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 RESPONSE TO PLAINTIFFS' MOTION FOR LEAVE TO AMEND THE AMENDED AND CONSOLIDATED CLASS ACTION COMPLAINT

Defendant Aetna Inc. ("Aetna Inc.")[1] respectfully submits the following response to Plaintiffs' Motion for Leave to Amend the Amended and Consolidated Class Action Complaint dated July 6, 2026, ECF No. 245 (hereinafter, "Motion").

Although Aetna Inc. does not object to Plaintiffs filing the proposed Second Amended Consolidated Class Action Complaint, it submits this response to correct inaccuracies in Plaintiffs' Memorandum in Support of Motion for Leave to Amend the Amended and Consolidated Class Action Complaint, ECF No. 246 (hereinafter, "Memorandum in Support"), and to preserve its rights to move to dismiss the Second Amended Consolidated Class Action Complaint as to Aetna Inc., and for all other appropriate relief.

Plaintiffs' Memorandum in Support contains two material inaccuracies which Aetna Inc. addresses in this response: First, Plaintiffs assert that certain changes to allegations concerning

[1] Defendant Aetna Inc. provides this response solely on behalf of itself, and not any affiliate or other entity. For the avoidance of doubt, this response is not on behalf of Meritain Health, Inc., an entity that Plaintiffs seek to add as an additional defendant, but which has not been served.

"Commercial Payers" were simply correcting "typographical errors." In fact, Plaintiffs' amendment makes a material change—dropping all allegations that Aetna Inc. ever used Zelis's repricing services. Second, Plaintiffs assert that Aetna Inc. "endorse[d] a proposed allegation" adding Meritain Health, Inc. as an additional defendant. Aetna Inc. did no such thing. These inaccuracies are addressed in turn.[2]

A. Commercial Payer "Refinement"

Plaintiffs suggest that the proposed amendment's "refinement" of certain allegations concerning "Commercial Payers" merely "seek to address minor typographical errors." Mem. in Support at 8-9; *see id.* at 8 (listing these changes under the header "Repairing Limited, Inadvertent Typographical Errors"). This is inaccurate and highly misleading. As the parties' correspondence on this issue makes clear, Plaintiffs' amendment to the "Commercial Payers" language was an attempt to cure Plaintiffs' false allegations that Aetna Inc. used Zelis's repricing tools as part of an alleged conspiracy to depress out-of-network payments in violation of Section 1 of the Sherman Act. *See, e.g.*, ECF No. 39 ("Compl.") ¶¶ 8, 14, 39, 111, 190. Plaintiffs made those allegations almost entirely through group pleading, alleging that Aetna Inc.—along with Defendants The Cigna Group, Elevance Health, Inc., Humana, Inc., and UnitedHealth Group, Inc. (which Plaintiffs called collectively, the "Commercial Payers" or "Commercial Payer Defendants")—"agreed to purchase repricing services from Zelis," "including Zelis's 'Established Reimbursement Schedule' or 'Established Reimbursement Solution' ('ERS') and its 'Reference-Based Pricing' ('RBP') services." Compl. ¶¶ 8, 14. As Aetna Inc. informed Plaintiffs repeatedly, those allegations as to

[2] To be clear, Plaintiffs' Memorandum in Support contains multiple additional inaccuracies, which Aetna Inc. does not address. Aetna Inc.'s silence as to any other statement in the Memorandum in Support should not be construed as agreement with the statement.

Aetna Inc. were false.[3] Aetna Inc. has *never* used the Zelis repricing tools at issue, and a reasonable inquiry by Plaintiffs would have confirmed that.

