it purports to require the production of "[a]ll documents and communications" and would require Defendant to search, by way of example only, any instance where a Provider communicated to one of Defendant's many employees that it was no longer treating or considering no longer treating a patient on an OON basis.

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith and reasonable search of documents within Defendant's possession, custody, or control from

January 1, 2018 – present and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on reasonable parameters for the use of a proportional set of search terms and designated custodians: (i) documents related to instances in which a Provider indicated that they would no longer agree to treat patients on an OON basis or accept the patient’s OON insurance benefits and the actual or anticipated impact on patient access to care or member satisfaction; and (ii) documents sufficient to show Defendant’s policies and procedures, if any, with respect to a Provider no longer agreeing to treat Patients on an OON basis or accept their OON insurance benefits.

VI. Market and Competitive Conditions

REQUEST NO. 20: All documents and communications concerning any analysis of any Payers’ Pricing for OON Services (including, without limitation, Yours) or pricing in the OON Payer Market generally, including, but not limited to: (a) actual, estimated, or projected changes in prices for OON Services over any period of time; (b) the relationship (if any) between prices for OON Services and prices for Healthcare Services paid by Medicare, Medicaid, or Tricare; (c) Providers’ actual or anticipated reactions to particular Prices for OON Services or changes in prices for OON Services; (d) the ability, possibility, or past experience of Providers switching to providing other types of, or fewer, Healthcare Services in response to a change in prices for OON Services; and (e) analyses of price elasticity or cross-price elasticity between prices for OON Services and prices for other types of Healthcare Services.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to

Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to the term "OON Payer Market" on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions to the extent this term asserts the existence of a cognizable antitrust market in which "OON Healthcare Services are sold by OON Providers and purchased by Payers." In responding to this Request, Defendant denies that Plaintiffs' contentions are valid or supported.

Defendant objects to the phrases "pricing," "pricing in the OON Services market generally," and "prices" as vague, ambiguous, and misleading, including but not limited to the extent the Request suggests that payers "determin[e]" or "set[]" "Pricing for OON Services (including, without limitation, [Defendant's])." Defendant further objects to this Request on the grounds that the terms and phrases "pricing in the OON Payer market generally," "reactions," "past experience," "price elasticity," "cross-price elasticity," or "other types of Healthcare Services" are overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case. Defendant also objects to this Request as overly broad, unduly burdensome, and, to the extent that this Request seeks documents or communications regarding "Healthcare Services" or "other types of Healthcare Services," irrelevant to or outside the scope of the claims and defenses in this Action.

Defendant objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, with respect to the phrases "the relationship (if any) between prices," "actual or anticipated reactions to particular Prices," and "the ability, possibility, or past

experience of Providers switching to providing other types of, or fewer, Healthcare Services.” Defendant further objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications concerning *any* analysis of *any* Payers’ Pricing for OON Services,” which could potentially encompass any discussion of the reimbursement amounts of an OON claim (emphasis added). Defendant also objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business.

Defendant objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources. Defendant further objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control regarding analysis of Pricing for OON Services from January 1, 2018 – present and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on reasonable search parameters.

REQUEST NO. 21: All documents, charts, presentations, analysis, studies, or reports sufficient to show Your market share in the OON Payer Market and the geographic scope of the services You offer related to this litigation, including any documents analyzing or reflecting the market share, competitive position, or market presence of those You consider to be competitors.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects on the grounds that the Request is not proportional to the needs of the case, specifically because the undefined phrases "competitive position" and "market presence" are overly broad, unduly burdensome, vague, and ambiguous. Defendant further objects to the term "OON Payer Market" on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions to the extent this term asserts the existence of a cognizable antitrust market in which "OON Healthcare Services are sold by OON Providers and purchased by Payers." In responding to this Request, Defendant denies that Plaintiffs' contentions are valid or supported. Defendant also objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll" documents when a subset of documents may be sufficient to show any relevant information.

Defendant objects to the extent the Request seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant further objects to the Request on the

grounds that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other parties to the Action.

Subject to and consistent with the foregoing objections, Defendant agrees to meet and confer with Plaintiffs regarding the scope of this Request, including the meaning of "competitive position or market presence of those You consider to be competitors" and to develop a reasonable and proportionate search protocol to identify and produce existing non-privileged, responsive documents from January 1, 2018 – present in its possession, custody, and control that are responsive to this Request.

VII. Regulatory, Litigation, and Investigations

REQUEST NO. 22: All documents and communications concerning Zelis' OON Repricing Services, or OON Claims Pricing generally, that You have provided to any governmental entity, including materials submitted in response to formal or informal investigative requests by any committee, subcommittee, or member of the United States House of Representatives, United States Senate, or any state legislative body, committee or legislator; any federal or state regulatory or investigative entity (such as the United States Department of Labor, Federal Trade Commission, or U.S. Department of Justice), a civil investigative demand, or a grand jury subpoena. This request includes any proffer materials and presentations, and any white papers submitted to any governmental entity.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold

such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant also objects to the Request to the extent it seeks information that is irrelevant to or outside the scope of the claims or defenses of any party in the Action.

Defendant objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Defendant further objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case, specifically because the terms "OON Claims Pricing" "any governmental entity," "formal or informal," "investigative requests" are overly broad, unduly burdensome, vague, and ambiguous. Defendant also objects to the definition of "OON Repricing Services," as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions.

Defendant objects on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions. Defendant further objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll documents and communications" when a subset of documents may be sufficient to show any relevant information. Defendant also objects to this Request to the extent it seeks documents that do not exist and/or are not maintained in the ordinary course of business. Defendant objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 22, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests for Production.

REQUEST NO. 23: Documents sufficient to show Your policies and practices with respect to the retention and destruction of documents that were in effect at any time during the Relevant Period, including Your policies and practices with respect to the retention and destruction of data on Your employees' mobile devices.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not relevant and not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to this Request as irrelevant, overly broad and unduly burdensome to the extent the Request seeks information beyond Defendant's practices related to the pricing and payment of OON Healthcare Services.

Defendant objects to this Request to the extent that it is not appropriate at this stage of the proceedings because discovery of document and data retention issues is not warranted absent good cause. The Committee Notes on Federal Rule of Civil Procedure 26(b)(1) are clear that such

discovery is permissible only “when relevant and proportional to the needs of the case.” Courts routinely limit such “discovery on discovery,” restricting it to when the information requested is directly ‘relevant to a party’s claims or defenses and proportional to the needs of the case.’ *Greer v. Moon*, 2025 WL 786698, *2 & n.15 (D. Utah Mar. 12, 2025) (denying plaintiff’s motion to compel and explaining “[d]iscovery regarding a party’s discovery and retention process—often referred to as ‘discovery on discovery’—generally does not meet [discovery] standards”); *Town of Westport v. Monsanto Co.*, 2015 WL 13685105, at *3–4 (D. Mass. Nov. 5, 2015) (denying plaintiffs’ motion to compel additional information regarding defendants’ document-retention policies). No such assertions have been made, nor are there any grounds for such an assertion here.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to produce documents responsive to Request No. 23.

REQUEST NO. 24: All non-privileged documents and communications related to internal or external inquiry or investigation requested by You (regardless of characterization such as non-adjudicative, cooperating, preliminary, informal, formal, complete, incomplete, open, closed, or final) where such inquiry or investigation concerned or concerns: (a) the policies, guidelines, procedures, or training materials concerning interaction with a competitor, whether or not an inquiry, investigation, or litigation was or is in effect; (b) any actual, potential, or suspected violation of the policies, guidelines, procedures, or training materials concerning interaction with a competitor with respect to OON Pricing, (c) this Litigation, (d) the relationship(s) between Zelis and Payers (including, but not limited to, You); (e) the relationship(s) between You and other Payers; and (f) the use of OON Repricing Services by You or any Payer.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects to this Request as vague and failing to specify with reasonable particularity the meaning of "internal or external inquiry or investigation requested by You" or "the relationship(s) between You and other Payers." Defendant further objects to the definition of "OON Repricing Services," as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions. Defendant also objects to this Request to the extent it seeks documents concerning "policies, guidelines, procedures, or training materials concerning interactions with a competitor" which are overbroad, unduly burdensome, irrelevant, and outside the scope of the allegations in the Complaint.

