

**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>
All Associated Cases	<i>1:25-CV-11092-BEM</i>
	<i>1:25-CV-11167-BEM</i>
	<i>1:25-CV-11537-BEM</i>

JOINT STATUS REPORT

Pursuant to the Court's order during the May 19, 2026 scheduling conference, *see* Dkt. No. 221, Counsel for the parties respectfully submit this Joint Status Report in advance of the Case Management Conference scheduled for July 8, 2026.

I. STATUS OF DISCOVERY

Since the May 19, 2026 Scheduling Conference, in accordance with the Court's Scheduling Order, *see* Dkt. No. 222, the parties served initial sets of requests for production of documents, as well as their respective responses and objections thereto. The parties also produced organizational charts, disclosed their lists of proposed document custodians and custodial and non-custodial data sources, and exchanged initial proposed search terms.

II. STIPULATIONS AND DISPUTES REGARDING DISCOVERY ORDERS

Since the May 19, 2026 Scheduling Conference, the parties have also continued to negotiate certain stipulations and proposed orders governing discovery matters in this case. The parties have reached agreement on three stipulated orders for the Court's consideration: (1) the HIPAA-Qualified Protective Order, attached hereto as Exhibit A; (2) the Stipulated Order Regarding Expert Discovery, attached hereto as Exhibit B; and (3) the Stipulated Preservation Order, attached hereto as Exhibit C. The parties have also submitted to the Court three joint

statements and competing proposed discovery protocols that present disputed issues requiring the Court's resolution: (1) the Protocol Governing Production of Responsive Information Using Technology Assisted Review ("TAR") (the "TAR Protocol"), Dkt. No. 239; (2) the Order Regarding Deposition Protocol (the "Deposition Protocol"), Dkt. No. 240; and (3) the Order Regarding Production of Electronically Stored Information and Paper Documents (the "ESI Protocol"), Dkt. No. 244.

A. TAR Protocol

On June 26, 2026, in accordance with the Court's Scheduling Order, *see* Dkt. No. 222, the parties submitted to the Court a joint statement and competing TAR Protocols. While the parties were able to reach agreement on several provisions of the proposed TAR Protocol, they request that the Court consider and resolve three remaining disputes concerning (1) the use of TAR 1.0, (2) search terms validation, and (3) TAR validation methodology. The parties' positions are included in their Joint Statement regarding the TAR Protocol, Dkt. No. 239, which attaches the parties' respective proposed protocols.

B. Deposition Protocol

On June 30, 2026, in accordance with the Court's Scheduling Order, *see* Dkt. No. 222, the parties submitted to the Court a joint statement and competing Deposition Protocols. These competing proposals present a single disputed issue for the Court's resolution: the limits on the number of Defendant depositions. The parties' positions are included in their Joint Statement regarding the Deposition Protocol, Dkt. No. 240, which attaches the parties' respective proposed protocols.

C. ESI Protocol

On July 6, 2026, the parties submitted to the Court a joint statement and competing ESI Protocols, which present a single disputed issue for the Court's resolution: the timing and frequency of privilege logs. The parties' positions on this issue are included in their Joint Statement regarding the ESI Protocol, Dkt. No. 244, which attaches the parties' respective proposed protocols.

D. Data Fields

Plaintiffs' Statement: While the deadline to produce data fields is the same as this Joint Statement, Plaintiffs raise the possibility that this issue will surface at the July 8, 2026 Status Conference. Humana produced data fields in advance of the deadline, but produced only a list of the data fields that it decided was relevant to the litigation. The Court's Scheduling Order (ECF 221) requires the "*parties to disclose data fields, along with their respective location, meaning, relationship and any other data that can assist in determining their significance or pertinence.*" Plaintiffs interpret this Order to mean all data fields should be disclosed and intend to disclose all of their data fields to Defendants. Plaintiffs understand the purpose of the requirement for disclosure of data fields is so that the Receiving Party can "determine their significance" enough to decide what to request in discovery. Plaintiffs and Humana have exchanged several emails on this issue since June 22, 2026 but there has been no resolution. It may be helpful to have clarity from the Court as to the intended scope of its Order if less than all Defendants' data fields are produced in accordance with the Order, which Plaintiffs will know by the time of the July 8, 2026 Conference.

Defendants' Statement: Plaintiffs' position regarding the parties' data field production is premature and misguided. It is premature, because Plaintiffs have not received all of the

Defendants’ data fields (as Plaintiffs acknowledge, these productions are not due until today). Nor have they met and conferred with Defendants regarding this topic; Plaintiffs raised it for the first time in a draft position statement sent to Defendants on the evening of Sunday, July 5. The issue is therefore not ripe for this Court’s consideration. As set forth in the Court’s scheduling order, the parties will produce these fields today and, consistent with the discovery process, the parties can meet and confer regarding issues related to scope or relevance once these productions have been reviewed—raising for the Court’s attention only issues the parties are unable to resolve.

Plaintiffs’ position also wrongly suggests that proportionality and relevance can be disregarded. Specifically, Plaintiffs suggest that producing only relevant and proportional data fields is improper. But that is contrary to the basic rules governing discovery. Rule 26(b) states that Plaintiffs are only entitled to discovery “that is relevant to any party’s claim or defense and proportional to the needs of the case.” Fed. R. Civ. P. 26(b). Plaintiffs try to stretch the Court’s requirement for the production of data fields beyond this scope, claiming without basis that the Court’s order to “disclose data fields....” means that *all* data fields should be disclosed, even those not reasonably accessible in Defendants’ possession, custody, or control in the normal course of business, or even those that do not contain information relevant and proportional to this case. That elevates form over function, and is certain to result in discovery disputes that slow the pace of this case, contrary to the Court’s guidance. For those reasons, consistent with Rule 26, Defendants have produced or intend to produce data dictionaries and/or related explanatory material; data samples; and/or data layouts that reflect fields relevant to the issues of the case and that are in Defendants’ reasonably accessible possession, custody, or control in the normal course of business. These fields are voluminous and more than sufficient to explain the lifecycle of a given claim. If Plaintiffs believe that a relevant aspect of a claim is not covered by these fields, the

parties can meet and confer about that, and in some cases already have begun that process. Plaintiffs' attempt to transform this proportionate production of data into an unlimited and unnecessary inquiry into irrelevant and inaccessible data fields is therefore improper.

While Plaintiffs reference Humana, that example underscores both how unreasonable Plaintiffs' requests are and how unripe this dispute is. By way of background, Humana provided Plaintiffs a lengthy data dictionary on June 22, ahead of the Court's July 6 deadline, because Plaintiffs insisted they could not formulate a substantive data request without this information. Humana separately objected that Plaintiffs' related request for documents showing "all data fields" was overbroad and unduly burdensome. Plaintiffs and Humana were actively discussing this issue over email when, without consulting Humana or waiting for its response, Plaintiffs prematurely raised it in a draft joint status report on Sunday, less than 24 hours before that report was due. Because Plaintiffs have not identified any deficiency in Humana's data fields, and because the Parties have yet to reach impasse on this issue, there is nothing present for the Court to resolve.

III. AMENDED COMPLAINT

Plaintiffs provided Defendants with notice of their intent to seek leave to further amend the complaint on June 23, 2026. On June 24, Defendants requested that Plaintiffs share their draft amended complaint or specify in writing the reasons why Plaintiffs will seek to further amend their complaint and the nature of those amendments, including whether Plaintiffs will seek to add new parties to this case. Defendants reiterated that request on June 25. On July 2, Plaintiffs provided Defendants with a draft Second Amended Class Action Complaint, redlined against the Amended Complaint, and provided another version with certain additional edits on July 5. Plaintiffs explained they intended to add parties, among other changes, and requested Defendants' position whether they would oppose the motion. On July 5, Defendants advised they were considering the

proposed amendments and had not yet had an appropriate opportunity to determine their respective positions on Plaintiffs' motion.