Aetna Inc. first notified Plaintiffs in July 2025 that it had never used the Zelis repricing tools at issue, when Aetna Inc.'s counsel spoke with Plaintiffs' counsel and informed them of this fact. Ex. A at 1. On August 6, 2025, Aetna Inc.'s counsel wrote to Plaintiff's counsel, again informing them that Aetna Inc. had never used the Zelis repricing tools at issue and asking Plaintiffs to identify the basis for their belief that Aetna Inc. had used those tools. *Id.* at 1-2 & n.1. Plaintiffs refused to identify the basis for their claims or dismiss their claims against Aetna Inc. Ex. B. After the Court denied the motion to dismiss, Aetna Inc. again asked Plaintiffs to identify the factual basis for these allegations as to Aetna Inc. and the inclusion of Aetna Inc. as a named defendant. On April 27, 2026, Aetna Inc. notified Plaintiffs that it had undertaken a further investigation and had confirmed that "to the best of [Aetna Inc.'s] knowledge, Aetna Inc. has not used—nor has it entered into any agreements regarding the use of—Zelis's ERS or RBP products at any time." Ex. C. at 1. Aetna Inc. also disclosed that it had inquired into whether any of its affiliates had used ERS or RBP and that it was aware of just one: Meritain Health, Inc., which "uses Zelis's ERS and/or RBP products on a subset of its claims." *Id.* Because Aetna Inc. "did not engage in the core conduct underlying Plaintiffs' theory of liability," Aetna Inc. asked that Plaintiffs either identify their basis for continuing to maintain their claim against Aetna Inc. or dismiss it from this action. *Id.* at 2.

In May 2026, Aetna Inc.'s counsel spoke with Plaintiffs' counsel again; pursuant to that discussion, Plaintiffs' counsel provided a document purporting to show "claims submitted to

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[3] Aetna Inc. takes no position as to the accuracy of allegations regarding whether other Defendants used ERS or RBP.

Aetna" by Plaintiff Pacific Inpatient Medical Group Inc. ("PIMG") that "were paid by Zelis." Despite making allegations that Aetna Inc. used specific Zelis products in their complaint, Plaintiffs stated in the letter that they "do not yet know the extent of repricing products or services provided by Zelis" but said that the document they attached "demonstrates ***some*** relationship between Aetna and Zelis that we need to explore in discovery." Ex. D. at 1 (emphasis added).

On June 18, 2026, Aetna Inc. explained to Plaintiffs that the document attached in their correspondence reflected Zelis's involvement in payment processing—not claims repricing. Ex. E at 1. Payment processing is an entirely different service than claims repricing and does not underlie Plaintiffs' claims. Aetna Inc. further explained that what the document actually showed was that ***Plaintiff PIMG*** and Zelis had a relationship by which ***Plaintiff PIMG*** contracted for Aetna Inc. to transmit payment through Zelis, not that Aetna Inc. used Zelis's separate repricing services. *Id.* Aetna Inc. also notified Plaintiffs that it had undertaken an investigation of a sample of PIMG claims during the time frame in the payment document and "confirmed" that "***Zelis was not involved in the pricing of the claims in any way***." *Id.* Aetna Inc. again asked that Plaintiffs voluntarily dismiss Aetna Inc. *Id.* at 3.

After Plaintiffs notified Defendants of their intent to seek leave to file an amended complaint, Aetna Inc. emailed Plaintiffs and informed them that Aetna Inc. expected Plaintiffs to remove their allegations regarding Aetna Inc.'s supposed use of Zelis repricing services from any proposed amended complaint. Aetna Inc. informed Plaintiffs that "Failure to do so would violate Rule 11 and Massachusetts Rule of Professional Conduct Rule 3.3. *See* D. Mass Local Rule 83.6.1." Ex. F at 2. In response, Plaintiffs stated that they would amend the complaint to "clarif[y] that a defendant's role as a co-conspirator is not necessarily defined solely by the use of Zelis's ERS or RBP repricing tool" and stated that it did not believe there were any remaining "allegations that Aetna specifically used Zelis's repricing tools ERS or RBP." *Id.* at 1. Aetna Inc. responded by explaining that "as drafted, Aetna Inc. is included within a group of entities that Plaintiffs refer to as 'Commercial Payer Defendants' or 'the Commercial Payers.' And the complaint repeatedly alleges that these entities, including Aetna Inc., used Zelis's repricing tools." *Id.* Aetna Inc. called out specific allegations that needed to be amended to remove the false allegations as to Aetna Inc. *Id.* Plaintiffs then made additional changes to the proposed Second Amended Consolidated Class Action Complaint. *See* Mem. in Support at 8-10.

