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File Number:

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VIA ELECTRONIC DELIVERY AND COURT FILING

The Honorable Katharine H. Parker
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, Room 750
New York, New York 10007

Re: *United States of America v. Anthem, Inc.*, 1:20-cv-02593-ALC-KHP

Dear Judge Parker:

We write to provide defendant Anthem Inc.'s ("Anthem") position on the disputes identified in Plaintiff's letter (Dkt. 533). Anthem respectfully asks the Court to (i) direct Plaintiff to revise its Second Set of Interrogatories (the "Second Interrogatories", Ex. A) to comply with the Court's limit of 35 interrogatories per side, and direct the parties to meet and confer regarding any further disputes; and (ii) deny Plaintiff's effort to expand the scope of discovery beyond what the Court directed with respect to Plaintiff's Request for Production ("RFP") 7-5.

I. Plaintiff Has Served Far More Interrogatories Than It Is Permitted, and the Interrogatories Are Objectionable for Numerous Other Reasons

Plaintiff seeks Court intervention concerning Anthem's responses to Plaintiff's Second Interrogatories. As detailed below, this dispute is not ripe and there are areas that the parties could potentially resolve through a good faith meet-and-confer effort. That has not happened.

The parties exchanged interrogatories and Requests For Admission ("RFAs") on May 1, 2026 and, after Plaintiff sought four extensions, served their responses to this discovery on June 24, 2026. The next day, Plaintiff informed Anthem that it intended to seek position statements regarding Anthem's responses, despite the fact that the parties had not had any meet and confer. Anthem suggested the parties first meet and confer before requesting position statements, particularly where Anthem had serious concerns regarding Plaintiff's discovery responses (including the fact that Plaintiff had flatly objected and refused to respond to at least 160 of Anthem's RFAs) that would likely need to be brought to the Court. Plaintiff refused.

After submitting its position statement request to the Court on June 26, the parties had one meet and confer discussion on Monday, June 29 (Plaintiff scheduled the call for 30 minutes). While the parties only had time to address five of Anthem's interrogatory responses, Anthem's explanation of its objections led Plaintiff to withdraw or revise five of its interrogatories (including three that had been discussed on the call) on Tuesday, June 30. Thus, even this short discussion

confirms that (i) Anthem's objections were valid, (ii) disputes could be resolved by the parties and (iii) it is premature at this point to seek the Court's intervention before the meet and confer process runs its course. This is the same course that will have to be run for all other discovery responses served on June 24, 2026.

Nevertheless, where Plaintiff insists on bringing this dispute to the Court now, Anthem respectfully submits that the Court should deny Plaintiff's motion because (i) Plaintiff, in contravention of established precedent in this district, served dozens of interrogatories more than it is allowed; and (ii) many individual interrogatories are deficient based on numerous additional objections, including overbreadth, proportionality, vagueness, and failure to comply with Local Rule 33.3. Anthem therefore requests that the Court order the parties to meet and confer regarding Anthem's objections (as well as the parties' other discovery responses) and bring any remaining disputes to the Court in advance of the August case management conference.

A. Plaintiff Cannot Evade the Court's 35-Interrogatory Limit by Disguising Dozens of Additional Interrogatories as Subparts

1. Plaintiff Has Served Dozens of Interrogatories Beyond What Is Permitted

The Court limited each party to 35 interrogatories. *See* Case Management Plan (Dkt. 84). While Plaintiff ostensibly served 23 numbered interrogatories in total, the vast majority contain distinct subparts that address separate subjects and make separate demands that, in effect, require Anthem to answer multiple separate questions for each interrogatory. Even a conservative count of Plaintiff's interrogatories, when including these subparts, totals dozens more than the limit.