Dated: July 6, 2026

Respectfully submitted,

Co-Lead Counsel for Plaintiffs and the Putative Class

/s/ Jason S. Hartley

Richard M. Paul III, *pro hac vice*

Mary Jane Fait, *pro hac vice*

Haley Hawn, *pro hac vice*

PAUL LLP

600 Broadway Boulevard, Suite 600

Kansas City, Missouri 64105

Telephone: (816) 984-8100

Rick@PaulLLP.com

MaryJane@PaulLLP.com

Haley@PaulLLP.com

Jason S. Hartley, *pro hac vice*

Jason M. Lindner, *pro hac vice*

Maureen Forsyth, (MA Bar No. 642390)

Kenneth Frost, *pro hac vice*

HARTLEY LLP

101 W. Broadway, Ste 820

San Diego, CA 92101

Telephone: (619) 400-5822

hartley@hartleyllp.com

lindner@hartleyllp.com

forsyth@hartleyllp.com

frost@hartleyllp.com

Amanda F. Lawrence

**SCOTT+SCOTT ATTORNEYS AT LAW
LLP**

156 South Main Street

P.O. Box 192

Colchester, CT 06415

Telephone: (860) 531-2606

alawrence@scott-scott.com

Katrina Carroll

Kyle A. Shamberg

CARROLL SHAMBERG LLC

111 W. Washington Street

Suite 1240

Chicago, IL 60602

Telephone: 872-215-6205

katrina@csclassactions.com

kyle@csclassactions.com

Patrick Coughlin, *pro hac forthcoming*

Fatima Brizuela, *pro hac forthcoming*

**SCOTT+SCOTT ATTORNEYS AT LAW
LLP**

600 West Broadway, Suite 3300

San Diego, CA 92101

Telephone: (619) 798-5308

pcoughlin@scott-scott.com

fbrizuela@scott-scott.com

Adam J. Zapala (245748)

Elizabeth T. Castillo (280502)

Christian S. Ruano (352012)

COTCHETT, PITRE

& McCARTHY, LLP

840 Malcolm Road

Burlingame, CA 94010

Telephone: (650) 697-6000

Fax: (650) 697-0577

azapala@cpmlegal.com

ecastillo@cpmlegal.com

John Landay, *pro hac vice forthcoming*

LANDAY ROBERTS LLP

600 West Broadway, Suite 700

San Diego, California 92101

David M. Cialkowski, *pro hac vice*

Telephone: (619) 648-4811
jlanday@landayroberts.com

Daniel J. Mogin, *pro hac vice forthcoming*
MOGIN LAW LLP
4225 Executive Square, Suite 600
La Jolla, CA 92037
Telephone: (619) 687-6611
dmogin@moginlawllp.com

Daniel R. Karon, *pro hac vice forthcoming*
KARON LLC
631 W. St. Clair Ave.
Cleveland, OH 44113
Telephone: (216) 622-1851
dkaron@karonllc.com

C. Andrew Dirksen (BBO# 568773)
CERA LLP
529 Main St. Suite P200
Boston, MA 02129
cdirksen@cerallp.com

Ian F. McFarland, *pro hac vice*
ZIMMERMAN REED LLP
1100 IDS Center
80 S. 8th St.
Minneapolis, MN 55402
(612) 341-0400
david.cialkowski@zimmreed.com
ian.mcfarland@zimmreed.com

Garrett D. Blanchfield
Brant D. Penney
Roberta A. Yard
**REINHARDT WENDORF &
BLANCHFIELD**
80 South 8th Street, Suite 900
Minneapolis, MN 55402
Telephone: (651) 287-2100
g.blanchfield@rwblawfirm.com
b.penney@rwblawfirm.com
r.yard@rwblawfirm.com

* * *

/s/ Matthew L. McGinnis
Matthew L. McGinnis (BBO# 666120)
Jane E. Willis (BBO# 568024)
Sandra H. Masselink (BBO# 696687)
ROPES & GRAY LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
(617) 951-7000
Jane.Willis@ropesgray.com
Matthew.McGinnis@ropesgray.com
Sandra.Masselink@ropesgray.com

Casey Kyung-Se Lee, *pro hac vice*
ROPES & GRAY LLP
1211 Avenue of the Americas
New York, NY 10036
(212) 596-9000
Casey.Lee@ropesgray.com

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

George Borden
Katherine Anne Trefz (*pro hac vice*)
Jonathan Pitt (*pro hac vice*)
Thomas W. Ryan (*pro hac vice*)
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
Telephone: 202-403-5038
gborden@wc.com
ktrefz@wc.com
jpitt@wc.com
tryan@wc.com

Attorneys for Defendant Aetna, Inc.

Brett Boskiewicz (BBO #656545)
McDERMOTT WILL & SCHULTE LLP
200 Clarendon Street
Boston, MA 02116
Telephone: (617) 535-4000
Facsimile: (617) 535-3800
bboskiewicz@mcdermottlaw.com

Joshua B. Simon (*pro hac vice*)
Warren Haskell (*pro hac vice*)
Emily T. Chen (*pro hac vice*)
Chelsea Cosillos (*pro hac vice*)
McDERMOTT WILL & SCHULTE LLP
One Vanderbilt Ave
New York, NY 10017
Telephone: 212-547-5400
Facsimile: 212-547-5444
jsimon@mcdermottlaw.com
whaskel@mcdermottlaw.com
echen@mcdermottlaw.com
ccosillos@mcdermottlaw.com

Attorneys for Defendant The Cigna Group

Maria R. Durant (BBO #558906)
HOGAN LOVELLS US LLP
125 High Street, Ste. 2010
Boston, MA 02110

Telephone: 617-371-1024
Maria.Durant@hoganlovells.com

E. Desmond Hogan (*pro hac vice*)
Justin Bernick (*pro hac vice*)
W. David Maxwell (*pro hac vice*)
HOGAN LOVELLS US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Telephone: (202) 637-5600
desmond.hogan@hoganlovells.com
justin.bernick@hoganlovells.com
david.maxwell@hoganlovells.com

Attorneys for Defendant Elevance Health, Inc.

Scott C. Solberg (*pro hac vice*)
Vanessa G. Jacobsen (*pro hac vice*)
Benjamin E. Waldin (*pro hac vice*)
EIMER STAHL LLP
224 South Michigan Ave., Suite 1100
Chicago, IL 60604
ssolberg@eimerstahl.com
vjacobsen@eimerstahl.com
bwaldin@eimerstahl.com

Attorneys for Defendant Humana Inc.

Rachel S. Brass (*pro hac vice*)
Joseph A. Gorman (*pro hac vice*)
GIBSON, DUNN & CRUTCHER LLP
One Embarcadero Center Suite 2600
San Francisco, CA 94111
Telephone: 415-393-8293
rbrass@gibsondunn.com
jgorman@gibsondunn.com

Heather L. Richardson (*pro hac vice*)
Christopher D. Dusseault (*pro hac vice*)
Joshua Lipton (*pro hac vice*)
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Ave., 54th Floor
Los Angeles, CA 90071
Telephone: 213-229-7409
hrichardson@gibsondunn.com

cdusseault@gibsondunn.com
jlipton@gibsondunn.com

Allison O'Neil (BBO # 641330)
Kara Kelleher (BBO # 713274)
TROUTMAN PEPPER LOCKE
111 Huntington Ave., 9th Floor
Boston, MA 02199
Telephone: 617-443-3744
Allison.oneil@troutman.com
Kara.kelleher@troutman.com

Attorneys for Defendant UnitedHealth Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on this 6th day of July, 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/ Matthew L. McGinnis

Matthew L. McGinnis

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

STIPULATED HIPAA-QUALIFIED PROTECTIVE ORDER

1. **Applicability of the Protective Order.** This HIPAA-Qualified Protective Order (hereinafter “Order”) shall govern the handling of all materials produced in the course of discovery, including documents, data, depositions, deposition exhibits, and written discovery (this information hereinafter referred to as “Discovery Material”). This Order shall apply to any named Party to this action, any third party that receives a subpoena for testimony or documents, and any person or entity that obtains access to Confidential Material subject to this Order. All references to “Party,” “Receiving Party,” “Producing Party” or “Designating Party” throughout this Order are intended to include non-parties. This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of time periods.

2. **Other Definitions**

- a. **Action:** the above-captioned action (this Action) includes all cases that are transferred, reassigned, or direct-filed into this consolidated proceeding.
- b. **Confidential Material:** any information designated as “Confidential” or “Highly Confidential – Outside Counsel Only” pursuant to this Order.
- c. **Party:** any party to this Action.