As the above history of correspondence makes clear, Plaintiffs' statement that their "refinement" of certain allegations concerning "Commercial Payers" merely "seek to address minor typographical errors," *id.* at 8-9, is misleading at best. In reality, the amendment no longer alleges that Aetna Inc. used Zelis's repricing tools—that is, it no longer alleges that Aetna Inc. was involved in the alleged conduct underlying Plaintiffs' claims. Nor was this amendment "minor." *Id.* at 8. Plaintiffs' false allegations about Aetna Inc.'s use of ERS and RBP formed the core basis for Plaintiffs' claims against Aetna Inc. *See* ECF 185 (Mem. and Order on Defs' Mot. to Dismiss, hereinafter "MTD Op.") at 1, 4 (explaining that Plaintiffs' alleged conspiracy accuses Aetna Inc. and the other Defendants of "*using 'repricing' technology solutions* to recommend reimbursement amounts for certain 'out of network' services offered by providers, resulting in suppressed payments to healthcare providers" and that while Plaintiffs "refer[] broadly to a variety of [repricing] technologies and services," their "allegations focus on two tools related to OON benefits," "ERS" and "RBP" (citing Compl. ¶¶ 14, 116-121, 122-127)).

Importantly, in ruling on Defendants' motion to dismiss, the Court approved Plaintiffs' group pleading allegations regarding the "Commercial Payers" only on the ground that Plaintiffs alleged that ***all*** "Commercial Payer Defendants agreed to, and did, use Zelis's repricing tools and share confidential claims data to suppress OON payments to providers, such as Plaintiffs." MTD Op. at 21. The proposed Second Amended Consolidated Class Action Complaint no longer contains any allegation that ***any particular*** Commercial Payer used Zelis's repricing tools. Instead, as amended, the Complaint simply states that "**one or more** Commercial Payers agreed to purchase repricing services from Zelis." Mem. in Support at 9; *see also id.* at 10 (changing allegation that Zelis provides repricing services for all Commercial Payers to "Zelis provides 'repricing' services for **multiple** Commercial Payers.").

In short, the proposed amendment makes material changes to the allegations regarding Aetna Inc.'s conduct. Given these material changes to Plaintiffs' allegations, once Plaintiffs' amendment is docketed, Aetna Inc. expects to file a motion to dismiss the Second Amended Consolidated Class Action Complaint as to Aetna Inc. and/or for other appropriate relief. As Aetna Inc.'s motion will make clear, rather than "minor" or "typographical," the amendment's changes are ***dispositive*** and should result in dismissal.

B. Naming Meritain Health, Inc. as an Additional Defendant.

Plaintiffs' Memorandum in Support asserts that Aetna Inc.'s correspondence was an "endorsement of a proposed allegation" adding Meritain Health, Inc. as a defendant. Mem. in Support at 6. This too is inaccurate and misleading.

As shown by the parties' correspondence, the only statement that Aetna Inc. made to Plaintiffs regarding Meritain was that Aetna Inc. had inquired into whether any of its affiliates have used ERS or RBP and that it was only aware of one, Meritain Health, Inc., which "uses Zelis's ERS and/or RBP products on a subset of its claims." Ex. C. at 1. But Plaintiffs' allegations regarding Meritain Health, Inc. in the Second Amended Consolidated Class Action Complaint are not limited to this limited fact. Instead, Plaintiffs have confusingly added "Meritain" into a new group pleading combining Meritain and Aetna Inc., which together are called "Aetna." *See* ECF

No. 245-1 ¶ 35. Therefore, under the proposed amendment, all allegations regarding Aetna presumably also apply to Meritain. But as Aetna Inc. told Plaintiffs, Aetna Inc. and Meritain had completely different relationships with Zelis, making such group pleadings inappropriate. Aetna Inc. did not "endorse" this false equivalence, and it certainly did not endorse adding Meritain Health, Inc. as an additional defendant.

In any event, Meritain Health, Inc. has not yet been served. If Plaintiffs effectuate service on Meritain Health, Inc., it will have the opportunity to respond to Plaintiffs' allegations.

Dated: July 30, 2026

Respectfully submitted,

/s/ *Tom Ryan*
George A. Borden (#552302)
Jonathan B. Pitt (*pro hac vice*)
Katherine Trefz (*pro hac vice*)
Suzanne Salgado (*pro hac vice*)
Tom Ryan (*pro hac vice*)
Williams and Connolly LLP
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CERTIFICATE OF SERVICE

I hereby certify that, on this 30th 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/ Tom Ryan
Tom Ryan

EXHIBIT A

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EDWARD BENNETT WILLIAMS (1920-1988)
PAUL R. CONNOLLY (1922-1978)

August 6, 2025

Via Email

Jason S. Hartley
Hartley LLP
101 W. Broadway, Suite 820
San Diego, CA 92101

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

Dear Counsel:

I write on behalf of defendant Aetna Inc. to follow up on two issues we raised on our July 16, 2025 phone call.