Defendant objects to this Request as ambiguous, vague, and misleading to the extent that it suggests that Defendant sets reimbursement amounts for OON Services as opposed to, for example, sponsors of health benefit plans for which Defendant administers claims. Defendant further objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Defendant specifically objects to subparts (a), (b), (e) and (f) of

this Request as irrelevant, overly broad, unduly burdensome, and proportional to the needs of the case.

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll non-privileged documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 24, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production.

VIII. Transparency in Coverage (“TIC”) Rule

REQUEST NO. 25: All documents and communications concerning, reflecting, or containing information about Your compliance with the Transparency in Coverage (“TIC”) Rule including, but not limited to, (a) Your interest in or ability to using the TIC Rule to help suppress payments for OON Healthcare Services; (b) how Your information disclosures, including, but not limited to, disclosures relating to OON claims, payments, and contractual information, made to Zelis, made by Zelis to Payers (including, but not limited to, You), made by Zelis to the public, made by Payers (including, but not limited to, You) to the public, or made by one Payer (including, but not limited

to, You) to one or more other Payers (including, but not limited to, You), differ or exceed that as required by the TIC Rule.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Defendant objects to this Request on the grounds that it is ambiguous, vague, irrelevant, and/or indefinite since the Request and the Complaint fail to define the terms "Transparency in Coverage ('TIC') Rule" or "Transparency in Coverage." Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other sources. Defendant also objects to this Request as vague and ambiguous, including with respect to the phrases "interest in or ability to using the TIC Rule," "help suppress payments for OON Healthcare Services," and "differ or exceed that as required by the TIC Rule." Defendant objects to this Request to the extent it mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions.

Subject to and consistent with foregoing objections, Defendant agrees to meet and confer with Plaintiffs regarding what information, if any, Request No. 25 seeks that is relevant to the claims and defenses of this case.

IX. Claims Processing

REQUEST NO. 26: All documents and communications related to transaction information transmitted via any used or applied transaction technologies or transaction networks, including, but not limited to, the Electronic Information Exchange Infrastructure (or Electronic Data Interchange), for repriced claims for OON Services, including, without limitation, why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant further objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case.

Defendant objects to this Request on the grounds that it is ambiguous, vague, and/or indefinite since it fails to define the terms "transaction information" and "repriced claims for OON Services." Defendant further objects to this Request as overly broad, unduly burdensome, seeking information not proportional to the needs of the case, and duplicative of at least Request Nos. 8 and 11, and incorporates its objections to these Requests.

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 26, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production and structured-data requests.

X. Financial Documents

REQUEST NO. 27: Documents sufficient to show Your charges and spending on costs related to the use of each of Zelis’ OON Repricing or other types of services performed by Zelis, including but not limited to: (a) the amount of money that You charged to each of Your Subscribers on a monthly, quarterly, and annual basis or any other form of fee charged to a Subscriber in exchange for setting, adjudicating, or negotiating prices for OON Services that are lower than billed charges for those OON Services; (b) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for Zelis’ OON Repricing Services separated by service; (c) the amount of money that You paid Zelis on a monthly, quarterly, and annual basis for the use of any of Zelis’ PPO networks; (d) any efforts by You or any other Payer to reduce or alter the amounts owed to Zelis, and the basis thereof; (e) access to any other Payer’s claim information that is not Yours.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to the definition of "OON Repricing Services," as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions.

Defendant objects to this Request as overly broad, unduly burdensome, vague, and ambiguous with respect to the phrase "charges and spending on costs related to the use of each of Zelis' OON Repricing or other types of services performed by Zelis." Defendant further objects to subpart (e) as overly broad, unduly burdensome, and not relevant to the claims or defenses of any party to the extent it seeks documents concerning "access to any other Payor's claim information that is not Yours."

Defendant objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other sources. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several

categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control sufficient to show payments to Zelis related to Defendant's use of Zelis' OON repricing or negotiation services from January 1, 2018 – present and produce any such non-privileged, responsive documents located during this search, provided that the parties meet and confer and agree on reasonable search parameters.

XI. Market and Competitive Conditions

REQUEST NO. 28: All documents and communications concerning, reflecting, or containing information about any threats, analysis, indications, suggestions, suspicions, rumors, conclusions, or considerations, whether made by You, Zelis, or any Payer, that Zelis had the power, information, capability, or resources to compete against You or other Payers as a PPO.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to this Request on the grounds that the terms "threats," "indications," "suggestions," "suspicions," "rumors," "considerations,"

“power,” “capability,” and “resources” are overly broad, unduly burdensome, vague, ambiguous, and disproportionate to the needs of the case.

Defendant objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control; are publicly available; or could be more easily procured from other sources. Defendant further objects that the Request is overbroad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant also objects to this Request to the extent it mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions.

Subject to and consistent with foregoing objections, Defendant does not intend to separately search for and produce documents responsive to Request No. 28, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests.

XII. Use of OON Repricing Services and Methods

REQUEST NO. 29: All documents and communications related to any Payer’s use, consideration, or analysis of Zelis’ OON Repricing Services, including:

- a) any Payer’s consideration, discussion, or analysis of the benefits, strengths, weaknesses, detriments, or concerns associated with using any of Zelis’ OON Repricing Services or entering into an Agreement with Zelis to use any of Zelis’ OON Repricing Services;
- b) any pricing rules, methodologies, or procedures used by any Payer that utilizes any of Zelis’ OON Repricing Services, including preference forms, any pricing or operational overrides, caps, benchmarks, elected percentiles, rules for the treatment of claims where Zelis’ OON Repricing Services cannot achieve a specified target price for an OON Service, or rules for how claims are priced;
- c) the underpayments or alleged savings generated by any Payer utilizing Zelis’ OON Repricing Services, including any explanation of how those underpayments or alleged savings are calculated;
- d) proposed or actual changes that Zelis suggested or advocated to any Payer, including, but not limited to, You, concerning how that Payer implemented or used

any of Zelis' OON Repricing Services, including, but not limited to, caps, benchmarks, elected percentiles, and/or negotiation parameters;

- e) any Payers' consideration, analysis, rejection, approval, or adoption of any change to how they implement or utilize any of Zelis' OON Repricing Services and the reasons for such a change;
- f) any Payer's consideration or analysis of actually or potentially discontinuing, pausing, curtailing, or terminating the use of any of Zelis' OON Repricing Services;
- g) any deviations or divergences from the prices that any of Zelis' OON Repricing Services set for an OON Service and the amount that a Payer paid to a Provider for the OON Service, including the frequency of such deviations or divergences and the reasons for such deviations or divergences;
- h) any group or meeting of two or more Payers to discuss their implementation of any of Zelis' OON Repricing Services or potential changes to any of Zelis' OON Repricing Services;
- i) any consideration, analysis, study or discussion of any other Payer's use of Zelis' OON Repricing Services; and
- j) internal discussions and communications regarding reports, market intelligence, and information about other Payers, including competitors, provided by Zelis and including any efforts by Zelis or You to de-anonymize this information.
- k) the inclusion, substitution, exploitation, benchmarking, benefits provided from, analyses provided from, or consideration of the use of Zelis's OON Repricing technologies, services, products, schedules, tools, or methodologies by, within, or in relation to repricing provided by one or more rival Repricers or rival repricing services or products.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint

or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects to the definition of “OON Repricing Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions. Defendant further objects to this Request on the grounds that it is ambiguous, vague, and/or indefinite since it fails to define the terms “target price,” “deviances,” “rules for how claims price,” “rival repricing services or products,” or “divergences.”

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources.

Defendant objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A). Defendant further objects to this request to the extent it is duplicative of Plaintiffs’ other requests for productions and incorporates herein Defendant’s objections to those duplicate requests.

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of responsive documents from January 1, 2018 – present within its possession, custody, or control regarding Defendant’s use, consideration, or analysis of

Zelis' repricing or negotiation services and produce any such non-privileged, responsive documents it locates as a result of that search, provided that the parties meet and confer and agree on reasonable parameters for the use of a proportional set of search terms and designated custodians.

XIII. Information Sharing

REQUEST NO. 30: All documents and communications concerning the means, methods, or policies for setting the amounts for pricing of OON Services by or for any Payer other than You, including any effort by You to determine such information.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects to this Request as irrelevant, overly broad, unduly burdensome, and not seeking information proportional to the needs of the case to the extent that "pricing of OON Services" includes issues irrelevant to or outside the scope of the claims and defenses of the Action. Defendant further objects to this Request as ambiguous, vague, and misleading to the extent that it suggests that Defendant sets reimbursement amounts for OON Services as opposed to, for example, sponsors of health benefit plans for which Defendant administers claims. Defendant also

objects to this Request on the grounds that it is ambiguous, vague, and/or indefinite since it fails to define the terms “means,” “methods,” “policies,” or “setting.”