- d. **Non-Party:** any individual, corporation, association, or other natural person or entity that is not a Party to this Action.
 - e. **Receiving Party:** a Party or Non-Party that receives Discovery Material from a Producing Party.
 - f. **Producing Party:** a Party or Non-Party that produces Discovery Material in this Action.
 - g. **Designating Party:** a Party or Non-Party that designates information or items that it or another Party or Non-Party produces in disclosures or in responses to discovery or provides in the form of deposition testimony as Confidential Material. The Designating Party bears the burden of establishing good cause for the protection of all such information or items.
 - h. **Challenging Party:** a Party that elects to initiate a challenge to a Designating Party's confidentiality designation.
3. **Designation of Discovery Material as "Confidential" or "Highly Confidential – Outside Counsel Only."** Any Producing Party may designate Discovery Material as "Confidential" or "Highly Confidential – Outside Counsel Only" under the terms of this Order if the Producing Party in good faith reasonably believes that such Discovery Material meets the criteria set forth below. For the avoidance of doubt, a Party may designate documents that it produces, as well as documents produced by other Parties or Non-Parties that contain that Party's confidential information, as "Confidential" or "Highly Confidential – Outside Counsel Only." Material designated as "Confidential" or "Highly Confidential – Outside Counsel Only" under the protective order by a producing party shall be presumptively authenticated under Federal Rule

of Evidence 901(a), but neither the producing party nor the receiving party waives its right to challenge the admissibility of the designated document on authenticity or any other basis.

a. **Discovery Material That May be Designated “Confidential.”** Any party or non-party may designate documents as CONFIDENTIAL if they contain:

- (i) Information required to be kept confidential by law or by agreement with a third party;
- (ii) Information which the Producing Party in good faith believes contains or reveals commercially sensitive, competitive, proprietary or other confidential information, which is not publicly available, including, without limitation, non-public financial information or records, current and/or future business plans, non-party personnel records, or any other business information of a confidential or proprietary nature, the disclosure of which would be harmful to a Party’s proprietary, competitive and/or business interests, confidential or private information about the Parties or current or former customers, consultants, or employees of the Parties; or
- (iii) Records relating to individuals’ medical treatment/Protected Health Information/personally identifiable information: Nothing herein shall be construed to suggest that the names of witnesses, potential witnesses, deponents, subpoenaed parties or persons with potentially relevant information can be designated “CONFIDENTIAL”; however, personally identifiable information, including Social Security numbers, home addresses, and home phone numbers may be so designated.
- (iv) Confidential Material shall not include any information that is or was at any time in the public domain as a result of publication not in violation of this Order.

b. A Producing Party may designate as “Highly Confidential – Outside Counsel Only” any information described in subparagraph (a) that it reasonably and in good faith believes contains highly sensitive current trade secrets or other current highly sensitive confidential information, and that disclosure to another party or third party, even if limited to the universe of individuals authorized to receive information marked “Confidential” under this Order, would result in specific demonstrable competitive

harm to, or cause material harm to the legitimate business interests of, the Producing Party.

- (i) Material considered or designated “Highly Confidential – Outside Counsel Only” shall not include any information that is or was at any time in the public domain as a result of publication not in violation of this Order.

4. **Persons Authorized to Receive Confidential Material.**

a. Information designated as “Confidential” may be disclosed only to the following

“Qualified Persons”:

- (i) **The Court and its personnel**, including, but not limited to, judicial clerks, judicial interns, judicial externs, attorneys, employees, judges, magistrates, secretaries, special masters, stenographic reporters, staff, transcribers, and all other personnel necessary to assist the Court in its function, the jury, and any bankruptcy court, administrative court, appellate court, Supreme Court, or other court (and their respective personnel) before which the Parties appear in this Action;
- (ii) **Mediators or other third-party neutrals** engaged or consulted in settlement of all or part of this Action, and staff assisting them with such efforts only after such persons or entities have completed the certification contained in Exhibit A;
- (iii) **Court reporters and recorders**, including stenographers, and videographers retained to record testimony taken in this Action, but, with respect to recording, stenography, and videography, Qualified Persons do not include non-human-based recording, stenographic, or videographic services, including, but not limited to, non-containerized, generative artificial intelligence (“Generative AI”) platforms, as further discussed in Paragraph 18., *infra*;
- (iv) **Outside counsel for the Parties**, and such counsel’s employees who have responsibility for the preparation and trial of the Action;
- (v) **In-house counsel for the Parties**, and such in-house counsel’s employees who have responsibility for the preparation and trial of the Action;
- (vi) **Parties and employees of a Party** to this Order but only to the extent that counsel determines in good faith that the specifically named individual Party’s or employee’s assistance or testimony is necessary to the conduct of the litigation, and only after such persons or entities have completed the certification contained in Exhibit A;

- (vii) **Litigation support services**, including outside copying services, court reporters, videographers, stenographers or companies engaged in the business of supporting computerized or electronic litigation discovery or trial preparation, retained by a Party or its counsel, and only after such persons or entities have completed the certification contained in Exhibit A; such electronic discovery or trial preparation software, platforms, or technologies may also have machine learning, Generative AI, or other artificial intelligence-related features, functions, or capabilities, so long as those systems are “fully containerized,” as further discussed at Paragraph 18., *infra*.
- (viii) **Any individual expert, consultant, or expert consulting firm** retained by counsel of record in connection with this Action to the extent necessary for the individual expert, consultant, investigator, or expert consulting firm to prepare a written opinion, to prepare to testify, or to assist counsel of record in the prosecution or defense of this Action, provided, however, that: (i) the disclosure shall be made only to an individual expert, or to members, partners, employees or agents of an expert consulting firm as the expert consulting firm shall designate as the persons who will undertake the engagement on behalf of the expert consulting firm (the “Designated Expert Personnel”); (ii) the individual expert or Designated Expert Personnel use the information solely in connection with this Action; (iii) the individual and/or a representative of each expert consulting firm sign the written acknowledgment and agreement to be bound attached as Exhibit A on behalf of any Designated Expert Personnel associated with that firm; and (iv) absent notice and consent of the opposing Party(ies) or on application to and order of the Court, the individual expert is not a current employee, consultant, independent contractor, or any other type of affiliate of the Defendants;
- (ix) **Authors or recipients**, any person who (A) created, authored, sent, or received or reviewed such Confidential Material as part of the person’s job duties; or (B) is or was a custodian of the Confidential Material;
- (x) **Witnesses at depositions** or who are noticed for depositions to whom disclosure is in good faith reasonably necessary to conduct the Action, with the limitations that witnesses shall not retain a copy of documents containing Confidential Material. Witnesses noticed for depositions who are shown Confidential Material in advance of their deposition must agree to be bound by the provisions of the Order by signing a copy of Exhibit A prior to being shown Confidential Material. Witnesses at depositions must either sign a copy of Exhibit A or, if they refuse, receive an admonition that he or she will be subject to sanction, including contempt, for violating the terms of the Protective Order. Regardless of whether any deponent signs the attached Exhibit A, this Order will apply to any deponent who is shown or examined about Confidential Discovery Material, and the deponent cannot take any exhibits with them or reveal any information they learned from the confidential materials shown to them;

- (xi) **Mock jurors or focus group participants** who have agreed to be bound by the provisions of the Order by signing a copy of Exhibit A;
 - (xii) **Auditors and insurers of the Parties** only after such persons or entities have completed the certification contained in Exhibit A; and
 - (xiii) Any other person by consent as may be designated by written agreement by the Producing Party or by order of this Court.
- b. Information properly designated as “Highly Confidential – Outside Counsel Only” may be disclosed only to the categories of “Qualified Persons” in paragraph 4.(a)(i)-(iv) and (vii)-(xiii).

5. **Marking of Confidential Material.** The designation of a document as “Confidential” or “Highly Confidential – Outside Counsel Only” shall occur only if the designating party makes a good faith determination, individually as to each designated document, that the document contains Confidential Material and otherwise meets the criteria for such designation as defined in this Order.