As courts have clearly stated, parties cannot combine numerous separate inquiries into a single umbrella interrogatory for purposes of interrogatory limts. Instead, "'[i]nterrogatory subparts are to be counted as discrete subparts if they are not logically or factually subsumed within and necessarily related to the primary question. If the first question can be answered fully and completely without answering the second question, then the second question is totally independent of the first and not factually subsumed within and necessarily related to the primary question.'" *Rouviere v. DePuy Orthopaedics, Inc.*, 2020 WL 1080775, at *2 n.2 (S.D.N.Y. Mar. 7, 2020) (quoting *Cramer v. Fedco Auto. Components Co.*, 2004 WL 1574691, at *4 (W.D.N.Y. May 26, 2004)); *see Yong Biao Ji v. Aily Foot Relax Station Inc.*, 2021 WL 1930362, at *5 (S.D.N.Y. May 12, 2021) (interrogatory subparts are "separate questions for purposes of Rule 33"); *Yang v. Fei*, 2025 WL 2294586, *7 (S.D.N.Y. Aug. 8, 2025) (Parker, M.J.) (denying motion to compel interrogatory responses where "it is clear they are not consistent with Rule 33 insofar as they are in counterparts, causing them to constitute far more than the presumptive 25 limit").

Here, Plaintiff included subparts to many of its interrogatories that asked separate and distinct questions from each other, many of which require Anthem to prepare dozens of individual responses. Because so many of Plaintiff's interrogatories are deficient in this way, Anthem cannot describe them all in the space available. To give just some examples:

- In a single interrogatory (**Interrogatory No. 3**), Plaintiff demands that Anthem:
    - identify every discussion, proposal, plan, analysis, or decision regarding either "Look

Both Ways Chart Review" or "Claims Validation" (two separate processes); and
  - identify the participants, substance, disposition, decisionmakers, and Bates numbers of all related documents to these separate processes.
  - This interrogatory requires separate responses for at least three separate identified communications and likely would require dozens of additional responses beyond those.

- **Interrogatory No. 13** demands that Anthem state all material facts on which Anthem bases each of the thirteen separate affirmative defenses in its Answer.

- **Interrogatory No. 14** demands that Anthem "[s]tate all material facts and identify by Bates number all documents that Anthem contends supports" five different assertions, including "each annual Risk Adjustment Attestation Anthem submitted during the Relevant Period was 'accurate, complete, and truthful.'" Plaintiff defines the "Relevant Period" as "January 1, 2010 through the present." Thus this one part of a single interrogatory seeks information about 16 different attestations and the distinct diagnosis codes to which they relate.

- **Interrogatory No. 15** demands that Anthem:
  - Separately identify, for ***every*** diagnosis code Anthem submitted over a 16-year period that was the subject of a "Look Both Ways Chart Review" and that Anthem determined had not been identified by its own chart review coders a variety of information (beneficiary number, date of service, diagnosis code, and contract number);
  - out of the set of codes identified from the analysis above, identify which of those Anthem determined it was not able to verify from the relevant medical records and were thus potentially unsupported;
  - include in this analysis any diagnosis codes Anthem determined were unlikely to be verified from such reviews;
  - for the codes resulting from the above analysis, investigate and determine whether Anthem submitted a deletion of those codes in CMS's RAPS data system, or separately whether it submitted a deletion to CMS's EDS data system; and
  - identify all analyses, calculations, estimates, or projections that Anthem conducted that may show the financial impact of submitting deletions to CMS of such diagnosis codes.

- **Interrogatory No. 22** demands that Anthem:

  - identify the Beneficiary identifier (HICN/MBI), date of service, ICD code, and contract number of every diagnosis code Anthem deleted from RAPS on the ground that it was unsupported;
  - identify that same information for every diagnosis code that Anthem deleted in a separate data system (EDS);
  - the dates on which Anthem concluded (from separate audits, investigations, or reports) that each diagnosis code was unsupported;
  - the source of the medical record documentation that was reviewed and whether that medical record constituted the complete clinical documentation for that patient;
  - the date on which Anthem included the diagnosis code in a delete file;
  - and the date on which Anthem actually submitted the deletion to CMS.

These are not single interrogatories. Instead, each of the subparts require separate inquiries that must be answered independently from each other, and improperly constitute separate interrogatories styled as a single request. They are also just examples of a tactic that permeate Plaintiff's interrogatories. This approach is plainly improper and the distinct subparts must be counted towards the 35-interrogatory limit. For that reason, Anthem objected to each interrogatory on this basis (along with other specific objections that are addressed below).