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of “[a]ll documents and communications” when a subset of documents may be sufficient to show any relevant information. Defendant further objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant also objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources. Defendant objects to this Request as duplicative of, at least, Request No. 29, and incorporates its objection into this Request.

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control regarding repricing of OON Services by any payor other than Defendant from January 1, 2018 – present and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on reasonable parameters for the use of a proportional set of search terms and designated custodians.

REQUEST NO. 31: All documents and communications related to the following aspects of any of Zelis’ OON Repricing Services (including but not limited to RBP, ERS, QuickReprice, Payment Harmonization Index, etc.):

- a) the data sources utilized by Zelis’ OON Repricing Services, including whether that data is anonymized, whether that data is publicly available, the most granular level at which the respective OON Repricing Service displays data to users, and recency of the data that the respective OON Repricing Service displays to users;

- b) the actual and claimed capabilities of each respective OON Repricing Service;
- c) marketing materials for each respective OON Repricing Service;
- d) meetings between Zelis and any Payer (including, but not limited to, You) concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, and discussions concerning those meetings;
- e) meetings between You and any other Payer concerning the use or potential use of any respective OON Repricing Service, including, but not limited to, any presentations, summaries, notes, transcripts, audio recordings, video recordings, audio/visual recordings, film, indicia of deletion, destruction, or relocation of those recordings or film, and discussions concerning those meetings;
- f) implementation and implementation-related guidance for the respective OON Repricing Service; and
- g) agreements concerning the use of the respective OON Repricing Service.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents. Defendant also objects to the term "agreement," as defined, consistent with Defendant's objection to Plaintiffs' Definitions and Instructions.

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll documents and communications" when a subset of documents may be sufficient to show any relevant information. Defendant further objects to the definition of "OON Repricing

Services,” as defined, consistent with Defendant’s objection to Plaintiffs’ Definitions and Instructions. Defendant also objects on the grounds that the Request mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions that Defendant engaged in “deletion, destruction, or relocation of those recordings or film,” which Defendant denies.

Defendant objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not otherwise formulate or compile in the ordinary course of business. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant’s possession, custody, or control, or could be more easily procured from other sources. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 31, to the extent any such documents exist, beyond those produced in response to Plaintiffs’ separate Requests for Production.

XIV. Customer Disclosures and Representations

REQUEST NO. 32: All disclosures, Health Plan information, and summary plan descriptions for Your health insurance coverage or administrative services, whether offered on a fully-insured basis or administrative services only basis, relating to: (a) Your use of any product or service provided by Zelis to price OON Services; (b) any fees charged by You to a Subscriber or Patient in exchange for setting, adjudicating, negotiating, or paying prices for OON Services that are lower than billed charges for those OON Services; and (c) for each Health Plan, including, but not limited to, any

and all PPOs offered by You, any and all U.S. states, districts, and territories where such plans were offered, along with any changes in the locations of where such offerings were made available to consumers, patients, employers, and/or subscribers during the Relevant Period.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects to this Request as irrelevant, overly broad, unduly burdensome, and not seeking information proportional to the needs of the case to the extent that it seeks "[a]ll disclosures, Health Plan information, and summary plan descriptions" that relate to pricing of OON Services. Given the vast number of services and plans Defendant offers providers and members, it would be impossible to search for every single disclosure, Health Plan information document, and summary plan description in connection with the requested subject matter. Defendant further objects to this Request as ambiguous, vague, and/or misleading to the extent that it suggests that payors "price OON Services" or "set[, adjudicat[e], negotiat[e], or pay[] prices for OON Services."

Defendant objects to this Request to the extent that it purports to require Defendant to formulate and/or compile documents or data fields in manners in which Defendant does not

otherwise formulate or compile in the ordinary course of business. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other sources. Defendant also objects to this Request on the grounds that it is compound, containing multiple discrete subparts and seeks several categories of documents in a single request, in violation of Federal Rule of Civil Procedure 34(b)(1)(A).

Subject to and consistent with foregoing objections, Defendant will conduct a good-faith, reasonable, and proportionate search of responsive documents within its possession, custody, or control that are sufficient to show agreements with customers from January 1, 2018 – present that relate to the use of products or services provided by Zelis to reimburse OON Services and produce any such non-privileged, responsive documents that it locates as a result of that search, provided that the parties meet and confer and agree on reasonable search parameters.

REQUEST NO. 33: All documents and communications regarding any reprimand, termination of employment, fine, suspension, disciplinary or other action taken by You towards any of Your Employees for violation or suspected violation of any of Your policies concerning interaction with a competitor.

RESPONSE:

Defendant incorporates its General Objections and Objections to Definitions and Instructions as if fully set forth herein. Defendant objects on the grounds that the Request purports to require information prior to January 1, 2018, which as described above in the objection to Plaintiffs' "Relevant Period," is overly broad, unduly burdensome, and seeks documents that are not proportional to the needs of the case. Defendant further objects to the extent the Request seeks documents protected from disclosure by the attorney-client privilege, work product doctrine, joint

or common interest privilege, or any other privilege, protection, or immunity and will withhold such privileged or protected documents.

Defendant objects to the Request to the extent it seeks information that is not relevant to the claims or defenses of any party to the Action. By way of example only, this Request purports to seek information regarding employees that have responsibilities that are wholly unrelated to Defendant's practices concerning interactions with competitors. Defendant further objects because the burden of retrieving documents for each employee that has responsibilities concerning interactions with competitors far exceeds their limited relevance. Defendant also objects to this Request as violating the privacy rights of third parties in pursuit of information that is of either no relevance or of marginal relevance.

Defendant objects on the grounds that the Request is overly broad, unduly burdensome, and not proportional to the needs of the case because the Request purports to require the production of "[a]ll documents and communications" for every employee that has any responsibility related to Defendant's practices concerning interactions with competitors. Defendant further objects to this Request to the extent that it seeks documents that are not in Defendant's possession, custody, or control, or could be more easily procured from other sources.

Subject to and consistent with foregoing objections, Defendant responds that it does not intend to separately search for and produce documents responsive to Request No. 33, to the extent any such documents exist, beyond those produced in response to Plaintiffs' separate Requests for Production.

Dated: June 25, 2026

Respectfully submitted,

HOGAN LOVELLS US LLP

By: /s/ Alexandra W. Bailey

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Attorneys for Elevance Health, Inc

EXHIBIT H



RE: In Re: Zelis Repricing Antitrust Litigation - Sept. 18 Status Report

From Masselink, Sandra H. <Sandra.Masselink@ropesgray.com>

Date Thu 9/17/2026 7:09 PM

To haley <haley@paulllp.com>; Jason Hartley <hartley@hartleyllp.com>; Kenneth Frost <frost@hartleyllp.com>; rick <rick@paulllp.com>; Mary Jane Fait <maryjane@paulllp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>

Cc McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; Lee, Casey <Casey.Lee@ropesgray.com>; jsimon@mcdermottlaw.com <jsimon@mcdermottlaw.com>; Emily Chen <echen@mcdermottlaw.com>; ccosillos@mcdermottlaw.com <ccosillos@mcdermottlaw.com>; SSalgado@wc.com <SSalgado@wc.com>; TRyan@wc.com <TRyan@wc.com>; bwaldin@EimerStahl.com <bwaldin@EimerStahl.com>; david.schwartz@bclplaw.com <david.schwartz@bclplaw.com>; HRichardson@gibsondunn.com <HRichardson@gibsondunn.com>; JGorman@gibsondunn.com <JGorman@gibsondunn.com>; david.maxwell@hlc.com <david.maxwell@hlc.com>; Alexandra Bailey <alexandra.bailey@hlc.com>; julie.flaming@nelsonmullins.com <julie.flaming@nelsonmullins.com>; lianna.donovan@nelsonmullins.com <lianna.donovan@nelsonmullins.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>

External (sandra.masselink@ropesgray.com)

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Counsel: Defendants are unable to agree to Plaintiffs' proposal, which is disproportionate to the needs of the case. We remain willing to consider other possible compromises that Plaintiffs may propose.