First, as we noted in the July 16, 2025 phone call, named plaintiff Dr. Ayer is contracted with Aetna, and that contract contains an applicable arbitration agreement. On that call, I noted that we request Dr. Ayer dismiss the claims as to Aetna in light of the arbitration clause, or we will need to file a Motion to Compel Arbitration. I provided the relevant contract to you on July 29. Please let us know by August 8 whether Dr. Ayer will agree to dismiss the claim as to Aetna. Otherwise, as noted, we intend to file a Motion to Compel.

Second, we do not believe that there is a basis to include Aetna in this case at all. The Amended Consolidated Complaint ("ACC") alleges that alleges that "Commercial Payers" conspired to suppress out-of-network benefits by contracting to "reprice" claims using Zelis's Established Reimbursement Solution ("ERS") and Reference Based Pricing ("RBP") solutions since at least 2016. *See* ACC ¶¶ 111-131. As I noted on the July 16 call, we do not believe that ERS and RBP were used with respect to any claims submitted by the named Plaintiffs to Aetna.[1] We believe this presents a serious standing problem for Plaintiffs.

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[1] Based on our investigation to date, we do not believe that Aetna has used the Zelis ERS or RBP programs to reprice any claims.

If Plaintiffs maintain that any of the Plaintiffs submitted claims to Aetna that were paid based on an ERS or RBP repricing recommendation, please identify the basis for that position. To the extent that there is none, we ask that Plaintiffs voluntarily dismiss their claims against Aetna Inc.

Sincerely,

Katie Trefz

cc: Rick Paul
Mary Jane Fait
Kenneith Frost

bcc: BCCNameList

EXHIBIT B

PAUL LLP
TRIAL ATTORNEYS

Rick Paul
Partner

T 816.984.8100
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August 8, 2025

VIA EMAIL: ktrefz@wc.com
Katherine Trefz
Williams & Connolly LLP
680 Maine Avenue SW
Washington, DC 20024

Re: Zelis Cases – Aetna

Dear Katie,

This is in response to your letter dated August 6, 2025.

1. We do not think it is appropriate for Dr. Ayer to dismiss his claims as to Aetna based on the agreement. Arbitration is not implicated here. Dr. Ayer's (and the other named Plaintiffs') claims relate solely to the payments received for the provision of out-of-network ("OON") services to the insurers' subscribers. By definition, out-of-network services are not performed subject to any written agreement with any insurer—much less any agreement containing an arbitration clause. Aetna's agreement with Dr. Ayer governs only the provision of in-network services. Specifically, the arbitration clause on its face excludes application to this case as it explicitly applies to "[a]ny controversy or claim arising out of or relating to this [In-Network] Agreement…". More than that, the arbitration clause further excludes Dr. Ayer's injunctive relief claims here. The arbitration clause Aetna has with Dr. Ayer is inapplicable to the claims he asserts in this case.

2. You claim that Aetna never used Zelis' ERS and RBP tools to reprice any of the claims submitted by the Named Plaintiffs to Aetna "based on your investigation to date." This claim takes an unreasonably narrow view of the allegations in the Complaint detailing the concerted misconduct, Zelis' repricing generally and the illegal sharing of confidential pricing and strategy information. Moreover, this claim also raises numerous evidentiary fact questions that are not appropriate to be resolved on a motion to dismiss.

Plaintiffs, therefore, maintain that their payments were impacted by the whole host of illegal concerted conduct alleged in the Complaint and have standing to bring their claims.

Sincerely,

Rick Paul

cc: Jason Hartley, Esq.
Kenneth Frost, Esq.
Mary Jane Fait, Esq.

EXHIBIT C

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April 27, 2026

Via Email

Jason S. Hartley
Hartley LLP
101 W. Broadway, Suite 820
San Diego, CA 92101

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

Dear Counsel:

I write on behalf of Defendant Aetna Inc. to follow up on our prior discussions and correspondence regarding Aetna Inc.'s inclusion as a named defendant in the above-referenced action.