2. Plaintiff Has Effectively Conceded It Exceeded the 35-Interrogatory Limit

After Plaintiff sought permission for position statements, the parties held a short meet and confer and Anthem was able to explain its concerns regarding five of the interrogatories. Following that meet and confer, Plaintiff rewrote or withdrew five of its interrogatories, including ***three of the five*** interrogatories the parties discussed. This included No. 13 described above (which Plaintiff withdrew fully) and No. 14 (which Plaintiff has now split into five separate interrogatories). Plaintiff's acknowledgement of these flaws highlights how premature this dispute is and the necessity for a complete meet and confer before disputes are brought to the Court. Many of Plaintiff's interrogatories suffer from the same flaws as those described above and the parties should meet and confer to address their multiple subparts to determine what 33 unique interrogatories Anthem should actually evaluate for this discovery.[1]

B. Plaintiff's Interrogatories are Objectionable on Multiple Additional Grounds

The excessive number of Plaintiff's interrogatories is a threshold issue, but it is not the only basis for Anthem's objections. Many of Plaintiff's interrogatories do not comply with Local Civil Rule 33.3, and are overbroad, vague and ambiguous, and disproportionate to the needs of this case. For example, many of them (*see, e.g.*, Interrogatory Nos. 4-5, 7-11) seek "all related documents not already produced," which on their face seek information more practicably obtained through document discovery in violation of Local Rule 33.3. *See* L.R. 33.3(b) (interrogatories not seeking threshold discovery information may be served absent a court order only "if they are a more practical method of obtaining the information sought than a [RFP] or a deposition"); *see also Winfield v. City of New York*, 2018 WL 2277838, at *2 (S.D.N.Y. May 18, 2018) (Parker, M.J.) ("The Local Rule reflects the prevailing view in this District that interrogatories are often burdensome and not as effective as other methods of obtaining information in discovery.").

Plaintiff's interrogatories are improper for several additional reasons. For example, Interrogatory No. 11 demands that Anthem identify "every instance during the Relevant Period in which any Anthem employee, officer, director, Vendor, or consultant became aware that one or more Diagnosis Codes that Anthem had previously submitted to CMS were, or may be, Unsupported" and then asks Anthem to identify (a) the date, (b) the individuals with such awareness, (c) the basis for the awareness, (d) all action Anthem took in response, (e) the Bates number of all related documents, and (f) all related documents not already produced," running from "January 1, 2010 through the present." Along with containing numerous subparts and demanding documents in violation of Local Rule 33.3, a meet and confer on this demand must address its vague and ambiguous terms, its overbroad scope (including the 16-year period of the current demand), the burden that would be required to respond to it, and ways to narrow the inquiry

[1] Plaintiff has previously served two interrogatories, which Anthem has already answered.

to ensure that it is proportional to the needs of the case. This is just one example of many.

Plaintiff has an obligation to serve interrogatories that are specific, intelligible, and narrowly tailored for the case. *See Ritchie Risk-Linked Strategies Trading (Ireland), Ltd. v. Coventry First LLC*, 273 F.R.D. 367, 369 (S.D.N.Y. 2010) ("Defendants' requests, insofar as they seek every fact, every piece of evidence, every witness, and every application of law to fact . . . supporting the identified allegations, are overly broad and unduly burdensome."). Anthem is prepared to provide substantive responses to 33 interrogatories that meet that standard. Rather than engage in interrogatory-by-interrogatory review at the July conference that the parties have not even conducted, Anthem requests that Plaintiff identify 33 discrete interrogatories for Anthem to answer (taking into account subparts) and the parties can meet and confer regarding further objections to those interrogatories. The parties can then bring any disputes to the Court if necessary.