- a. **Marking of Documents.** A Party or Non-Party may designate a document as “Confidential” or “Highly Confidential – Outside Counsel Only” for protection under this Order by placing or affixing those words on the document and on all copies in a manner that will not interfere with the legibility of the document. To the extent a document is produced in a form in which affixing the words “Confidential” or “Highly Confidential – Outside Counsel Only” on the document is not practicable, including documents produced in native format, the producing party or third-party may designate the document as such by including the confidentiality designation in the file name and on a slip sheet placeholder. As used in this Order, “copies” includes electronic images, duplicates, extracts, summaries, or descriptions that contain the Confidential Material. The markings “Confidential” or “Highly Confidential – Outside Counsel Only” shall be applied before or at the time that the documents are produced or disclosed. Applying

these markings to a document does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order. More specifically, a Party's or a Non-Party's designation of one or more Documents as "Confidential" or "Highly Confidential – Outside Counsel Only" does not mean, on its own, that the Document or those Documents are necessarily non-responsive, inadmissible, irrelevant, privileged, protected by the attorney work product protection, or that they bestow immunity to a Party or a Non-Party.

- b. **Depositions.** Deposition testimony is protected by this Order if designated as "Confidential" or "Highly Confidential – Outside Counsel Only" by denominating by page and line those portions of the deposition that are to be considered "Confidential" or "Highly Confidential – Outside Counsel Only" within 30 days of receiving the final transcript and exhibits and so informing all parties in writing of the designation. Until the 30-day period has passed, the deposition transcript in its entirety must be treated as if it were designated "Highly Confidential – Outside Counsel Only" under the terms of this Order. This 30-day period may be extended by agreement of the Parties.
- c. **Non-Written Materials.** Any non-text Confidential Material (e.g., video recordings, audio recordings, photographs, artwork, sketches, doodles, pictographs, etc.) may be designated as such by labeling the outside of such material as "Confidential" or "Highly Confidential – Outside Counsel Only."
- d. If a Receiving Party generates any "hard copy" transcription or printout from any such designated non-written materials, the person who generates the "hard copy" transcription or printout shall take reasonable steps to maintain the confidentiality of such materials and properly identify and stamp each page of such material as

“Confidential” or “Highly Confidential – Outside Counsel Only” consistent with the original designation by the Producing Party.

6. Disclosure of Confidential Material. A failure to designate Discovery Material as Confidential Material does not, standing alone, waive the right to designate subsequently the Discovery Material as “Confidential” or as “Highly Confidential – Outside Counsel Only.” The Producing Party must, in good faith, provide prompt written notice upon discovery of the disclosure, and contemporaneous or subsequent production of replacement documents with the appropriate designation, with the effect that such Confidential Material will be subject to the protections of this Order. The Receiving Party shall exercise good faith efforts to ensure that copies made of Confidential Material produced to it, and copies made by others who obtained such Confidential Material directly or indirectly from the Receiving Party, include the appropriate confidentiality legend, to the same extent as if the Confidential Material had been marked with the appropriate confidentiality legend by the Producing Party. No party shall be found to have violated this Order for failing to maintain the confidentiality of material during a time when that material has not been designated Confidential Material.

7. Production of Privileged Material.

- a. Under Federal Rule of Civil Procedure 26 and Federal Rule of Evidence 502(d) and (e), the parties agree that the production or disclosure, whether inadvertent or otherwise, of any information in connection with the pending litigation that is covered by the attorney-client privilege or work-product protection (including common interest and joint defense), or any other privilege, shall not constitute a waiver of such privilege or protection in this litigation or in any other federal or state proceeding. Instead, the Producing Party shall be entitled to assert such privilege or protection, request the

- return of any produced material or information on the grounds of privilege or work product protection by identifying it and stating the basis for withholding such material or information from production, and the information and its subject matter shall be treated as if there has been no such disclosure.
- b. Nothing in this paragraph is intended to or shall serve to limit a Party's right to review any material or information for relevance, responsiveness, and/or segregation of privileged and/or protected information before production, subject to subsection (c).
- c. **Assertion of a Clawback:** If a Producing Party or non-party discovers that it produced documents it believes to be privileged, protected, or otherwise immune, excepted, or exempted from disclosure, it shall promptly provide written notice of the claim of privilege or protection to the Receiving Party, or to both Plaintiffs and Defendants if the Producing Party is a non-party, sufficiently identifying the protected documents (a "Clawback Notice"). The Clawback Notice must be as specific as possible in identifying the basis for the privilege claimed and must include at least the information required by Fed. R. Civ. P. 26(b)(5)(A)(ii). Any document that is the subject of a Clawback Notice shall be included on a privilege log as required by the procedures agreed to in the Discovery Protocol. The Parties shall make reasonable efforts to provide any Clawback Notice no later than 7 days before the deposition of a witness who received, drafted, or sent a protected document. If a document is clawed back during a deposition, the Parties will meet and confer regarding whether the deposition needs to be continued after the resolution of any privilege challenge concerning the clawed-back document. The parties also agree to meet and confer in advance of trial to

ensure that any disputes concerning clawbacks are resolved sufficiently in advance of trial.

- d. **Reproduction:** As soon as practicable or within a reasonable time after providing the Clawback Notice, the Producing Party or non-party shall provide: (i) if only a portion of the document contains privileged or protected material, a new copy of the document utilizing the same Bates number(s) as the original, that has been redacted to protect the privileged or protected materials; or (ii) if the entire document is privileged or protected, a slip sheet identifying the same Bates number(s) as the original, noting that the document has been withheld.
- e. **Clawback Process:** Upon notification from the Producing Party that information is, in good faith, covered by the attorney-client privilege, the work product protection, or one or more other immunities, exceptions, or exemptions from disclosure, the Receiving Party will, within 14 days of notification: (a) destroy the information and all copies of the information in its possession; (b) delete any electronic versions from any data source or any database it maintains; (c) retrieve all electronic and paper copies provided to any non-parties, including experts; and (d) sequester any notes that reveal the substance of the protected information. The Receiving Party will promptly confirm in writing to the Producing Party that these steps will be taken. If the Receiving Party disagrees that the information requested back is privileged, protected, or otherwise immune, excepted, or exempted from disclosure, the Receiving Party may retain a single copy of the disputed information for the sole purpose of resolving the dispute. The Receiving Party and the Producing Party shall attempt in good faith to resolve the dispute informally. If the Receiving Party and the Producing Party cannot resolve the

dispute informally, either Party may seek appropriate relief from the Court. The party disputing the assertion of privilege, protection, immunity, exception, or exemption may not file or submit the disputed document for in camera review absent agreement of the Producing Party or express authorization from the Court. The Producing Party must preserve the information pending resolution of the disclosure challenge and, if the Court concludes that the information is not privileged, protected, immune, excepted, or exempted from disclosure, promptly provide the Receiving Party with a replacement production.

8. **Protected Health Information.**

a. **Definitions:**

- (i) “**HIPAA**” is the Health Insurance Portability and Accountability Act of 1996, codified primarily at Sections 18, 26, and 42 of the United States Code.
- (ii) “**Privacy Standards**” is defined as the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. §§ 160 and 164.
- (iii) For purposes of this Order, “**Protected Health Information**” shall have the same scope and definition as set forth in 45 C.F.R. §§ 160.103 and 164.501.
- (iv) For purposes of this Order, “**Covered Entity**” or “**Covered Entities**” shall have the same scope and definition as set forth in 45 C.F.R. § 160.103.
- (v) “**Business Associate**” or “**Business Associates**” shall have the same scope and definition as set forth in 45 C.F.R. § 160.103.

- b. This Court authorizes all Covered Entities and Business Associates (whether Parties or Non-Parties) who are served with a subpoena or discovery request in this Action to disclose Protected Health Information in response to such request or subpoena. This Order is intended to authorize such disclosures under 45 C.F.R. § 164.512(e) of the Privacy Regulations issued pursuant to HIPAA.