Regards,
Sandra

Sandra H. Masselink

ROPES & GRAY LLP

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pronouns: she/her/hers

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From: Haley Hawn <haley@paulllp.com>

Sent: Thursday, September 17, 2026 2:35 PM

To: Masselink, Sandra H. <Sandra.Masselink@ropesgray.com>; Jason Hartley <hartley@hartleyllp.com>; Kenneth Frost <frost@hartleyllp.com>; Rick Paul <rick@paulllp.com>; Mary Jane Fait <maryjane@paulllp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>

Cc: McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; Lee, Casey <Casey.Lee@ropesgray.com>; jsimon@mcdermottlaw.com; Emily Chen <echen@mcdermottlaw.com>; ccosillos@mcdermottlaw.com; SSalgado@wc.com; TRyan@wc.com; bwaldin@EimerStahl.com; david.schwartz@bclplaw.com; HRichardson@gibsondunn.com; JGorman@gibsondunn.com; david.maxwell@hlc.com; Alexandra Bailey <alexandra.bailey@hlc.com>; julie.flaming@nelsonmullins.com; lianna.donovan@nelsonmullins.com; EXTERNAL

RECIPIENTS - Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>

Subject: RE: In Re: Zelis Repricing Antitrust Litigation - Sept. 18 Status Report

Counsel,

Thank you for your patience. A start date of January 1, 2014 is wholly inadequate for structured data production. This case is expected to involve extensive data analysis and econometric modeling by various experts. Where a pre-period is used to benchmark such analyses, it is generally preferred to have five years of continuous data outside of the proposed damage period.

Defendants now propose to further curtail their production obligations to begin with January 2014, reducing to less than two years the pre-period production of data. This period is inadequate to perform the type of analyses and modeling called for by this case. The demand that Plaintiffs agree or Defendants will, instead, further reduce the requested production to begin January 1, 2015 is entirely unreasonable.

That said, as a further compromise, Plaintiffs are willing to agree to:

- Detailed structured claims data production and underlying databases as requested beginning with January 1, 2013, together with;
- For 2012, aggregate data sufficient to show average allowable dollar amounts used by the producing entity to pay providers for claims grouped by CPT Code, geographic region, and Provider type.

Please let us know by 6pm ET today whether Defendants agree to this compromise position.

Best,
Haley

Haley Hawn

Attorney



600 Broadway Boulevard, Suite. 600

Kansas City, Missouri 64105

(816) 984-8100 (P)

Haley@PaulLLP.com

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From: Haley Hawn

Sent: Thursday, September 17, 2026 1:12 PM

To: 'Masselink, Sandra H.' <Sandra.Masselink@ropesgray.com>; Jason Hartley <hartley@hartleyllp.com>; Kenneth Frost <frost@hartleyllp.com>; Rick Paul <rick@pauillp.com>; Mary Jane Fait <maryjane@pauillp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@pauillp.com>

Cc: McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; Lee, Casey <Casey.Lee@ropesgray.com>; jsimon@mcdermottlaw.com; Emily Chen <echen@mcdermottlaw.com>; ccosillos@mcdermottlaw.com; SSalgado@wc.com; TRyan@wc.com; bwaldin@EimerStahl.com; david.schwartz@bclplaw.com; HRichardson@gibsondunn.com; JGorman@gibsondunn.com; david.maxwell@hlc.com; Alexandra Bailey <alexandra.bailey@hlc.com>; julie.flaming@nelsonmullins.com; lianna.donovan@nelsonmullins.com; EXTERNAL

RECIPIENTS - Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>

Subject: RE: In Re: Zelis Repricing Antitrust Litigation - Sept. 18 Status Report

Sandra,

We are evaluating Defendants' proposal and will respond shortly.

Regards,
Haley

Haley Hawn

Attorney



600 Broadway Boulevard, Suite. 600
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From: Masselink, Sandra H. <Sandra.Masselink@ropesgray.com>

Sent: Wednesday, September 16, 2026 1:09 PM

To: Jason Hartley <hartley@hartleyllp.com>; Kenneth Frost <frost@hartleyllp.com>; Rick Paul <rick@pauillp.com>; Mary Jane Fait <maryjane@pauillp.com>; Haley Hawn <haley@pauillp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@pauillp.com>

Cc: McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; Lee, Casey <Casey.Lee@ropesgray.com>; jsimon@mcdermottlaw.com; Emily Chen <echen@mcdermottlaw.com>; ccosillos@mcdermottlaw.com; SSalgado@wc.com; TRyan@wc.com; bwaldin@EimerStahl.com; david.schwartz@bclplaw.com; HRichardson@gibsondunn.com; JGorman@gibsondunn.com; david.maxwell@hlc.com; Alexandra Bailey <alexandra.bailey@hlc.com>; julie.flaming@nelsonmullins.com; lianna.donovan@nelsonmullins.com; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>

Subject: In Re: Zelis Repricing Antitrust Litigation - Sept. 18 Status Report

Counsel:

We write regarding the parties' dispute over the time period for Defendants' structured claims data productions. As discussed at the September status conference, and per Dkt. No. 323, Defendants understand that the parties must submit a status report to the Court regarding this issue no later than this Friday, September 18.

In the interest of compromise, Defendants would be willing to produce structured claims data, where available, for a time period beginning January 1, 2014. Further, Defendants are willing to agree to revisit a supplemental production of structured data post-August 2025 later in the case, where available.

Please let us know by 2PM ET on Thursday, September 17, if Plaintiffs are amenable to this compromise. Absent agreement, Defendants plan to reassert their January 1, 2015 to August 31, 2025 proposed time period in Friday's status report.

Regards,

Sandra

Sandra H. Masselink

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EXHIBIT I

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August 31, 2026

VIA E-MAIL

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Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –
Plaintiffs’ Response to Cigna’s Responses and Objections to Plaintiffs’ First Set of
Requests for Production of Documents

Counsel,

Plaintiffs write regarding Defendant The Cigna Group’s (“Cigna”) Responses and Objections to Plaintiffs’ First Set of Requests for Production of Documents to Non-Zelis Defendants (“RFPs”). Given the volume of objections asserted, Plaintiffs do not address every objection individually herein. In particular, Plaintiffs do not address the Requests regarding structured data, which are the subject of separate and ongoing correspondence. Plaintiffs’ decision not to address any particular response or objection should not be construed as agreement or waiver. Plaintiffs reserve all rights.

Plaintiffs request that Cigna provide its availability for a meet and confer regarding these issues to occur by Friday, September 4, 2026.

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I. Cigna's General Objections**A. Relevant Time Period**

As set forth in the instructions, the Relevant Time Period set forth in Plaintiffs' RFPs is January 1, 2014, through the present. *See* Pls.' First Set of RFPs at Instruction No. 12. Cigna has objected to Plaintiffs' Relevant Time Period, proposing instead "January 1, 2016 to present[.]" That limitation is far too narrow. The class period as defined in the Second Amended Class Action Complaint ("SACCAC") begins on June 13, 2016 and extends through the present. Dkt. No. 273 at ¶ 374. Under Cigna's proposed Relevant Time Period, the production would capture only approximately 5 months of information before the start of the class period. This is insufficient to evaluate the claims and defenses at issue.

Plaintiffs therefore request that Cigna adopt a Relevant Period of January 1, 2014 through the present to ensure that the parties have information needed to accurately evaluate the claims and defenses.

B. Improper "Holding Company Defendant"

Cigna invokes its party status to refuse or narrow production. *See* Cigna's R&Os at 1. Whether a defendant is a proper party "is a legal conclusion" and "is not a proper ground on which to refuse discovery." *Dekalb Cnty. v. HSBC N. Am. Holdings Inc.*, No. 12-cv-03640-ELR, 2015 WL 8699229, at *8, *9 n. 11 (N.D. Ga. Nov. 16, 2015) ("the Court cannot conclude at this time that no rational trier of fact could find for Plaintiffs such that the Holding Company Defendants should be dismissed from this action."). Cigna must produce responsive documents within its possession, custody, or control, including those of its affiliates.