II. Despite Previous Representations to the Court Limiting the Scope of RFP 7-5, Plaintiff Now Seeks Additional Information

RFP 7-5 seeks the final version of a so-called "looking both ways" policy shown to an Anthem deponent (Angele White). At the May 20, 2026 case management conference, Plaintiff told the Court that it was only seeking a *"single policy"* in response to this RFP. *See* Tr. 23:17-29 ("We showed her a draft version of the policy in the deposition. What we're asking for is the final version ***of that document***."); Tr. 27:23-28:1 ("It's a single policy, so we're not requiring—if the Court's order is ***just a single policy***, that wouldn't require a custodial search through emails . . . ."). The Court, similarly, ordered Anthem to search for *a single document*. *See* Tr. 27:8-13 ("So what I'm going to order is that if there is a final policy up to and including the date of the publication of the first such policy—just the first such policy, not subsequent iterations—a final version of that, that's it. That's more than sufficient for—it's not—***assuming the only one document***, and that satisfies the need for the government."); *see also* May 20, 2026 Order (Dkt. 516) at 5 (referring to a single "draft policy" and "corresponding final policy, if one exists").

Anthem agreed to search for the policy shown to Ms. White (the "Requested Policy").[2] But Plaintiff now insists that Anthem search for several different additional documents, insisting that these new documents are somehow collectively the "policy" to which it had been referring. Plaintiff's bases this merely on the fact that they were once attached to the same email. But they are separate. The policy that Plaintiff referred to at the conference was a policy regarding "looking both ways" activities, and the additional documents include a separate draft policy, with its own policy title and number (the "Second Policy") as well as a draft "protocol" that, according to the email attaching the documents, was contemplated as a potential attachment to the Second Policy.

Regardless, this dispute is largely moot because Anthem has long ago produced the Second Policy's final version. That final version does not include any version of the draft protocol, nor is there reason to believe the draft protocol was ever finalized. Plaintiff nevertheless demands that Anthem search for a final version of the draft protocol. This goes beyond what it sought at the prior hearing and has transformed its request into a demand for a different document. Anthem should not be required to engage in yet another hunt for a document under such circumstances.

[2] In fact, Anthem has since investigated this issue and, based on a diligent search and reasonable inquiry, determined that the draft policy in question was not finalized.

Dated: July 1, 2026

Respectfully submitted,

By: */s/ James A. Bowman*

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Exhibit A

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, Plaintiff, v. ANTHEM, INC., Defendant.	No. 20 Civ. 2593 (ALC) (KHP)

PLAINTIFF UNITED STATES OF AMERICA'S
SECOND SET OF INTERROGATORIES

PLEASE TAKE NOTICE that, pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff United States of America (the "Government"), by its attorney, Jay Clayton, United States Attorney for the Southern District of New York, hereby requests that Defendant Anthem, Inc. ("Anthem") answer under oath the following written interrogatories, separately and fully in writing.

PLEASE TAKE FURTHER NOTICE that, pursuant to Fed. R. Civ. P. 26(e)(1)(A), Anthem is under a duty to supplement its responses to the interrogatories if Anthem discovers that

in some material respect the information disclosed is incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the Government during the discovery process or in writing.

DEFINITIONS

All defined terms used herein shall have the same meaning as the definitions set forth in the Government's Second Set of Requests for Production ("Second Set of RFPs") to Anthem, served on Anthem on May 16, 2023, as modified by any agreements between the Government and Anthem during the parties' meet and confers, with the exception of the following terms which are not defined in the Second Set of RFPs.

1. "Claims Validation" means a process for validating that any Diagnoses submitted by Anthem to CMS for Risk Adjustment are supported by medical record documentation.

2. "Unsupported" with respect to a Diagnosis Code means either: (i) the medical condition was not coded according to the International Classification of Diseases ("ICD") Clinical Modification Guidelines for Coding and Reporting (ICD-9-CM and ICD-10-CM); or (ii) the Diagnosis Code was not documented in the Beneficiary's Chart.

3. "Verscend" means Cotiviti, Inc., and all of its successors, predecessors, subsidiaries, affiliates, branches, divisions, groups, business units, business segments, operations, parent organizations, plants, and any joint ventures of which it was or is a part, and each of its present or former officers, directors, employees, representatives, and agents, acting or purporting to act on its behalf, whether or not acting within the proper scope of his or her actual authority, including but not limited to MediConnect Global, Inc., Verscend Technologies, Inc., and Verisk Health.

INSTRUCTIONS

1. Except where otherwise noted, these interrogatories require production of all information from January 1, 2010, through present (the "Relevant Period"), that is responsive to one or more of the requests below.