The Amended Consolidated Complaint alleges that "Commercial Payers" conspired to suppress out-of-network benefits by contracting to "reprice" claims using Zelis's Established Reimbursement Solution ("ERS") and Reference Based Pricing ("RBP") solutions since at least 2016. *See* Am. Compl. ¶¶ 39, 111-131, ECF No. 39. As the Court recognized in its opinion on Defendants' motion to dismiss, Plaintiffs' allegations regarding the use of these tools are the "focus" of Plaintiffs' theory of liability, *i.e.*, that Aetna Inc. 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. 185.

As noted in our July 2025 discussion and my letter dated August 6, 2025, our initial investigation indicated that Aetna Inc. has not "used the Zelis ERS or RBP programs to reprice any claims." We have since undertaken further investigation into this issue. Based on that investigation, we have confirmed that, to the best of our knowledge, Aetna Inc. has not used—nor has it entered into any agreements regarding the use of—Zelis's ERS or RBP products at any time.

We have also inquired as to whether any Aetna affiliates have used—or entered into any agreements regarding the use of—Zelis's ERS or RBP products. We are aware of only one example: Meritain Health, Inc., which uses Zelis's ERS and/or RBP products on a subset of its claims. Meritain Health, Inc. is an independent subsidiary of Aetna Inc.

In short, Aetna Inc. did not engage in the core conduct underlying Plaintiffs' theory of liability. We suspect that Plaintiffs lack a good-faith basis for their allegations to the contrary (and, to date, Plaintiffs have failed to provide one notwithstanding our inquiries). Accordingly, we request that, by May 18, 2026, Plaintiffs either (1) identify their basis for maintaining their claim against Aetna Inc. or (2) voluntarily dismiss Aetna Inc. from this action. Otherwise, Aetna Inc. will consider all available options to protect its interests. We hope that will be unnecessary.

If Plaintiffs would like to discuss this issue by phone, we are available to do so, but request that any such conversation occur no later than May 11, 2026. We look forward to your prompt response.

Sincerely,

Katie Trefz

cc: Rick Paul
Mary Jane Fait
Kenneth Frost

EXHIBIT D

HARTLEY LLP

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May 20, 2026

VIA EMAIL

Katie Trefz
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680 Maine Avenue SW
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ktrefz@wc.com

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

Dear Katie,

Thanks for your time on the phone this week. As we mentioned, attached is an example of claims submitted to Aetna that were paid by Zelis. This demonstrates some relationship between Aetna and Zelis that we need to explore in discovery. To address some of the other assertions in your April 27, 2026 letter, we pointed out on the call that our conspiracy allegations are not limited to the use of Zelis's RBP or ERS repricing tools. We do not yet know the extent of repricing products or services provided by Zelis. Moreover, the Court sustained our allegations of a horizontal conspiracy that included both Zelis and Aetna along with the other commercial payers. Zelis's role as the paying entity for Aetna claims, demonstrated by the attached payment records, suggests that commercially sensitive payment rates and other pricing information was shared by Aetna with Zelis. Plaintiffs are not in a position to dismiss Aetna outside of a settlement agreement. If Aetna is interested in discussing an early settlement, we are open to that possibility.

Very truly yours,

Jason Hartley

Attachment

EXHIBIT E

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June 18, 2026

Via Email

Jason S. Hartley
Hartley LLP
101 W. Broadway, Suite 820
San Diego, CA 92101

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

Dear Counsel:

I write on behalf of Defendant Aetna Inc. to follow up on our prior discussions and correspondence regarding Aetna Inc.'s inclusion as a named defendant in the above-referenced action.

We have repeatedly informed Plaintiffs that there is no good-faith basis to maintain their claims against Aetna Inc. because Aetna Inc. did not engage in the conduct underlying Plaintiffs' theory of liability—that is, repricing claims through Zelis's Established Reimbursement Solution ("ERS") and Reference Based Pricing ("RBP") products. On our recent meet and confer, you represented to us that Plaintiffs had information showing Zelis was in fact involved in repricing claims for Aetna Inc., and you agreed to provide that information.

On May 20, 2026, you provided us a portion of a document that you characterized as showing Zelis's involvement with pricing of Aetna claims. The document shows no such thing. As your client is no doubt aware, Zelis provides payment processing services to providers that "[c]onsolidate" the "electronic payments and remittance[s]" that they receive from various "payers in[to] a single platform." *See Zelis Payments Network for providers,* Zelis, https://www.zelis.com/providers/provider-payments-2/. The document you provided clearly relates to such payment processing—it shows only that ***your client*** and Zelis have a relationship by which ***your client*** contracted to have Aetna Inc. transmit payment through Zelis—not that ***Aetna Inc.*** used Zelis's repricing services. Nevertheless, in an effort to put this issue to bed, we have investigated a sample of claims submitted to Aetna by Pacific Inpatient Medical Group Inc in the time frame identified in the document and confirmed with our client that ***Zelis was not involved in the pricing of the claims in any way***.