More specifically, Cigna objects that it is not a proper Defendant based on its assertions that it "did not enter into any relationship, agreement, or transaction with Plaintiffs or the other Defendants that form the basis of the claim asserted, and The Cigna Group did not operate or administer health plans or health claims." Cigna's R&Os at 1. Cigna's contention is inconsistent with its 2025 Annual Report. *See* The Cigna Group 2025 Annual Report, Part I, Item 1. Business, Overview, available at https://s202.q4cdn.com/757723766/files/doc_financials/2025/ar/2025-Annual-Report.pdf ("At The Cigna Group our global workforce of approximately 67,700 colleagues strives to fulfill our mission to improve the health and vitality of more than 185 million customer relationships in more than 30 markets and jurisdictions (as of December 31, 2025). We play an important role in the health care system, and the ***breadth and depth of our customer relationships - as well as our*** approximately 1.7 million ***relationships with health care providers, clinics and facilities*** - give us opportunities to drive positive change.") (emphasis added).").

In its Responses, Cigna also states that "Cigna" will be used to refer to "[t]he Cigna Group affiliates that operate health plans and administer claims for health plans." Cigna's R&Os at 1. Cigna cannot simultaneously disclaim involvement while relying on unidentified affiliates to define the scope of discovery. Please specifically identify which affiliates or entities Cigna refers to, including those it contends operated health plans or otherwise engaged in conduct relevant to Plaintiffs' claims. Please also explain Cigna's statement that "The Cigna Group did not enter into

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any relationship, agreement, or transaction with Plaintiffs or the other Defendants that form the basis of the claims asserted.” Cigna R&Os at 1.

Cigna likewise cannot withhold information regarding dental repricing based on similar assurances that it has not used Zelis to reprice dental claims. Whether, and to what extent, Cigna or its affiliates engaged in dental repricing is a factual dispute that cannot be resolved through Cigna’s unilateral characterization of its conduct. Plaintiffs are entitled to discovery concerning Cigna’s dental repricing practices, including information sufficient to evaluate that no such repricing occurred.

C. Scope of Relevant “Zelis” Entities

In its Responses and Objections, Cigna asserts that discovery regarding “Zelis” should be limited to three entities: Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC. Cigna’s R&Os at 13 (Obj. to Definition No. 36). That limitation is unreasonably narrow and would exclude relevant discovery concerning Zelis entities’ involvement in the conduct at issue. As alleged in the SACCAC and reflected in the definition section in Plaintiffs’ Requests, more than a dozen other Zelis-related legal entities have engaged in relevant conduct, but their structures and roles are relationships are not readily apparent from public information. Dkt. No. 273 at ¶ 34 (e.g., explaining that “[t]he Zelis website draws little to no distinction between [Zelis-related legal] entities.”). Limiting “Zelis” to the three named entities would obscure information that Plaintiffs are entitled to discover.¹

D. Market Definition

Cigna objects to Requests regarding the Out-Of-Network Payer Market as calling for “legal conclusions.” *See, e.g.*, Cigna’s R&Os 10 (Obj. to Definition No. 19); *id.* at 39–40 (Obj. to RFP No. 20). That Cigna contests the alleged market on the merits is not a basis to withhold discovery bearing on it.

E. Improper Alternative-Source Objection

Cigna objects to producing documents and communications regarding OON Repricing on the basis that such documents may be more easily obtained from other sources. *See, e.g.*, Cigna R&Os at 19, 32 (objecting that requested documents “could be more easily procured from other parties to the Action.”). This is not a proper basis to withhold responsive information. Plaintiffs’ claims concern a conspiracy involving the sharing of confidential information and coordinated conduct among the Defendants. Thus, Cigna’s documents have independent relevance, regardless of whether such documents may also be maintained by Zelis or another source.

¹ Cigna asserts that Plaintiffs’ definition of “Zelis” violates Local Rule 26(c)(5). Cigna R&Os at 13. This assertion is misguided. Local Rule 26(c)(5) states that a party’s full or abbreviated name includes “its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates.” The Rule permits discovery regarding a party’s related entities.

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F. Retention/Destruction and Litigation Holds

Cigna objects to producing document-retention and destruction policies and related materials (RFP No. 23), characterizing them as improper “discovery on discovery.” Cigna’s R&Os at 44–45. Retention and litigation-hold policies are discoverable as “plainly relevant” Fed. R. Civ. P. 26(b)(1) material when tied to the claims. *See, e.g., Brown v. Wal-Mart Assocs., Inc.*, 616 F. Supp. 3d 137, 145 (D. Mass. 2022). Here, retention practices are directly relevant to the coordinated conduct and information-sharing at issue in Plaintiffs’ claims.

II. Specific Objections to RFPs

- **RFP 2.** Please confirm whether Cigna’s documents produced in response to this Request (CIG_ZELIS 0000000013; CIG_ZELIS0000000014) are limited to any affiliate or entity.
- **RFP 3.** Please clarify Cigna’s relevancy objections and confirm what, if anything, Cigna intends to withhold from its production.
- **RFP 4.** Please confirm what, if anything, Cigna intends to withhold from its production.
- **RFP 5.** Please clarify Cigna’s relevancy objection and confirm what, if anything, Cigna intends to withhold from its production.
- **RFP 10.** This Request is not duplicative of Request 9 because it asks for information about the features and capabilities of Zelis’ OON Repricing Services as well as “contractual information used in the compilation, marketing, promotion, advertisement, calculation, development, application, or modification” of the services.
- **RFP 11.** Please clarify what Request(s) Cigna believes this Request is duplicative of.
- **RFP 12.** This Request is not limited to “meetings involving two or more Payers, Zelis, Availity, AHIP, and/or DeSantis Breindel.” Please confirm what Cigna intends to withhold from its production, if anything.
- **RFP 13, 22, 25–26, 29, 31–33.** Please explain the basis for your relevancy objection.
- **RFP 14, 17.** Please explain the basis for your objection that these materials “could be more easily procured from other parties to the Action[.]” including identifying which parties.
- **RFP 20.** This Request is not limited to “(i) documents regarding changes in prices for OON claims in connection with Zelis’s OON repricing negotiation services; and (ii) documents sufficient to show periodic reporting, if any, for pricing of OON Services based on services other than Zelis’s OON repricing or negotiation services.”
- **RFP 24.** This Request is not limited to “(i) documents regarding this Litigation; (ii) documents concerning Cigna’s use of Zelis’s OON repricing or negotiation services for

LAW OFFICES

August 31, 2026

Page 5

COTCHETT, PITRE & MCCARTHY, LLP

medical claims; and (iii) documents concerning any other Payers' use of Zelis's OON repricing or negotiation services."

Sincerely,

/s/ Adam J. Zapala

Adam J. Zapala

cc: zelis.joint.defense.group@ropesgray.com

Reinhardt Wendorf & Blanchfield

Attorneys at Law

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August 31, 2026

Via Email

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**Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –
Plaintiffs' Response to Humana's Responses and Objections to Plaintiffs' First
Requests for Production of Documents**

Plaintiffs write regarding Defendant Humana's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis Defendants ("RFPs"). Given the volume of objections asserted, Plaintiffs do not address every objection individually herein. In particular, Plaintiffs do not address the Requests regarding structured data, which are the subject of separate and ongoing correspondence. Plaintiffs' decision not to address any particular response or objection should not be construed as agreement or waiver. Plaintiffs reserve all rights.

Plaintiffs request that Humana provide their availability for a meet and confer regarding these issues to occur at your earliest opportunity on either September 9-11, 2026 or the week of September 14, 2026.

I. Humana's General Objections

A. Relevant Time Period

The Relevant Time Period set forth in Plaintiffs' RFPs is January 1, 2014, through the present. Humana has objected to Plaintiffs' Relevant Time Period, proposing instead January 1, 2016 to December 31, 2024, based on assertion that its commercial business "ended" at the close of 2024. This does not square with Plaintiffs' allegations that, while Humana apparently ceased issuing

August 31, 2026

Page 2

health insurance plans at the end of 2024, it continues to issue dental plans. ECF 273 at ¶39.¹ Regardless, Humana's limitation is far too narrow. The class period as defined in the Second Amended Class Action Complaint ("SACCAC") begins on June 13, 2016 and extends through the present. ECF 273 at ¶374. Under Humana's Relevant Time Period, production would capture only approximately 5 months of information before the start of the class period. This is insufficient to evaluate the claims and defenses at issue.

Plaintiffs therefore request that Humana adopt a Relevant Period of January 1, 2014 through the present to ensure that the parties have information needed to accurately evaluate the claims and defenses.