2. In responding to the interrogatories, You must include in Your answer all information in Your possession, custody, or control, regardless of location and regardless of whether such information is held by You, Your agents, principals, employees, representatives, or any other person acting on Your behalf.

3. If any part of the interrogatories cannot be answered in full, please answer to the extent possible, specify the reasons for the inability to answer the remainder, and state whatever information, knowledge or approximate estimates You have concerning the unanswered portion.

4. Pursuant to Rule 26 of the Federal Rules of Civil Procedure, the interrogatories shall be deemed to be continuing until and during the course of trial. Include in any such supplemental responses the date upon which and the manner in which such further or different information came to your attention.

5. If You object to any interrogatory (or any subpart thereof) on the ground of privilege, including the work product doctrine, You must provide the information required by Local Rule 26.2(a). If You assert privilege as to only part of an RFA or interrogatory, You must respond fully to the remaining portions.

INTERROGATORIES

1. For each year of the Relevant Period, state the total Risk Adjustment Payments that Anthem received from CMS attributable to Diagnosis Codes that Anthem identified in Anthem's

Chart Review Program, and identify the methodology and data sources used to calculate that figure.

2. Identify and describe every financial or revenue-impact analysis prepared by or for Anthem during the Relevant Period concerning: (a) the implementation of a Look Both Ways Chart Review; (b) the potential Deletion of previously submitted Diagnosis Codes; or (c) the financial impact of CMS's 2014 Proposed Rule. For each, state: (i) the date; (ii) the individuals who prepared or contributed to the analysis, and the recipients; (iii) the methodology and data sources used; and (iv) the conclusions reached, including any quantification of Risk Adjustment Payments that Anthem estimated it would lose, forgo, or be required to return.

3. Identify and describe every internal Anthem discussion, proposal, plan, pilot, analysis, or decision relating to a Look Both Ways Chart Review or Claims Validation. For each, state (a) the date; (b) the participants; (c) the substance; (d) the disposition (*e.g.*, adopted, rejected, deferred); (e) the decisionmaker(s); and (f) the Bates number(s) of all related documents. Your response should include, without limitation, the January 2014 communications among Matt Cogdill and Camie Welch (ANTHEM_SDNY_00188553); the March 2014 email thread "RE: A Few Questions" (ANTHEM_SDNY_00174993–94); and the April 2014 communications referenced in Deposition Exhibit 2137 (ANTHEM_SDNY_00078200).

4. State all reasons why Anthem decided to implement a Chart Review that Looked Both Ways in or around 2018, including (a) the dates of all meetings, analyses, or communications leading to that decision; (b) the participants; (c) the ultimate decisionmaker(s); (d) the Bates numbers of all related documents; and (e) all related documents not already produced.

5. Identify each Anthem officer, executive, employee, or agent who exercised decision-making authority relating to the decision not to submit Deletion files to RAPS or EDS for

the Diagnosis Codes that Anthem identified through Anthem's Chart Review Program that Looked Both Ways (including the analyses reflected in ANTHEM_DOJ_00017771). For each, state (a) the date(s) of their participation; (b) their role; (c) the Bates numbers of all related documents; and (d) all related documents not already produced.

6. For each annual Risk Adjustment Attestation that Anthem submitted to CMS, describe all processes by which Anthem certified the accuracy, completeness, and truthfulness of the underlying Diagnosis Codes, including: (a) every step taken by or at the direction of the certifying officer prior to signing; (b) every Anthem employee, department, or vendor consulted; (c) every document, report, or analysis reviewed; (d) every sub-certification, written representation, or oral assurance received by the certifying officer; and (e) the Bates numbers of all related documents.

7. Identify every instance during the Relevant Period in which any Anthem employee, officer, director, Vendor, or consultant became aware that one or more Diagnosis Codes that Anthem had previously submitted to CMS were, or may be, Unsupported. For each, state: (a) the date; (b) the individual(s) with such awareness; (c) the basis for that awareness; (d) all action Anthem took in response; (e) the Bates numbers of all related documents; and (f) all related documents not already produced.