- c. Under 45 C.F.R. § 164.512(e)(1)(v), the Parties agree and the Court orders that this Order is a Qualified Protective Order and all Parties and their attorneys are:
- (i) Prohibited from using or disclosing Protected Health Information for any purpose other than this Action for which the Protected Health Information was requested, including any appeal thereof; and
 - (ii) Required to return to the Covered Entity/Business Associate or to destroy the Protected Health Information (including all copies made) at the end of the litigation.
- d. Further, to the extent any party seeks information from any individual identified through produced Protected Health Information or claims data, for purposes of obtaining testimony or information for use in this Action, the Parties must meet and confer in good faith at least ten (10) days in advance of any such outreach, and shall not initiate such outreach unless the Parties have reached agreement or the Court has authorized it.
- e. The Parties and their attorneys of record are hereby authorized to receive, subpoena, and transmit Protected Health Information pertaining to this Action to the extent and subject to the conditions outlined herein.
- f. All Covered Entities and Business Associates are hereby authorized to disclose Protected Health Information pertaining to the litigation to attorneys representing the Parties in this Action.
- g. The Parties and their attorneys shall be permitted to use or disclose Protected Health Information for purposes of prosecuting or defending this Action including any appeals. This includes, but is not necessarily limited to, disclosure to their attorneys, testifying experts, non-testifying expert consultants, witnesses, the Court, court personnel, including, but not limited to, judges, judicial panels, appellate judges, appellate panels,

- Supreme Court Justices, Supreme Court panels, judicial reporters, judicial interns, judicial externs, bailiffs, judicial staff, magistrate judges, discovery referees, and special masters, as well as court reporters, copy services, trial consultants, and other entities or persons involved in the litigation process (including without limitation, data governance, technology, forensics and discovery vendors). However, the Parties shall not file Protected Health Information with the Court unless: (a) the Protected Health Information has been redacted to remove any individually identifiable information, or (b) the Court has permitted the Protected Health Information to be filed under seal.
- h. Before disclosing Protected Health Information to persons involved in this Action, counsel shall provide each person with a copy of this Order and inform each person that such disclosed Protected Health Information may not be used or disclosed for any purpose other than this Action and must be returned or destroyed at the conclusion of this Action. Counsel must also advise all discovery vendors of the requirements of Paragraph 9 (Security of Confidential Material), and confirm that such vendors use standard industry practices regarding data security as described in Paragraph 9. Counsel shall take all other reasonable steps to ensure that persons receiving such Protected Health Information do not use or disclose such information for any purpose other than this Action, including requiring an executed Exhibit A form each vendor that will be hosting any Protected Health Information.
- i. Within 60 days after the conclusion of the Action including any appeals thereof, the parties, their attorneys, and any person or entity in possession of any Protected Health Information received from counsel shall return or destroy any and all copies of the

Protected Health Information, except that counsel are not required to secure the return or destruction of any Protected Health Information filed under seal with the Court.

- j. This Order does not control or limit the use of Protected Health Information that comes into the possession of the Parties or their attorneys other than through formal discovery requests, subpoenas, depositions, court orders or other lawful process pursuant to this Action.
- k. Nothing in this Order is intended to indicate or suggest that Protected Health Information is in fact relevant to this Action. Further, this Order does not limit any Party's ability to challenge a request for Protected Health Information on the basis of responsiveness, relevance, burden, breadth, applicable law, privilege, protection, immunity, or any other reasonable objection.

9. Materials Prepared Based on Confidential Material. Any notes, lists, memoranda, indices, compilations, or other materials prepared or based on an examination of Confidential Material, that quote from or paraphrase Confidential Material with such specificity that the Confidential Material can be identified shall be accorded the same status of confidentiality as the underlying Confidential Material from which they are made, and to the extent those materials are disclosed to other Parties or non-parties, or produced or filed in this matter, shall be designated with the appropriate confidentiality legend, and shall be subject to all of the terms of this Protective Order.

10. Notice to Non-Parties. Whenever a Party seeks discovery by subpoena or any other means from a non-party to this action, a copy of this Order shall accompany the subpoena or other means to allow the non-party to designate material as Confidential Material and obtain the protections provided in this Order.

11. **Good-Faith Belief.** For purposes of this Order, the Designating Party bears the burden of establishing the appropriate designation of Confidential Material. The designation of any Discovery Material as “Confidential” or “Highly Confidential – Outside Counsel Only” under this Order shall constitute the verification by the Designating Party and its counsel that the material constitutes “Confidential” or “Highly Confidential – Outside Counsel Only” material as defined above.

12. **Executing the Non-Disclosure Agreement.** Where the Qualified Person is a firm or an individual employed by or otherwise associated with a firm retained by one or more parties for the purpose of acting as an expert witness, non-testifying expert consultant, litigation support services provider, mediation services provider, or provider of other professional services related to the Action, execution of Exhibit A by a single designated representative of such firm, expressly made on behalf of the firm, shall suffice to comply with this paragraph. Copies of the executed Exhibit A shall be retained by counsel disclosing Confidential Material to such person. Copies of executed Exhibit As shall not be available to any other Party or any other Non-Party except by agreement or court order.

13. **Challenging Confidentiality Designations.** The designation of any material or document as Confidential Material is subject to challenge by any Party. The burden to demonstrate that a document has been properly designated as Confidential or Highly Confidential – Outside Counsel Only shall at all times remain on the Party or non-party that has designated the document. The following procedure shall apply to any such challenge.

- a. **Meet and Confer.** A party challenging the designation of Confidential Material must do so in good faith by identifying to the Designating Party or Non-Party the documents at issue by Bates number and explaining the basis for its belief that the confidentiality

designation was improper. The Designating Party or Non-Party shall respond to any request under this paragraph within 10 days and, if no change in designation is offered, explain the basis for the designation; provided that, with respect to any documents produced 30 days or less before a deposition at which some of those documents may reasonably be used, the 10 day period may be shortened at the request of a Challenging Party to a reasonable period of time not longer than 3 days. The Parties shall meet and confer in good faith to attempt to resolve the dispute without resort to Court intervention.

- b. If the Challenging Party and the Designating Party cannot resolve their dispute through meet and confer discussions, the Challenging Party shall have 10 days to move the Court for an order modifying or removing such designation. The Designating Party bears the burden of establishing that the Discovery Material is entitled to protection. Any material so designated shall remain protected and shall be subject to all restrictions on its disclosure and use set forth in this Order until one of the following occurs: (1) the Designating Party withdraws such designation in writing; or (2) the Court rules that the challenged material should be re-designated. In either event, the Designating Party shall reproduce copies of the re-designated material with the appropriate confidentiality designations within 14 days.

14. Subpoena for Confidential Material. If any Party has obtained Confidential Material under the terms of this Order and receives a request to produce Confidential Material by subpoena or other compulsory process commanding the production of Confidential Material, such Party shall notify the Designating Party in writing, no later than 7 days after receiving the subpoena or order, and shall include in such notice the date set for the production of such subpoenaed information

and a copy of the subpoena or court order. The Designating Party shall respond to the Party receiving the subpoena within 21 calendar days of receiving written notice of any Designating Party's intent to seek a protective order. During this time period, the Party or person receiving the subpoena shall inform the person seeking the protected discovery material that such information is subject to this Order. If the Designating Party informs the Party served with the subpoena that it has filed a motion seeking a protective order from the court where the subpoena or order issued, the Party served with the subpoena or court order shall not produce any information designated in this action as "Confidential" or "Highly Confidential – Outside Counsel Only" until (i) a determination by that court is made, or (ii) the Party has obtained the Designating Party's permission to produce the information. No production or other disclosure of protected information pursuant to the subpoena or other process shall occur until one of the above two actions has occurred. The purpose of imposing these duties is to alert the interested persons to the existence of this Order and to afford the designating party or non-party in this case an opportunity to try to protect its Confidential Material. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material—and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

15. Use of Discovery Material. Confidential Material shall be used solely for purposes of prosecuting, defending or attempting to resolve this Action, including any appeal. For the avoidance of doubt, nothing in this Order shall prevent or restrict a Producing Party from disclosing or using its own Discovery Material for any purpose.

16. Exclusion of Individuals from Depositions. Counsel shall have the right to exclude any person who is not authorized by this Order to receive documents or information designated as

Confidential Material from any deposition where testimony regarding Confidential Materials or the use of Confidential Material that the person is not authorized to receive is likely to arise.