B. Scope of Relevant "Zelis" Entities

Humana asserts that discovery regarding "Zelis" should be limited to three entities: Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC. Humana R&Os at 4. That limitation is unreasonably narrow and would exclude relevant discovery concerning Zelis entities' involvement in the conduct at issue. As alleged in the SACCAC and reflected in the definition section in Plaintiffs' Requests, more than a dozen other Zelis-related legal entities have engaged in relevant conduct, yet their structures and roles are relationships are not readily apparent from public information. ECF 273 at ¶34. Limiting "Zelis" to the three named entities would permit Defendants to obscure information Plaintiffs are entitled to discover.

C. Market Definition

Humana objects to Requests regarding the Out-Of-Network Payer Market as "disputed" or a "legal conclusion." *See, e.g.*, Humana's Response to RFP 21. That Humana contests the alleged market on the merits is not a basis to withhold discovery bearing on it.

II. Specific Objections to RFPs

- **RFP 1.** Please clarify what is meant by your statement that Humana will limit production to "entities directly involved in the purchase or use of Zelis' OON Repricing Services during the Relevant Period[,]" including identifying such entities.
- **RFP 3.** This Request is not limited to publicly available SEC filings.
- **RFP 4, 26.** Please explain the basis for the relevancy objection.
- **RFP 9.** This Request is not limited to "Zelis' OON Repricing Services." It also includes Pricing of OON Services.
- **RFP 11.** This Request is not duplicative of Requests for structured data—it seeks documents and communications regarding claim files.
- **RFP 12.** This Request is not limited to "any meeting concerning Zelis' OON Repricing of claims between Zelia and DeSantis Breindel, Defendants, Availity, or AHIP."
- **RFP 15.** This Request is not limited to "information provided by Humana or Zelis or by Zelis to Humana concerning claims or payment."

¹ To the extent Humana attempts to rely on the date it purportedly began "planning" its exit from commercial insurance to justify an earlier cutoff, the Court rejected that argument as a premature factual dispute in denying Humana's motion to dismiss. ECF 185 at n.20.

August 31, 2026

Page 3

- **RFP 17.** This Request is not limited to final agreements or statements of work.
- **RFP 19.** Explain the basis for excluding any documents related to Providers that contracted to go in-network.
- **RFP 20.** Humana states it will interpret this Request as seeking "documents concerning Pricing for OON Services by Defendants other than Humana." This Request includes Humana.
- **RFP 22.** Please explain the basis for the objection that this is an "improper clone or piggy-back discovery."
- **RFP 27.** Please confirm that information produced regarding "Humana's management" of costs paid to Zelis will include amounts charged to Subscribers, efforts to reduce amounts owed to Zelis, and access to any other Payors' claim information.
- **RFP 28.** This Request is not limited to documents concerning "actual competition between Humana and Zelis." Please also explain the basis for your objection that "preferred provider organizations do not compete with one another."
- **RFP 29.** This Request is not limited to "other Defendants' use, consideration, or analysis of Zelis' OON Repricing Services."
- **RFP 30.** This Request is not limited to Defendant Payers.
- **RFP 31.** Please explain what other Request(s) Humana believes are duplicative.
- **RFP 32.** This Request is not limited to plan information where Zelis is specifically identified in the applicable plan documents.

We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Roberta A. Yard". The signature is written in a cursive, flowing style.

Roberta A. Yard



Haley Hawn
Attorney

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August 31, 2026

Via Email

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**Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –
Plaintiffs' Response to Zelis' Responses and Objections to Plaintiffs' First Requests for
Production of Documents**

Plaintiffs write regarding Defendant Zelis' Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents ("RFPs"). Given the volume of objections asserted, Plaintiffs do not address every objection individually herein. In particular, Plaintiffs do not address their Requests regarding structured data, which are the subject of separate and ongoing correspondence. Plaintiffs' decision not to address any particular response or objection should not be construed as agreement or waiver. Plaintiffs reserve all rights.

Plaintiffs request that Defendants provide their availability for a meet-and-confer regarding these issues to occur by **Friday, September 4**.

I. Zelis' General Objections

A. Relevant Time Period

The Relevant Time Period set forth in Plaintiffs' RFPs is January 1, 2014, through the present. Zelis has objected to Plaintiffs' Relevant Time Period, proposing instead January 1, 2016 to present. Zelis R&Os at 14. That limitation is too narrow. The class period as defined in the Second Amended and Consolidated Class Action Complaint ("SACCAC") begins on June 13, 2016 and extends through the present. ECF 273 at ¶1374. Under Zelis' Relevant Time Period, production would capture only approximately 5 months of information before the start of the class period. This is insufficient to evaluate the claims and defenses at issue. Plaintiffs request that Zelis adopt a Relevant Period of January 1, 2014 through the present to ensure that the parties have information needed to accurately evaluate the claims and defenses.

B. Scope of Relevant "Zelis" Entities

Zelis asserts that discovery regarding "Zelis" should be limited to three entities: Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC. That limitation is overly narrow and would exclude relevant discovery concerning Zelis entities' involvement in the conduct at issue. As alleged in the SACCAC and reflected in the definition section in Plaintiffs' Requests, more than a dozen other Zelis-related legal entities have engaged in relevant conduct, yet their structures, roles, and relationships are not readily apparent from



August 31, 2026
Page 2

public information. ECF 273 at ¶134. Limiting "Zelis" to the three named entities would permit Zelis to use corporate formalities to obscure information Plaintiffs are entitled to discover.¹

C. Improper Alternative-Source Objection

Zelis objects to producing documents and communications on the basis that such information may be more easily obtained from other sources. Zelis R&Os at 6. This is not a proper basis to withhold responsive information. Plaintiffs' claims concern a conspiracy involving the sharing of confidential information and coordinated conduct among the Defendants. Thus, documents that a Non-Zelis Defendant or Third Party possesses or controls have independent relevance, regardless of whether such documents may also be maintained by Zelis or another source.

D. Market Definition

Zelis objects to Requests regarding the Out-Of-Network Payer Market as "disputed" or a "legal conclusion." Zelis R&Os at 10-11. That Zelis contests the alleged market on the merits is not a basis to withhold discovery bearing on it.

E. Retention/Destruction and Litigation Holds

Zelis objects to producing document-retention and destruction policies and related materials (RFP 30), characterizing them as improper "discovery on discovery." Retention and litigation-hold policies are discoverable as "plainly relevant" Fed. R. Civ. P. 26(b)(1) material when tied to the claims. *See, e.g., Brown v. Wal-Mart Assocs., Inc.*, 616 F. Supp. 3d 137 (D. Mass. 2022). Here, retention practices are directly relevant to the coordinated conduct and information-sharing at issue in Plaintiffs' claims.

II. Specific Objections to RFPs

- **RFP 1-8, 12-13, 15-22, 26, 29-33.** Please explain the basis for your relevancy objection.
- **RFP 18.** This Request is not limited to "a report dated May 2022, prepared by Aite-Novarica, entitled, "Payment Harmonization Index."
- **RFP 23.** This Request is not limited to "final and/or executed agreements (including Statements of Work, amendments, attachments, exhibits, and side letters) between Zelis and any Payer Defendant related to Zelis's out-of-network repricing services."
- **RFP 25.** This Request is not duplicative of Request 22 because it seeks documents and communications regarding "any Provider suggesting indicating or communicating a decision to no longer agree to treat

¹ Zelis' assertion that Plaintiffs' definition of "Zelis" violates Local Rule 26(c)(5) is misguided. Local Rule 26(c)(5) states that a party's full or abbreviated name refers to "its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates." The Rule permits discovery regarding a parties' related entities.



August 31, 2026
Page 3

Patients on an OON basis or no longer to agree to accept Patients' OON insurance benefits (or the threat or possibility thereof)."

- **RFP 27.** Please explain the basis for your statement that Zelis "is not presently aware of any PPOs acquired by Zelis making any payments to OON Providers."

Sincerely,

Haley Dawn



FATIMA BRIZUELA

NEW YORK

+ **CONFIDENTIAL** +

+ **Via Email** +

August 31, 2026

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Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –
Plaintiffs’ Response to Elevance’s Responses and Objections to Plaintiffs’ First Set of Requests
for Production of Documents to Non-Zelis Defendants

Counsel:

Plaintiffs write regarding Defendant Elevance’s Responses and Objections to Plaintiffs’ First Set of Requests for Production of Documents to Non-Zelis Defendants (“RFPs”). Given the volume of objections asserted, Plaintiffs do not address every objection individually herein. In particular, Plaintiffs do not address the Requests regarding structured data, which are the subject of separate and ongoing correspondence. Plaintiffs’ decision not to address any particular response or objection should not be construed as agreement or waiver. Plaintiffs reserve all rights.