8. Identify and describe all action that Anthem took in response to the November 2012 email from Camie Welch (ANTHEM_DOJ_00041298) stating that "we also know that physicians do not always code accurately" and identifying "the assignment of improper dx [diagnosis] codes" as one of the "[c]ommon errors," including any investigation, audit, policy change, training, deletion of Diagnosis Codes, communication with CMS, or other corrective action, and identify by Bates number all related documents and any related documents not already produced.

9. Identify each person (including any Anthem officer, employee, director, agent, Vendor, consultant, or outside advisor) whom Anthem contends subjectively believed at any time during the Relevant Period that the principle of "actuarial equivalence" or the "fee for service adjuster" relieved Anthem of any obligation to Delete from RAPS or EDS Diagnosis Codes Anthem knew were or may be Unsupported. For each, state (a) when the person formed or expressed that belief; (b) the basis for Anthem's contention; (c) the Bates numbers of all related documents; and (d) all related documents not already produced.

10. Identify every opinion, regulatory analysis, CMS communication, consultant report, memorandum, training material, or other written or oral advice or guidance on which Anthem has relied, in whole or in part, to support any contention by Anthem that "actuarial equivalence" or the "fee for service adjuster" justified any decision not to Delete Unsupported Diagnosis Codes from RAPS or EDS. For each, state (a) the author; (b) the date; (c) the recipient(s); (d) the substance; (e) the Bates numbers of the document; and (f) all related documents not already produced.

11. Identify, by Beneficiary identifier (HICN/MBI), date of service, ICD code, and contract number, every Diagnosis Code that Anthem submitted to CMS for Risk Adjustment Payment during the Relevant Period that Anthem knew was or may be Unsupported, but that Anthem nevertheless did not submit for Deletion from RAPS and/or EDS in reliance, in whole or in part, on the principle of "actuarial equivalence." For each, state (a) when Anthem decided not to submit the Diagnosis Code for Deletion; (b) the Anthem officer, employee, or agent who made or approved that decision; (c) the basis for Anthem's belief that the code was, or may be, Unsupported; (d) the Bates number(s) of all related documents; and (e) all related documents not already produced.

12. State when Anthem contends the 60-day period under 42 U.S.C. § 1320a-7k(d)(2) and 42 C.F.R. § 422.326 begins for reporting and returning a Medicare overpayment.

13. State all material facts on which Anthem bases each affirmative defense pleaded in its Answer to the Amended Complaint (ECF No. 26). For each defense, state (a) every fact supporting the defense; (b) every Anthem employee, officer, director, agent, Vendor, consultant, or outside advisor with knowledge of those facts; (c) the Bates numbers of all supporting documents; and (d) all related documents not already produced.

14. State all material facts and identify by Bates number all documents that Anthem contends support each of the following assertions: (a) Anthem's failure to Delete Diagnosis Codes previously submitted to CMS but not identified in Anthem's Chart Review Program complied with 42 C.F.R. §§ 422.310, 422.504(l), and 422.503(b)(4)(vi); (b) each annual Risk Adjustment Attestation Anthem submitted during the Relevant Period was "accurate, complete, and truthful" based on Anthem's "best knowledge, information, and belief"; (c) Anthem complied with its obligation under its EDI Agreements to "research and correct risk adjustment data discrepancies"; (d) Anthem had no obligation under 42 U.S.C. § 1320a-7k(d) or 42 C.F.R. § 422.326 to report and return overpayments based on Diagnosis Codes that Anthem's Chart Review Program failed to identify; and (e) Anthem's agreement in its annual contracts with CMS to operate its Medicare Advantage plans "in compliance with the requirements of [] applicable Federal statutes, regulations, and policies."

15. Identify, by Beneficiary identifier (HICN/MBI), date of service, ICD code, and contract number: (i) every Diagnosis Code Anthem submitted to CMS for Risk Adjustment Payment during the Relevant Period that, based on performing a Look Both Ways Chart Review, Anthem identified as not having been recorded by Anthem's Chart Review Program's coders; (ii)

out of that set of Diagnosis Codes, those that Anthem determined it was unable to verify or unlikely to be verified by medical records and thus constituted potentially Unsupported Diagnosis Codes, as defined in Anthem's correspondence to CMS, including which Diagnosis Codes Anthem concluded it was unable to verify and which Diagnosis Codes it determined were unlikely to be verified; and (c) for each, state whether Anthem submitted a Deletion to RAPS and/or EDS, and if not, why not; and (d) identify all analyses, calculations, estimates, or projections reflecting the financial impact of submitting (or having submitted) Deletions for such Diagnosis Codes.