In short, this document does not provide a good-faith basis to allege that "Aetna . . . entered into one or more OON repricing agreements with Zelis, issued one or more OON payments to Providers performing out-of-network healthcare services at payment levels below competitive amounts, and participated in the conspiracy, committed or omitted acts, and/or made statements in furtherance of, and is a member of, the Zelis Conspiracy." Am. Compl. ¶ 39, ECF No. 39. And it certainly provides no basis to allege that Aetna Inc. conspired to suppress out-of-network benefits by contracting to "reprice" claims using Zelis's ERS or RBP solutions since at least 2016. *See* Am. Compl. ¶¶ 39, 111-131.

Indeed, despite the allegations above, your letter now admits that Plaintiffs "do not yet know the extent of repricing products or services provided by Zelis" and that the document you included simply "demonstrates ***some relationship*** between Aetna and Zelis ***that we need to explore in discovery***." Even putting aside the fact that the document demonstrates only that your client—not Aetna—has "some relationship" with Zelis, that type of "fishing expedition is forbidden by Rule 11." *See, e.g.*, *In re Initial Pub. Offering Sec. Litig.*, 241 F. Supp. 2d 281, 326 n.46 (S.D.N.Y. 2003). By alleging that Aetna Inc. "entered into one or more OON repricing agreements with Zelis" and that Aetna Inc. "participated in the conspiracy, committed or omitted acts, and/or made statements in furtherance of, and is a member of, the Zelis Conspiracy," Am. Compl. ¶ 39, you specifically certified to the Court that "to the best of [your] knowledge, information, and belief, formed after an inquiry reasonable under the circumstances . . . the factual contentions have evidentiary support," Fed. R. Civ. P. 11(b).[1] While Rule 11 allows some leeway for allegations requiring discovery, the attorney must "specifically so identif[y]" that such allegations "will likely have evidentiary support after a reasonable opportunity for further investigation or discovery." Fed. R. Civ. P. 11(b)(3). There is no such identification of such claims here, nor could there be. And the document you provided provides no basis to conclude that discovery into such allegations "will likely have evidentiary support." As discussed above, had you made any inquiry with your client regarding the document at issue, you would have learned that this document only shows that ***your client*** has "some relationship" with Zelis as a ***payment processer***—not, as you suggest, that Aetna Inc. and Zelis have any relationship regarding "repricing services" or "delegated [] pricing roles and responsibilities to Zelis" as the Complaint alleges. Am. Compl. ¶¶ 111-137.

Perhaps recognizing the lack of support for any repricing-based claim, your letter appears to pivot exclusively to an allegation of information sharing. You state that the letter provides an "example of claims submitted to Aetna that were paid by Zelis" and that "Zelis's role as the paying entity for Aetna claims, demonstrated by the attached payment records, suggests that commercially sensitive payment rates and other pricing information was shared by Aetna with Zelis." But again,

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[1] And even if Plaintiffs had made a reasonable pre-filing inquiry, Rule 11 imposes a "continuing duty" on counsel, so Plaintiffs "cannot ignore" subsequent "facts [that] come to their attention . . . indicat[ing] their earlier reliance was misplaced." *See, e.g.*, *Arkansas Tchr. Ret. Sys. v. State St. Bank & Tr. Co.,* 512 F. Supp. 3d 196, 247 (D. Mass. 2020) (citation omitted).

the document shows only that you client agreed to use Zelis's payment processing for payments from Aetna—it cannot support any information-sharing allegations.

Accordingly, we demand that, by July 2, 2026, Plaintiffs voluntarily dismiss Aetna Inc. from this action. Otherwise, Aetna Inc. will consider all available options to protect its interests under the Federal Rules of Civil Procedure, including seeking sanctions and other appropriate relief under Rule 11 or pursuing summary judgment under Rule 56. We hope that will be unnecessary.