Plaintiffs request that Elevance provide its availability for a meet and confer regarding these issues to occur on **September 8 or 9, 2026**.

Brad Barringer
August 31, 2026
Page 2

I. Elevance's General Objections

A. Relevant Time Period

The Relevant Time Period set forth in Plaintiffs' RFPs is January 1, 2014, through the present. Elevance has objected to Plaintiffs' Relevant Time Period, proposing instead January 1, 2018 through the present. Elevance R&Os at 15-16. That limitation is far too narrow—and the most limited of any Defendant. The class period as defined in the Second Amended Consolidated Class Action Complaint ("SACCAC") begins on June 13, 2016 and extends through the present. ECF 273 at ¶374. Under Elevance's Relevant Time Period, production would capture only approximately 5 months of information before the start of the class period. This is insufficient to evaluate the claims and defenses at issue. Plaintiffs therefore request that Elevance adopt a Relevant Period of January 1, 2014, through the present to ensure that the parties have information needed to accurately evaluate the claims and defenses.

B. Market Definition

Elevance objects to Requests regarding the Out-Of-Network Payer Market on the grounds that the term "mischaracterizes facts, assumes facts not in evidence, or states or assumes legal conclusions to the extent this term asserts the existence of a cognizable antitrust market." *See, e.g.*, Elevance R&Os at 50. That Elevance contests the alleged market on the merits is not a basis to withhold discovery bearing on it.

C. Improper Alternative-Source Objection

Elevance objects to producing documents and communications regarding OON Repricing on the basis that such documents may be more easily obtained from other sources. *See, e.g.*, Elevance R&Os at 39 (objecting that requested documents "could be more easily procured from other sources."). This is not a proper basis to withhold responsive information. Plaintiffs' claims concern a conspiracy involving the sharing of confidential information and coordinated conduct among the Defendants. Thus, documents that a Non-Zelis Defendant possesses or controls have independent relevance, regardless of whether such documents may also be maintained by Zelis or another source. Please identify the "other sources" Elevance refers to with specificity.

D. Retention/Destruction and Litigation Holds

Elevance objects to producing document-retention and destruction policies and related materials (RFP 23), characterizing them as improper "discovery on discovery." Retention and litigation-hold policies are discoverable as "plainly relevant" Fed. R. Civ. P. 26(b)(1) material when tied to the claims. *See, e.g., Brown v. Wal-Mart Assocs., Inc.*, 616 F. Supp. 3d 137, 144-45 (D. Mass. 2022). Here, retention practices are directly relevant to the coordinated conduct and information-sharing at issue in Plaintiffs' claims.

Brad Barringer
August 31, 2026
Page 3

II. Specific Objections to RFPs

- **RFP 1.** Please explain the basis for your relevancy objection.
- **RFP 2-4.** Please explain the relevancy objection and what documents Elevance intends to withhold, if any.
- **RFP 5-7, 10-18, 20, 22, 24-25, 27-29, 31-32.** Please explain the basis for your objection that the information “could be more easily procured from other sources[,]” including identifying what sources.
- **RFP 13.** This Request is not limited to “a report dated May 2022, prepared by Aite-Novarica, entitled, ‘Payment Harmonization Index.’”
- **RFP 26.** This Request is not duplicative of Requests 8 and 11 because it seeks transaction-level information and communications regarding the processing of OON claims, including why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.

Sincerely,
SCOTT+SCOTT ATTORNEYS AT LAW LLP



Fatima Brizuela



August 31, 2026

CONFIDENTIAL

Via Email

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Re: ***In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass)**
Response to United's Responses and Objections to Plaintiffs' First Requests
for Production of Documents

Counsel:

Plaintiffs write regarding the Defendant UnitedHealth Group, Inc.'s ("United") Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis

Page 2
August 31, 2026

Defendants (“RFPs”). Given the volume of objections asserted, Plaintiffs do not address every objection individually herein. In particular, Plaintiffs do not address the Requests regarding structured data, which are the subject of separate and ongoing correspondence. Plaintiffs’ decision not to address any particular response or objection should not be construed as agreement or waiver. Plaintiffs reserve all rights.

Plaintiffs request that United provide its availability for a meet and confer regarding these issues to occur on **September 8 or 9, 2026**.

I. United's General Objections

A. Relevant Time Period

The Relevant Time Period set forth in Plaintiffs’ RFPs is January 1, 2014, through the present. United objects to Plaintiffs’ Relevant Time Period and proposes January 1, 2016, through the present. That limitation is far too narrow. The class period as defined in the Second Amended Class Action Complaint (“SACCAC”) begins on June 13, 2016, and extends through the present. ECF 273 at ¶374. Under Defendants’ Relevant Time Period, production would capture only approximately 5 months of information before the start of the class period. This is insufficient to evaluate the claims and defenses at issue. The Court’s Preservation Order likewise establishes January 1, 2014, through the present as the relevant preservation period. ECF No. 255 ¶ 1(a). This confirms that Plaintiffs’ proposed period is reasonable. Plaintiffs therefore request that United adopt a Relevant Period of January 1, 2014, through the present to ensure that the parties have information needed to accurately evaluate the claims and defenses.

B. Improper “Holding Company Defendant”

United invokes its party status to refuse or narrow production. Whether a defendant is a proper party “is a legal conclusion” and “not a proper ground on which to refuse discovery.” *See Dekalb Cnty. v. HSBC N. Am. Holdings Inc.*, 2015 WL 8699229 (N.D. Ga. Nov. 16, 2015) (“the Court cannot conclude at this time that no rational trier of fact could find for Plaintiffs such that the Holding Company Defendants should be dismissed from this action.”). United must produce responsive documents within its possession, custody, or control, including those of its affiliates.

United’s assertion that it will not produce information from individuals or entities other than UMR because it characterizes itself as a “holding-company defendant” is improper. United is a named Defendant and cannot unilaterally narrow the scope of discovery based on self-assurances about its corporate role. Plaintiffs’ Requests directed to United concern its knowledge of, role in, and participation in the alleged conduct. Information maintained by United or any of its affiliates, custodians, or business units is responsive and should be produced. Indeed, United itself acknowledges that UMR (and previously HealthSCOPE Benefits, Inc.) use Zelis out-of-network repricing tools (United R&Os at 2-3), indicating United possesses relevant information. United must therefore search for and produce responsive materials in its possession, custody, or control. That obligation includes responsive materials maintained by UMR, HealthSCOPE, shared corporate functions, affiliates, or vendors to the extent United has access to, a right to obtain, or

Page 3
August 31, 2026

the practical ability to obtain those materials. *See Linhares v. Woods Hole*, Civil Action No. 1:20-cv-12035-IT, 2022 U.S. Dist. LEXIS 226623, at *13-14 (D. Mass. Dec. 16, 2022) (requiring production of vendor-held records where the party had the practical ability to obtain them).

Scope of Relevant “Zelis” Entities, United, Payer, and Subscriber

United asserts that discovery regarding “Zelis” should be limited to three entities: Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC. United R&Os at 9. That limitation is unreasonably narrow and would exclude relevant discovery concerning Zelis entities’ involvement in the conduct at issue. As alleged in the SACCAC and reflected in the definition section in Plaintiffs’ Requests, more than a dozen other Zelis-related legal entities have engaged in relevant conduct, yet their structures and roles and relationships are not readily apparent from public information. ECF 273 at ¶34. Limiting “Zelis” to the three named entities would obscure information Plaintiffs are entitled to discover.

Similarly, United should not rewrite defined terms to impose an across-the-board UMR-only limitation. The definitions of “Payer” and “Subscriber” identify concepts relevant to the alleged information sharing and repricing arrangements. They do not require United to produce documents outside its possession, custody, or control.

C. Market Definition

United objects to Requests regarding the Out-Of-Network Payer Market as “disputed” or a “legal conclusion.” *See* United R&Os at 8. That United contests the alleged market on the merits is not a basis to withhold discovery bearing on it.