17. Security of Confidential Material. Any person in possession of another Party's Confidential Material shall exercise the same care with regard to the storage, custody, or use of Confidential Material as they would apply to their own material of the same or comparable sensitivity. Receiving Parties must take reasonable precautions to protect Confidential Material from loss, misuse and unauthorized access, disclosure, alteration and destruction, including but not limited to:

- a. Confidential Material in electronic format shall be maintained in one or more secure litigation support sites that apply standard industry practices regarding data security, including but not limited to application of access control rights to those persons entitled to access Confidential Material under this Order;
- b. To whatever extent the software tracks user access, an audit trail of use and access to litigation support site(s), to the extent the litigation support software tracks user access, shall be maintained while this Action, including any appeals, is pending;
- c. Any Confidential Material downloaded from the litigation support site(s) in electronic format shall be stored only on device(s) (e.g. laptop, tablet, smartphone, thumb drive, portable hard drive) that are password protected and/or encrypted with access limited to persons entitled to access Confidential Material under this Order. If the user is unable to password protect and/or encrypt the device, then the Confidential Material shall be password protected and/or encrypted at the file level;

- d. Receiving Parties must take reasonable steps to prevent Confidential Material in paper format from being disclosed to persons not entitled to access Confidential Material under this Order;
- e. Summaries of Confidential Material, including any lists, memoranda, indices or compilations prepared or based on an examination of Confidential Material, that quote from or paraphrase Confidential Material in a manner that enables it to be identified shall be accorded the same status of confidentiality as the underlying Confidential Material;
- f. If the Receiving Party learns at any time that the Confidential Material has been retrieved or viewed by unauthorized parties, it will immediately notify the Producing Party and take all reasonable measures to retrieve the improperly disclosed materials. The parties will then promptly meet and confer to discuss what additional steps, if any, need to be taken including, for example, investigation of the effects of the breach; actions to remediate the effects of the breach, and further assurances to prevent future breaches. The Receiving Party agrees to cooperate with the Producing Party or law enforcement in investigating any such security incident; and
- g. For purposes of clarity, nothing in this Order shall prevent a Party from transmitting paper documents containing Confidential Material via U.S. Mail or a delivery service for the purpose of a deposition, deposition preparation, trial/hearing preparation, witness interviews, mediation, or mock jury/jury research exercises, provided that the Party takes reasonable steps to maintain the confidentiality of the Confidential Material. Similarly, nothing in this Order shall prevent a Party's outside counsel from carrying a binder or binders of documents containing Confidential Material or

information derived from Confidential Material when traveling provided that such outside counsel takes reasonable steps to maintain the confidentiality of the Confidential Material.

18. Large Language Models / Generative AI Tools. Absent notice to and permission from the Producing Party, any Qualified Person authorized to have access to Confidential Material under the terms of this Order shall not use or employ any application, service, or analytical software that will transfer, transmit, send, or allow any external access to that Confidential Material (in whole or in part) unless such application, service, or analytical software is fully containerized (i.e., does not transmit any information to any public system or network for the purpose of analysis, use, or the generation of text outputs in response to queries, has the ability to track all information in the system (including access), and does not otherwise allow access to Confidential Material by persons other than Qualified Persons as authorized by Paragraph 4 above). For the avoidance of doubt, this restriction expressly applies to the use of non-containerized advanced large language models, “generative” AI tools, and other advanced AI systems, including, but not limited to, OpenAI GPT, ChatGPT3/4 *et seq.*, Google Gemini, Meta LLAMA, MidJourney, DALL-E, Claude, and Stable Diffusion, but this provision does not limit the use of services leveraging the technology underlying these generative AI tools in a fully containerized environment, including, but not limited to, Harvey, Relativity aiR, DISCO Cecelia, Everlaw AI Assistant, Legora, Lexis+ AI, Epiq AIDA, Lighthouse AI, and Westlaw Co-Counsel. For purposes of clarity, “fully containerized,” as used in this Order, means an AI tool that does not share the substance of a prompt or documents reviewed for training of Large Language Models or use the substance of a prompt or documents reviewed in any other matter or inquiry other than that or those included in or within this Action.

19. Filing Confidential Material. This Order does not, by itself, authorize the filing of any document under seal. When a party wishes to file Confidential Material with the Court, the following procedures shall be observed:

- a. The filing Party shall provisionally file the Confidential Material under seal and cause an unredacted copy of the filing to be served on all Parties (and any relevant Non-Party or Party that has settled if the Confidential Information was produced by a Non-Party or settled-Party) and shall specifically notify the individual Party, Non-Party, or settled-Party that the filing contains Confidential Information (including, to the extent not readily apparent, information sufficient to identify the location of such Confidential Information within the filing).
- b. Within 10 days of the initial filing, the Producing Party(ies) may file a motion to seal, including a proposed redacted version of the filing as an exhibit thereto. Opposition(s) to a motion to seal may be filed 5 business days after the filing of the motion to seal. If no motion to seal is filed within 10 days, or if the Court denies the motion(s) to seal, the filing Party shall file an unredacted version of the initial filing. If the motion to seal is granted, the filing Party shall publicly file a redacted version of the initial filing.
- c. The Producing Party may request more than 10 days to file a motion to seal for particularly voluminous filings such as summary judgment or class certification filings or for other good cause.
- d. If the filing Party is also the Designating Party, then the motion to seal shall be filed contemporaneously with the filing.

20. Improper Disclosure of Confidential Material. Disclosure of Confidential Material other than in accordance with the terms of this Order may subject a Party to such sanctions and remedies as the Court may deem appropriate.

21. Final Termination.

- a. **Order Continues in Force.** Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal.
- b. Within 60 days after termination of the Action, including, for example, a voluntary dismissal or an exhaustion of any and all appeals, all Confidential Material, including any copies, excerpts and summaries thereof, shall be returned to the Producing Party or destroyed along with certification of such destruction provided to the Producing Party to the extent practicable¹ unless: (1) the document has been offered into evidence or filed with the Court, without restriction as to disclosure, unless the document contains Personal Information, in which case the document shall be returned to the Producing Party or destroyed pursuant to this paragraph; or (2) the Confidential Material is included in an e-mail or an attachment to an e-mail or contained in deposition transcripts or drafts or final expert reports, unless the Confidential Material includes Personal Information, in which case the document containing the Confidential Material shall be returned to the producing party or destroyed. Any Confidential Material that is retained pursuant to (1) or (2) shall not be accessed or used for any purpose other than this litigation.

¹ If the Receiving Party chooses to destroy documents containing Confidential Material, the Receiving Party shall confirm the fact of destruction. The Receiving Party shall not be required to locate, isolate, and return emails (including attachments to emails) that may include Confidential Material, or Confidential Material contained in deposition transcripts or drafts or final expert reports.

- c. **Retention of Work Product and one set of Filed Documents.** Notwithstanding the above requirements to return or destroy documents, counsel may retain (1) attorney work product, including an index that refers or relates to designated Confidential Material, and (2) all documents filed with the Court including those filed under seal. Any retained Confidential Material shall continue to be protected under this Order and shall not be accessed or used for any purpose other than this litigation. Attorneys may use their work product in subsequent litigation, provided they do not disclose or use Confidential Material.

22. Protective Order Remains in Force. This Order shall remain in force and effect until modified, superseded, or terminated by consent of the Parties or by order of the Court made upon reasonable written notice. Unless otherwise ordered or agreed to by the Parties, this Order shall survive the termination of this Action. The Court retains jurisdiction even after termination of this Action to enforce this Order and to make such amendments, modifications, deletions and additions to this Order as the Court may from time to time deem appropriate.

23. Modifying this Order. Nothing in this Order shall be construed to prohibit the Parties from seeking to modify any provision of this Order or seeking other relief from the Court, subject to satisfying prior meet-and-confer conditions. Nor shall anything in this Order or any Party's compliance herewith be construed as a waiver of any Party's rights under applicable law.

24. No Greater Protection of Specific Documents. Except on attorney-client privilege, attorney work product grounds not addressed by this Order, no Party or non-party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the Party or non-party moves for an order providing such special protection.