Sincerely,

Katie Trefz

cc: Rick Paul
Mary Jane Fait
Kenneth Frost

EXHIBIT F

From: Ryan, Thomas
Sent: Monday, July 6, 2026 12:51 PM
To: 'Jason Hartley' <hartley@hartleyllp.com>; Trefz, Katherine <KTrefz@wc.com>
Cc: Pitt, Jonathan <JPitt@wc.com>; Kenneth Frost <frost@hartleyllp.com>; rick@paulllp.com; Haley Hawn <haley@paulllp.com>; maryjane@paulllp.com
Subject: RE: In re Zelis / Aetna Inc.

Counsel,

Thank you for the update. We appreciate Plaintiffs' clarification that they no longer intend to allege that Aetna Inc. used Zelis's repricing tools. However, the most recent draft of the SACCAC that Plaintiffs circulated to Defendants still contains a number of allegations to that effect.

First, the inclusion of Aetna in Paragraph 42 of the SACCAC still suggests that Plaintiffs are alleging Aetna entered into "one or more OON agreements with Zelis." The ***addition*** of the highlighted allegations does not make clear that Plaintiffs actually intend to ***remove*** allegations against Aetna. Plaintiffs must remove Aetna from Paragraph 42 and limit the allegations regarding Aetna to those that Plaintiffs believe they have a good faith basis to allege.

Second, as drafted, Aetna Inc. is included within a group of entities that Plaintiffs refer to as "Commercial Payer Defendants" or "the Commercial Payers." SACCAC at 1-2. And the complaint repeatedly alleges that these entities, including Aetna Inc., used Zelis's repricing tools. Specifically:

- SACCAC ¶¶ 8, 14: "Commercial Payers" "agreed to purchase repricing services from Zelis," "including Zelis's 'Established Reimbursement Schedule' or 'Established Reimbursement Solution' ('ERS') and its 'Reference-Based Pricing' ('RBP') services."
- SACCAC ¶ 114: "Zelis provides 'repricing' services for Commercial Payers."
- SACCAC ¶ 138: "Commercial Payers delegate pricing authority for OON claims to Zelis and, accordingly, relinquish discretion over Zelis's OON repricing amounts as part of their repricing contracts with Zelis."
- SACCAC ¶ 193: "Zelis's repriced amounts are applied by the Commercial Payors through Zelis to medical and dental services performed on an OON basis, regardless of the specific test or procedure involved."

Plaintiffs must remove Aetna from the defined terms "Commercial Payers" or "Commercial Payer Defendants" or must otherwise adjust the allegations identified above to make clear that these allegations do not relate to Aetna Inc. and Plaintiffs no longer allege that Aetna Inc. has used Zelis's repricing tools.

Best,
Tom

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From: Jason Hartley <hartley@hartleyllp.com>
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Subject: Re: In re Zelis / Aetna Inc.

Dear Counsel,

It appears you either ignored or didn't read our letter which noted, among many other things, that we lack any evidence at all substantiating your representations regarding Aetna. That said, we have decided to amend Paragraph 42 of the SACCAC we forwarded as reflected in the following highlight:

Aetna, Cigna, Elevance, Humana, UnitedHealth, and other PPO insurers have each entered into one or more OON agreements with Zelis, issued or delivered one or more OON payments to Providers performing out-of-network healthcare services at payment levels below competitive amounts, shared proprietary, confidential, competitively-sensitive information regarding claims, pricing, and contractual information to horizontal competitors, surrendered its pricing authority to a third party and/or otherwise participated in the conspiracy, committed or omitted acts, and/or made statements in furtherance of, and is a member of, the Zelis Conspiracy.

This amendment clarifies that a defendant's role as a co-conspirator is not necessarily defined solely by the use of Zelis's ERS or RBP repricing tool alone. We do not see any other allegations that Aetna specifically used Zelis's repricing tools ERS or RBP, even though that representation has not yet been verified and we intend to explore it in discovery.

Jason S. Hartley

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San Diego, CA 92101
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From: "Ryan, Thomas" <TRyan@wc.com>
Date: Thursday, July 2, 2026 at 11:14 AM
To: Jason Hartley <hartley@hartleyllp.com>, "Trefz, Katherine" <KTrefz@wc.com>
Cc: "Pitt, Jonathan" <JPitt@wc.com>, Kenneth Frost <frost@hartleyllp.com>, Rick Paul <rick@paulllp.com>, Haley Hawn <haley@paulllp.com>, "maryjane@paulllp.com" <maryjane@paulllp.com>
Subject: RE: In re Zelis / Aetna Inc.