D. Improper Alternative-Source Objection

United objects to producing documents and communications regarding OON Repricing on the basis that such documents may be more easily obtained from other sources, including Zelis. *See, e.g.,* United R&Os at 22 (objecting that requested documents “are more appropriately sought from Zelis.”). This is not a proper basis to withhold responsive information. Plaintiffs’ claims concern a conspiracy involving the sharing of confidential information and coordinated conduct among the Defendants. Thus, documents United possesses or controls have independent relevance, regardless of whether Zelis or another source also maintains them. United should produce responsive materials within its possession, custody, or control and address duplication through the search and production process rather than a categorical refusal.

II. Specific Objections to RFPs

- **RFP 3, 4.** Please explain the basis for the relevancy objection.
- **RFP 11.** This Request is not duplicative of Requests 7 and 8 regarding structured data because it seeks documents and communications regarding insurance claims files.
- **RFP 16.** United should include production as to Chelsea Foot and Ankle P.C.

Page 4
August 31, 2026

- **RFP 17. United’s promised production of final or executed agreements is too narrow.** This Request is not limited to “(i) final and/or executed Agreements (including Statements of Work, amendments, attachments, exhibits, side letters) between Zelis and United in connection with out-of-network repricing and (ii) any agreements between United and Payers concerning Zelis, including draft agreement,” and United should include these categories in the searches.
- **RFP 25.** Please explain the basis of your relevancy objection. Plaintiffs seek at minimum documents showing whether and how United, UMR, or HealthSCOPE used, transmitted, compared, or considered Transparency in Coverage data in OON repricing, benchmarking, or disclosures to Zelis or other payers. United’s statement that UMR does not independently report TIC data does not address whether another United entity reports, receives, uses, or shares the data, or whether the data informed the challenged conduct.
- **RFP 26.** This Request is not duplicative of those regarding structured data because it seeks documents and communications related to transactional information, including why or whether a Payer paid a claim or service line differently from the amount billed by the Provider.
- **RFP 27.** Please explain the basis for your objection that “access to any Payor’s claim information that is not yours” is not relevant to “the claims and issues of any party.”
- **RFP 28.** United states that no responsive documents exist. Please confirm that representation after United implements the agreed search methodology and identify the custodial and non-custodial sources searched for that category.
- **RFP 30.** This Request is not duplicative of Request 29 because it concerns information regarding setting the amounts for pricing of OON Services.
- **RFP 31.** This Request is not duplicative of Requests 12 and 17 because, among other reasons, it seeks marketing materials for each OON Repricing Service and the data sources Zelis uses for its OON Repricing Services.

Regards,



Timothy Z. LaComb

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August 31, 2026

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**Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –
Plaintiffs’ Response to Aetna’s Responses and Objections to Plaintiffs’ First
Requests for Production of Documents**

Plaintiffs write regarding Defendant Aetna, Inc.’s (“Aetna”) Responses and Objections to Plaintiffs’ First Set of Requests for Production of Documents to Non-Zelis Defendants (“RFPs”). Given the volume of objections asserted, Plaintiffs do not address every objection individually herein. In particular, Plaintiffs do not address the Requests regarding structured data, which are the subject of separate and ongoing correspondence. Plaintiffs’ decision not to address any particular response or objection should not be construed as agreement or waiver. Plaintiffs reserve all rights.

Plaintiffs request that Defendants provide their availability for a meet and confer regarding these issues to occur on or before September 11, 2026.

I. Aetna’s General Objections

A. Relevant Time Period

The Relevant Time Period set forth in Plaintiffs’ RFPs is January 1, 2014, through the present. Aetna has objected to Plaintiffs’ Relevant Time Period, proposing instead January 1, 2016, to the present. Aetna R&Os at 11-12. That limitation is far too narrow. The class period as defined in the Second Amended Class Action Complaint (“SACCAC”) begins on June 13, 2016, and extends through the present. ECF 273 at ¶ 374. Under Aetna’s Relevant Time Period, production would capture only approximately 5 months of information before the start of the class period. This is insufficient to evaluate the claims and defenses at issue. Plaintiffs therefore request that

Page 2
August 31, 2026

Aetna adopt a Relevant Period of January 1, 2014, through the present to ensure that the parties have information needed to accurately evaluate the claims and defenses.

B. Improper “Holding Company Defendant”

Aetna invokes its party status to refuse or narrow production. Whether a defendant is a proper party “is a legal conclusion” and “not a proper ground on which to refuse discovery.” *See Dekalb Cnty. v. HSBC N. Am. Holdings Inc.*, 2015 WL 8699229 (N.D. Ga. Nov. 16, 2015) (“[T]he Court cannot conclude at this time that no rational trier of fact could find for Plaintiffs such that the Holding Company Defendants should be dismissed from this action.”). Aetna must produce responsive documents within its possession, custody, or control, including those of its affiliates.

Aetna likewise cannot avoid its discovery obligations based on its assurances that “Aetna, Inc.” has not used and has not entered into any agreement regarding the use of ERS or RBP. As Aetna is aware, and as Plaintiffs’ have repeatedly emphasized, Plaintiffs’ claims are not limited to the use of ERS and RBP; they concern conduct related the sharing of confidential, proprietary claims information as it related to OON repricing and Defendants’ knowledge of, role in, and participation in that conduct. Indeed, Aetna concedes that its subsidiary Third-Party Administrator Meritain Health, Inc. uses Zelis to reprice OON claims. Aetna cannot narrow discovery based on its own self-serving characterization of Plaintiffs’ allegations.

C. Market Definition

Aetna objects to Requests regarding the OON Payer Market as “disputed” or a “legal conclusion.” Aetna R&Os at 30-31. That Aetna contests the alleged market on the merits is not a basis to withhold discovery bearing on it.

D. Retention/Destruction and Litigation Holds

Aetna objects to producing document-retention and destruction policies and related materials (RFP 23), characterizing them as improper “discovery on discovery.” Retention and litigation-hold policies are discoverable as “plainly relevant” Fed. R. Civ. P. 26(b)(1) material when tied to the claims. *See, e.g., Brown v. Wal-Mart Assocs., Inc.*, 616 F. Supp. 3d 137 (D. Mass. 2022). Here, retention practices are directly relevant to the coordinated conduct and information-sharing at issue in Plaintiffs’ claims.

II. Specific Objections to RFPs

- **RFP 2:** Please confirm whether Aetna’s documents produced in response to this Request (AETNAZS 0000000001; AETNAZS0000000003) are limited to Meritain or any other entity.
- **RFP 3:** This Request is not limited to publicly available financial statements. Please confirm what Aetna intends to withhold from its production, if anything.
- **RFP 12:** This Request is not limited to documents concerning Zelis’ annual conference. Please clarify what Aetna intends to withhold from its production, if anything.

Page 3

August 31, 2026

- **RFP 15:** Please clarify what Request(s) Aetna believes this Request is duplicative of.
- **RFP 16:** This Request is not duplicative of Plaintiffs' Requests for structured data because it concerns communications.
- **RFP 17:** This Request is not limited to "final and/or executed contracts, statements of work, amendments, attachments, and exhibits in effect between Aetna and Zelis during the relevant time period." Please confirm what Aetna intends to withhold from its production, if anything.
- **RFP 22, 25:** Please confirm what, if anything, Aetna intends to withhold from its production.
- **RFP 27:** This Request is not limited to documents showing "Aetna does not use Zelis' ERS or RBP." Clarify what Aetna intends to withhold from its production, if anything.

Sincerely,

GUSTAFSON GLUEK PLLC

A handwritten signature in black ink, appearing to read "Joe E. Nelson", written in a cursive style.

Joe E. Nelson

JEN

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: All Associated Cases	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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**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION TO COMPEL
DISCOVERY FROM DEFENDANTS**

This matter comes before this court on Plaintiffs Motion to Compel proper discovery responses and productions from Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LL (together, “Zelis”), Aetna, Inc , (herein, “Aetna”), The Cigna Group (herein, “Cigna”), Elevance Health, Inc., formerly Anthem, Inc., (herein, “Elevance”), Humana Inc. (“Humana”), and UnitedHealth Group, Inc. (herein, “United”), regarding the time period for Defendants’ production of structured data.

Being fully advised, the Court grants Plaintiffs’ Motion and orders that Defendants produce structured claims data and underlying databases for the period beginning January 1, 2013 through the present, together with aggregate data for 2012 sufficient to show average allowable dollar amounts used by the producing entity to pay providers for claims grouped by CPT code, geographic region, and provider type.

IT IS SO ORDERED.

DATED: _____

Hon. Brian E. Murphy
Judge of the U.S. District Court