25. Use of Confidential Material at Hearing, Trial, or Appeal. Nothing in this Order shall be construed to affect the use of any document, material, or information at any hearing, trial, or appeal, provided that the parties avoid the unnecessary disclosure of Confidential Material. A Party that intends to present Confidential Material at a hearing, trial, or appeal shall first bring that issue to the Designating-Party's attention, so that they may meet and confer regarding the same. If the Parties are unable to reach agreement regarding the proposed disclosure at a hearing, trial or appeal, the Party proposing the use may raise the issue with the Court, or, as applicable, the appellate court or the Supreme Court. The Court, or as applicable, the appellate court, or Supreme Court may thereafter make such orders as are necessary to govern the use of such documents or information at a hearing, trial, or appeal.

26. No Prior Judicial Determination. This Order is entered based on the representations and agreements of the Parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any document or material designated Confidential Material by counsel or the parties is admissible as evidence for any purpose in this litigation or any other proceeding, or is entitled to protection under Federal Rule of Civil Procedure 26(c) or otherwise until such time as the Court may rule on a specific document or issue.

27. Persons Bound. This Order shall take effect when entered and shall be binding on all counsel of record and their law firms, the Parties, and persons made subject to this Order by its terms or by execution of Exhibit A.

SO ORDERED.

Dated: June __, 2026

EXHIBIT A**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____ [full name], of _____ [full address], have read and understand the Stipulated Protective Order that was issued by the United States District Court for the District of Massachusetts (the “Court”) on _____ [date] in the case of *In re: Zelis Repricing Antitrust Litigation*. I, personally, and _____ [company name], on whose behalf I am authorized to execute this acknowledgement [if applicable] agree to comply with and be bound by all the terms of this Stipulated HIPAA-Qualified Protective Order. In compliance with this Order, I will not disclose in any manner any information or item that is subject to this Stipulated HIPAA-Qualified Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the Court for the purpose of enforcing the terms of this Stipulated HIPAA-Qualified Protective Order, even if such enforcement proceedings occur after termination of this action.

I declare under penalty of perjury that the foregoing is true and correct. Signed this _____ day of _____, 202__, at _____ [city and state where sworn and signed].

Signature: _____

EXHIBIT B

**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>All Actions</i>	<i>1:25-CV-11092-BEM</i>
	<i>1:25-CV-11167-BEM</i>
	<i>1:25-CV-11537-BEM</i>

STIPULATED ORDER REGARDING EXPERT DISCOVERY

Plaintiffs and Defendants (together, the “Parties”) stipulate to the following scope of expert discovery in this matter, subject to approval by the Court:

1. The Parties agree that this stipulation will govern expert discovery in these proceedings. To the extent this stipulation imposes limitations on discovery beyond those of the Federal Rules of Civil Procedure, the parties agree to such limitations.

2. Subject to the limitations set forth in this stipulation, the parties shall comply with Federal Rule of Civil Procedure 26(a). Nothing in this stipulation shall be considered an admission by any person or party that any of the information restricted from discovery in this stipulation would otherwise be discoverable or admissible.

3. The parties will make all disclosures required by Rule 26(a)(2)(B), as modified by the provisions of this stipulation, at the respective times provided by the Court for the service of each side’s written expert reports. For purposes of Federal Rule of Civil Procedure 26(a)(2)(B)(ii) and 26(b)(4)(C)(ii), the term “considered” shall be interpreted to mean “relied upon.”

4. To the extent the disclosures required by Rule 26(a)(2)(B) include exhibits, information, or data analyzed, processed, modeled, or calculated by computer at the direction of a disclosed expert in the course of forming the expert’s opinions, machine readable copies of the data along with all

computer programs and instructions necessary to replicate the data used by the expert shall be produced to all Parties within five days¹ after the disclosure(s) are made, provided that no party needs to produce computer programs that are reasonably commercially available and provided further that databases and computer programs that (i) are used in the ordinary course of a party's business and (ii) are not practicable to copy need not be produced, so long as reasonable access is timely offered for purposes of replication and analysis of disclosed results. If data used by an expert witness is derived from electronic data produced by any Party to this litigation, a list of the data utilized by the expert shall be produced in a format sufficient to allow all Parties to identify and access such data and replicate the data used by the expert. This timetable for production shall also apply to other materials relied on by an expert in forming the expert's opinion, provided that said materials are not reasonably available to the other side. Consent to an enlargement of time for these production deadlines shall not be unreasonably withheld. Documents or information cited in the expert report that are publicly available need not be produced with the expert report, provided that they are identified with sufficient specificity (including, where reasonably available, by citation or URL) to permit other parties to locate them.

5. The disclosure obligations of paragraph 4 above do not apply to any demonstrative exhibits that a testifying expert may seek to use at hearings or trial. Instead, the disclosure of any such demonstrative exhibits shall be governed by any orders governing such hearings or the Final Pretrial Order. The use of any such demonstrative exhibits shall otherwise be subject to the Federal Rules of Evidence, the Federal Rules of Civil Procedure, and this Court's Local Rules and standing orders, unless otherwise provided by order of the Court.

¹ Days shall be calculated as in Fed. R. Civ. P. 6(a).

6. The party proffering a testifying expert and the expert will, without a subpoena, (a) produce all of the materials and information called for in paragraph 4 above, and (b) make the expert available for deposition at a time mutually agreed to by the Parties and consistent with the Court's scheduling orders. Each party shall be responsible for compensating its own testifying experts for time spent preparing for and in deposition.

7. To the extent the disclosures required by Rule 26(a)(2)(B) include documents produced in this litigation, a list of those documents by Bates number shall be produced to all Parties contemporaneously with all written expert reports.

8. The following categories of data, information, or documents need not be disclosed by any party, and are outside the scope of permissible discovery, including deposition testimony, unless the expert witness is relying on such material in connection with the expert witness' opinions. They need not be preserved, collected, or logged on any privilege log, and no party shall be required to identify such materials in response to discovery requests.

(a) any notes or other writings taken or prepared by or for an expert witness in connection with this matter, including correspondence or memos to or from, and notes of conversations with, the expert's assistants and/or clerical or support staff, one or more other expert witnesses or non-testifying expert consultants, or one or more attorneys for the party offering the testimony of such expert witness;

(b) drafts of expert reports, studies, affidavits, declarations, opinions, exhibits, or work papers; preliminary or intermediate calculations, computations, models, or data runs (other than those programs or instructions required to be produced in Paragraph 4 to replicate the data used by the expert); or other preliminary, intermediate or draft materials prepared by, for or at the direction of an expert witness;

(c) any oral or written communication or work product shared between:

- i. counsel and the expert and/or the expert's staff and/or supporting firms;
- ii. counsel and any non-testifying expert consultant and/or the staff of the non-testifying expert consultant;
- iii. the expert and other experts and/or other non-testifying expert consultants;
- iv. the expert and the staff of other experts and/or other non-testifying expert consultants;
- v. experts and their staff and/or supporting firms;
- vi. non-testifying expert consultants and their staffs; and
- vii. the respective staffs and/or supporting firms of experts or non-testifying expert consultants and the staffs and/or supporting firms of other experts or non-testifying expert consultants.

(d) any comments, whether oral or written, related to a report, declaration, or affidavit or draft report, declaration, or affidavit of a testifying expert prepared in connection with this litigation by (i) counsel for a Party retaining the testifying expert; (ii) counsel working with counsel for a Party retaining the testifying expert; (iii) any testifying expert's staff, assistants, or clerical help, or supporting firms; (iv) a non-testifying expert or consultant; (v) a non-testifying expert's or consultant's staff, assistants, or clerical help, or supporting firms; (vi) any other testifying expert; or (vii) any other testifying expert's staff, assistants, or clerical help, or supporting firms.

(e) budgets, invoices, bills, receipts, or time records relating to the work performed by any testifying or non-testifying expert, or their staff, assistants, or supporting firms.

9. The protections against discovery contained in the preceding paragraphs shall not apply to any communications, documents, or information on which testifying experts rely as a basis for any of their opinions. If an expert relies on an assumption provided by counsel, the assumption must be disclosed, but not the communication.