Counsel,

We are in receipt of your receipt of your June 29 letter and will respond in due course.

We write regarding a related issue: Plaintiffs recently informed Defendants that they intend to seek leave to file an amended complaint in this matter. As we've repeatedly informed you, Aetna Inc. has never used Zelis's out-of-network repricing tools, including Zelis's ERS or RBP solutions. And, to date, Plaintiffs have failed to identify any good-faith basis for alleging otherwise. Accordingly, we expect Plaintiffs to remove their allegations regarding Aetna Inc.'s supposed use of these tools from any proposed amended complaint. Failure to do so would violate Rule 11 and Massachusetts Rule of Professional Conduct Rule 3.3. *See* D. Mass Local Rule 83.6.1.

Aetna continues to reserve all rights and available options to protect its interests under the Federal Rules of Civil Procedure or otherwise.

Best,
Tom

Tom W. Ryan
Williams & Connolly LLP
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he, him, his

From: Jason Hartley <hartley@hartleyllp.com>
Sent: Monday, June 29, 2026 11:07 AM
To: Ryan, Thomas <TRyan@wc.com>; Trefz, Katherine <KTrefz@wc.com>
Cc: Pitt, Jonathan <JPitt@wc.com>; Kenneth Frost <frost@hartleyllp.com>; rick@paulllp.com; Haley Hawn <haley@paulllp.com>; maryjane@paulllp.com
Subject: Re: In re Zelis / Aetna Inc.

Counsel,

Please see the attached letter.

Jason S. Hartley

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From: "Ryan, Thomas" <TRyan@wc.com>
Date: Thursday, June 18, 2026 at 12:34 PM
To: Jason Hartley <hartley@hartleyllp.com>, "Trefz, Katherine" <KTrefz@wc.com>
Cc: "Pitt, Jonathan" <JPitt@wc.com>, Kenneth Frost <frost@hartleyllp.com>, Rick Paul <rick@paulllp.com>, Haley Hawn <haley@paulllp.com>, "maryjane@paulllp.com" <maryjane@paulllp.com>
Subject: RE: In re Zelis / Aetna Inc.

Jason,

Please see the attached correspondence.

Best,
Tom

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From: Jason Hartley <hartley@hartleyllp.com>

Sent: Friday, May 29, 2026 1:21 PM
To: Ryan, Thomas <TRyan@wc.com>; Trefz, Katherine <KTrefz@wc.com>
Cc: Pitt, Jonathan <JPitt@wc.com>; Kenneth Frost <frost@hartleyllp.com>; rick@paulllp.com; Haley Hawn <haley@paulllp.com>; maryjane@paulllp.com
Subject: Re: In re Zelis / Aetna Inc.

Yes. Here they are.

Jason S. Hartley

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Date: Friday, May 29, 2026 at 10:11 AM
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Cc: "Pitt, Jonathan" <JPitt@wc.com>, Kenneth Frost <frost@hartleyllp.com>, Rick Paul <rick@paulllp.com>, Haley Hawn <haley@paulllp.com>, "maryjane@paulllp.com" <maryjane@paulllp.com>
Subject: RE: In re Zelis / Aetna Inc.

Jason,

We are investigating the information you provided in your letter. In order to locate the claims you identified, our client needs the field headings which are redacted below:

Detailed Transaction Summary By Payer

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Can you please send us a version of this with those field headings unredacted?

Best,
Tom

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From: Jason Hartley <hartley@hartleyllp.com>
Sent: Wednesday, May 20, 2026 11:08 AM
To: Trefz, Katherine <KTrefz@wc.com>
Cc: Pitt, Jonathan <JPitt@wc.com>; Ryan, Thomas <TRyan@wc.com>; Kenneth Frost <frost@hartleyllp.com>; rick@paulllp.com; Haley Hawn <haley@paulllp.com>; maryjane@paulllp.com
Subject: Re: In re Zelis / Aetna Inc.

Dear Katie,

Please see the attached letter.

Jason S. Hartley

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Cc: "Pitt, Jonathan" <JPitt@wc.com>, "Ryan, Thomas" <TRyan@wc.com>

Subject: In re Zelis / Aetna Inc.

Counsel,

Please see the attached letter.

Thanks,
Katie

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