16. Identify all trainings relating to Risk Adjustment provided to the following current or former Anthem employees: (a) Camie Welch; (b) Angele White; (c) Brian Cogdill; (d) Eric Cahow; (e) Evan Hetu; (f) Kimberly Bresnan; (g) Patricia Cabrera; (h) Robert King; and (i) Joell Keim.

17. Identify all Anthem policies relating to Risk Adjustment overpayments or the Deletion of Diagnosis Codes, including, but not limited to policy # RA107 entitled "Risk Adjustments Overpayments." For each policy, identify the effective date and policy number.

18. Identify and describe all actions (if any) taken by Anthem in response to Angele White's email to Eric Cahow, dated December 1, 2016 (ANTHEM_SDNY_00154381).

19. Describe all medical records reviewed by Anthem employees relating to the Diagnosis Codes identified on: ANTHEM_SDNY_00185032–33 before Camie Welch wrote, on February 12, 2013, "Yes, we need to delete"; and on ANTHEM_SDNY_00078792 before Patricia Cabrera wrote, "this should be deleted," and Matt Cogdill responded, "Agreed, delete all the HCC 1's for this person."

20. Describe all actions (if any) taken by Anthem in response to the statement "Which I actually believe we should be," as set forth on ANTHEM_SDNY_R_00145233 in the Anthem document titled "WLP 2015 MA and Part D Rule Comment Grid_1 2014 (1.30.14)".

21. Identify and describe all analyses, efforts, or studies undertaken by Anthem to determine whether it was feasible or operationally possible to compare the results of Anthem's Chart Review Program against claims previously submitted by Anthem to CMS in order to identify whether Diagnosis Codes previously submitted by Anthem to CMS had not been identified by coders as part of Anthem's Chart Review Program (*i.e.*, to "compare the data against claims" as set forth in the testimony of Camie Welch, Tr. 269:1-2).

22. Identify, by Beneficiary identifier (HICN/MBI), date of service, ICD code, and contract number, every Diagnosis Code Anthem deleted from RAPS or EDS on the basis that it was Unsupported; the date on which Anthem determined that the Diagnosis Code was Unsupported; the source of the medical record documentation reviewed and whether that medical record constituted the complete clinical documentation for that patient; the date on which Anthem included the diagnosis code in a "delete file," *see* ANTHEM_SDNY_00206555, and the date on which Anthem actually submitted the deletion to CMS.

23. Identify every Anthem subsidiary, affiliate, or entity acquired by Anthem that, at any time during the Relevant Period, operated, implemented, or piloted a Claims Validation or a Chart Review that Looked Both Ways. For each such entity, state: (a) the name of the entity and its corporate relationship to Anthem; (b) the contract(s) under which the entity offered Medicare Advantage coverage; (c) the dates during which the Claims Validation or Chart Review that Looked Both Ways was in effect; and (d) whether the program resulted in the Deletion of Diagnosis Codes from RAPS and/or EDS, and if so, the volume of Diagnosis Codes Deleted and

the corresponding Risk Adjustment Payments returned to CMS; and (e) why such a program was implemented at the subsidiary, affiliate, or entity acquired by Anthem but not at Anthem during the same period.

Dated: May 1, 2026
New York, New York

JAY CLAYTON
United States Attorney for the
Southern District of New York
Attorney for the United States of America

By: */s/ Adam Gitlin*
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CERTIFICATE OF SERVICE

I, Adam Gitlin, an Assistant United States Attorney for the Southern District of New York, hereby certify that on May 1, 2026, I caused a copy of the foregoing United States of America's Second Set of Interrogatories to Anthem, Inc. to be served by electronic mail upon Anthem's counsel.

By: */s/ Adam Gitlin*

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