10. Nothing in this stipulation shall be construed to:

(a) prevent or prohibit any party from asking an expert questions at deposition or trial concerning (i) facts, theories, methodologies, variables, assumptions, or data relied on or considered by the expert, (ii) facts, theories, methodologies, variables, assumptions or data not considered, or omitted or excluded, from the expert's analysis, (iii) testimony given in the action, (iv) any publicly available documents or information, or (v) the substance of the expert's opinions;

(b) prevent or prohibit any party from asking questions at depositions or in trial concerning the names, titles, and educational backgrounds of the consulting experts or staff that assisted testifying experts in preparing their reports or disclosures;

(c) prevent or prohibit any party from asking questions at deposition or trial concerning the hourly rate of the testifying experts and their staff for their work in this litigation;

(d) prevent or prohibit any party from asking questions at deposition or trial concerning the amount of money billed for the work of testifying experts and their staff;

(e) prevent or prohibit any party from asking questions at deposition or trial concerning the amount of time that testifying experts and their staff have spent on an expert's report and the expert's associated work;

(f) prevent or prohibit any party from asserting the attorney-client privilege, work-product protection, or any other applicable privilege, protection, doctrine, immunity, disclosure exception, disclosure exemption, or rule of law; or

(g) prevent or prohibit any party from challenging an expert's qualifications or the admissibility of their opinion or report.

11. The parties agree to comply with this order pending the Court's approval and entry of this order.

SO ORDERED.

Dated: May __, 2026

Hon. Brian E. Murphy
United States District Judge

EXHIBIT C

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

STIPULATED PRESERVATION ORDER

This Preservation Order recognizes that potentially relevant materials should be appropriately preserved. The Parties agree to take reasonable and proportional steps to preserve relevant and discoverable documents, electronically stored information (“ESI”), and tangible things within their possession, custody, or control. The Parties understand that additional meet and confers may be required to continue identifying materials to be the subject of this Order. To assist in these efforts, the Court enters the following Order.

I. Definitions

A. “Documents, ESI, and Tangible Things” is to be interpreted to include the kinds of items that may be requested under Rule 34(a)(1) of the Federal Rules of Civil Procedure.

B. “Parties” shall mean all named Plaintiffs and Defendants. “Party” shall mean any individually named Plaintiff or Defendant.

C. “Custodian” shall mean a current or former employee of a Party that the Parties agree, or the Court determines, possesses relevant information.

D. “Non-Custodial Source” shall mean a location in which documents, ESI, or tangible things are kept in the regular course of business that is not associated with a particular Custodian, including but not limited to departmental files, shared drives, multi-user messaging (or “chat”)

platforms (such as Slack or Microsoft Teams); cloud storage accounts; online repositories, intranets, and databases.

E. “Preservation” shall be interpreted broadly to preserve the contents of documents, ESI, and tangible things reasonably anticipated to be subject to discovery under Federal Rules of Civil Procedure 26, 45, and 56(e) in this action, and shall include taking reasonable and proportional steps to prevent the partial or full destruction of such materials. Pursuant to Federal Rule of Civil Procedure 26 including subsection Rule 26(b), the Parties agree they will negotiate in good faith and with reasonable transparency to avoid imposing excessive costs and burdens on each other regarding preservation.

II. Preservation Obligations

1. Except as specified in Paragraphs 2 through 6 below, the following default rules will govern the preservation of documents, ESI, and other tangible things in this Litigation:

- a. The relevant time period for preservation shall be January 1, 2014 through the present.
- b. Parties shall take reasonable steps to preserve all documents, ESI, or tangible things in the possession, custody, or control of the Party’s identified Custodians and Non-Custodial Sources that are reasonably likely to have potentially relevant information related to the claims and defenses in the Litigation.
- c. Parties shall take reasonable steps to preserve documents, ESI, and tangible things reasonably likely to have potentially relevant information related to the claims and defenses in the Litigation regardless of how or where those materials are stored, including, but not limited to, (1) materials contained in personal mobile devices, personal computers, and personal laptops, where such materials are expressly in the possession, custody, or control of the Party pursuant to relevant data/device policies;

(2) materials contained in work mobile devices, computers, and laptops; and (3) materials contained in cloud storage.

- d. The Parties shall use their good faith judgment to proactively identify sources reasonably likely to have potentially relevant information relating to the claims and defenses in the Litigation and to take reasonable steps to preserve such information in such sources.

2. The Parties will take immediate, reasonable steps to suspend destruction (including suspension of any and all auto-delete features or options, to the extent feasible) and to preserve ephemeral data and data updated on a constant basis (i.e., dynamic data) that is reasonably likely to contain information relevant to the claims and defenses in this Litigation, that is not duplicative of other preserved data, and that can be preserved through proportional means. For the avoidance of any doubt, this includes email, messaging, chat, and other communication applications on desktop and mobile devices in the possession, custody, or control of the Party.

3. For structured data, the Parties will meet and confer to discuss the preservation of this data, including the scope of potential structured data sources that may be discoverable.

4. The following forms of ESI will not be required to be preserved under the terms of the Preservation Order, provided that nothing in this Order shall be construed as permitting any Party to destroy responsive information contained in any of the following forms of ESI that would not otherwise be destroyed in the ordinary course of business:

- a. random access memory (“RAM”) and temporary files;
- b. online access data, such as temporary internet files, histories, caches, and cookies;
- c. public-facing websites;
- d. data in metadata fields other than those specified in the Court’s ESI Protocol Order;

- e. damaged or slack data;
- f. data stored on photocopiers, scanners, and fax machines;
- g. operating system files and executable files, except for any source code used as part of a pricing methodology for out-of-network goods and services;
- h. server, system, network, and/or software application logs;
- i. backup data files that are maintained in the normal course of business for purposes of disaster recovery, including (but not limited to) backup tapes, disks, SAN, and other forms of media;
- j. electronic data (e.g., call logs, email, calendars, contact data, notes, etc.) sent to or from mobile devices (e.g., iPhone, iPad, Android, and Blackberry devices), if a copy of such electronic data is routinely saved elsewhere;
- k. audio file voicemails, to the extent that copies of such voicemail messages are otherwise preserved; and;
- l. structural files not material to individual file contents (e.g., .CSS, .XSL, .XML, .DTD, etc.).

5. If, after entry of this Order, a Party believes that data that would otherwise be preserved pursuant to this Order has been lost, deleted, or destroyed (“Lost Data”) since March 28, 2025, despite taking reasonable steps to preserve that information, that Party shall disclose in writing (a) the date of the event that caused the loss of data, (b) a general description of the Lost Data, and (c) a general description of the events that caused the loss of the data.

6. If any Party that believes that it would be unduly burdensome or disproportionate to the needs of the case to continue preserving a particular type of document or data (“Disputed Data”) otherwise subject to Preservation under this Order, it shall disclose in writing (a) a general description of the volume, type, and location of the Disputed Data, (b) whether the information contained in the Disputed Data can be obtained from other sources that are being preserved subject to this Order, and (c) the factual basis for the Party’s contention that the continued preservation of the Disputed Data would be unduly burdensome or disproportionate to the needs of the case. After

such a disclosure, the Parties shall meet and confer in good faith to resolve any disputes or concerns about whether the Disputed Data should be preserved. Pending the outcome of that meet-and-confer and any motion practice concerning the preservation of the Disputed Data, the disclosing Party shall continue to preserve the Disputed Data.

III. Reservation of Rights

Nothing in this Order shall be construed to affect the relevance, discoverability, or admissibility of evidence. All objections to relevance, discoverability, or admissibility of evidence are maintained and may be asserted at any time. Nor shall anything in this Order be construed to affect any Party's position on the timeliness of Plaintiffs' claims, including any statute of limitations or similar defense. The parties expressly reserve the right to assert those arguments and defenses.

Nothing in this Order shall limit the Parties' ability to meet and confer, as may be necessary, to discuss further modifications or supplements to this Order.

A party may apply to the Court, after having met and conferred with opposing parties, for further instructions regarding the duty to preserve specific categories of documents, data, or tangible things. A party may seek permission from the Court, after having met and conferred with opposing parties, to resume routine business processes relating to the storage or destruction of specific categories of documents, data, or tangible things subject to a preservation obligation under this Order, upon a showing of undue cost, burden, or overbreadth.

SO ORDERED.

Dated: June __, 2026
