Proskauer Rose LLP 1001 Pennsylvania Avenue, NW Suite 600 South Washington, DC 20004-2533

July 16, 2026

Colin R. Kass
202.416.6890
ckass@proskauer.com

Re: U.S. v. NYP, 26-cv-2480 (S.D.N.Y.)[1]

Dear Judge Engelmayer,

NYP seeks an order compelling compliance with its June 8, 2026 subpoenas to Aetna, Inc. and Aetna Health Inc. In the five weeks since service, Aetna has not produced or even offered to produce a single document, provided organization charts, or engaged in any custodian discussions. Instead, it propounded a litany of boilerplate objections to *every* request.

Because discovery from Aetna is critical, this Court should overrule Aetna's objections and enter a two-step order. *First*, within seven days, Aetna should produce documents sufficient to identify the employees involved in provider contracting, network and plan benefit design, and competitive or financial analysis, so that NYP can promptly identify up to 15 individuals for a proper custodian search. *Second*, within 60 days, Aetna should produce documents responsive to the subpoena from those custodians and any other centralized database or repository.

A. Discovery From Aetna (and the Other Four Dominant Insurers) is Critical.

This case has the potential to dismantle the longstanding relationship between healthcare providers and insurers. Having pursued its campaign against two providers in smaller markets, the DOJ now trains its sights on the nation's largest healthcare market: New York City and its environs, where five "dominant" insurers control patient access through a complex array of plan benefit penalties and incentives. Cmplt. ¶ 26; *U.S. v. Anthem, Inc.*, 16-cv-01493, ECF 1 ¶ 6 (D.D.C. July 21, 2016). Insurers' power to steer – power that the DOJ now seeks to *enhance* – gives insurers, in the DOJ's own words, a "demonstrated ability to exercise that power by … raising [insurance] prices, [and] restricting [provider] output." *U.S. v. Blue Cross Blue Shield of Michigan*, 10-cv-14155, ECF 1 ¶ 34 (E.D. Mich. Oct. 18, 2010).

Indeed, the provision DOJ now challenges *in this case* is actually a weapon wielded by insurers, including *Aetna*, to exploit their monopsony power. As the DOJ once noted, "Aetna's All Products clause" enables it to "depress … reimbursement rates …, likely leading to a reduction in quantity or degradation in the quality of provider services." *U.S. v. Aetna, Inc.*, 99-cv-1398, ECF 1 ¶ 32-33 (N.D. Tex. June 21, 1999).

The importance of insurer discovery to *every element* of the DOJ's case cannot be overstated. The DOJ alleged a market spanning 50 to 60 hospitals across New York City, and the competitive dynamics of that market — steering, network design, plan benefits, reimbursement negotiations, and the use of the challenged provisions across competing providers — play out primarily in insurers' files. The DOJ is not a market participant. NYP, as a single provider, has visibility only into its own contracts and its own negotiations. In contrast, the five dominant

[1] Unless otherwise noted, all emphasis added, internal citation and quotation marks omitted, and capitalizations and punctuation conformed without brackets. NYP certifies that it met and conferred with Aetna via Zoom on July 13, 2026, after exchanging several letters, but was not successful in resolving the dispute. *See* Exs. 3-5.

insurers are the sole repositories of the market-wide information this case requires. That renders discovery from them indispensable.

This Court already recognized as much. At the Initial Case Management Conference, the Court noted that insurer discovery is going to be a "big deal" because it goes to the central question of "who's driving the bus here, which is to say who is the source of the provision at issue? Is this being driven by New York Presbyterian? Is it being driven by New York Presbyterian and like hospitals? Is it being driven by the insurance industry or otherwise?" June 25, 2026 Hrg. Tr. 30-32. Answering that question, the Court observed, is like "essentially doing some archeology on the course of negotiations and dealings in what amount[s] to five different chapters."

B. Aetna Refused to Identify Custodians or Produce a Single Document.

Consistent with the importance of insurer discovery, NYP served a subpoena seeking documents tracking the allegations of the Complaint and the issues raised by NYP's detailed Answer: steering; network and plan benefit design; Aetna's contractual relationships with NYP and other competing providers; its monopsony or bargaining power; and its reimbursement rates. Ex. 1. This is core information similar in nature to the information the DOJ now seeks in its later-served, follow-on subpoena, underscoring the importance of this discovery. *See* Ex. 6.

On June 22, 2026, Aetna served its Objections to the subpoena. Ex. 2. Aetna did not offer to produce a single document in response to any of NYP's 75 requests. The chart below sets out the topics NYP sought and Aetna's uniform refusal to produce:

- Organization Structure and Relevant Employees (*Section A, RFPs 1-2*).
- Health Plans and Networks (*Section B, RFPs 3-4*)
- Steering, Anti-Steering, or Network Placement (*Section C, RFPs 5-17*).
- The Interplay Between Plan Benefits, Network Design, Provider Volume, and Member or Customer Demand Satisfaction (*Section D, RFPs 18-21*).
- Designated-Provider Programs (*Section E, RFPs 22-24*).
- Insurer or Provider Bundling or Cross-Subsidization. (*Section F, RFPs 25-26*).
- Stage One and Stage Two Price Competition. (*Section G, RFPs 27-29*).
- Contractual Relationship with NYP. (*Section H, RFPs 30-37*).
- Contractual Relationships with Competing Providers (*Section I, RFPs 38-41*).
- Limited Provider Networks or Plans (*Sections J, RFPs 42-43*).
- Insurer Bargaining and Competitive Position (*Section K, RFPs 44-48*).
- Reimbursement Rates (*Section L, RFPs 49-52*).
- Financial Statements, Board Materials, and Reports (*Section M, RFPs 53-55*).
- Geographic Scope of Competing Health Plans, Providers, and Network Adequacy. (*Section N, RFPs 56-58*).
- Marketing Materials re Network Design and Premiums (*Section O, RFPs 59-61*).
- Structured Data (*Section P*, RFPs 62-66)
- DOJ and Lobbying Materials Relating to NYP (*Section Q, RFP 67-68*).
- Steering Suits and Investigations (*Section R, RFPs 69-70*).
- Insurer Monopsony Power Suits and Investigations (*Section S, RFP 71-73*).
- Specific Competitive Episodes. (*Section T, RFPs 74-75*).

Aetna Offers of Production

RFP	Offer	RFP	Offer	RFP	Offer	RFP	Offer	RFP	Offer
1	X	16	X	31	X	46	X	61	X
2	X	17	X	32	X	47	X	62	X
3	X	18	X	33	X	48	X	63	X
4	X	19	X	34	X	49	X	64	X
5	X	20	X	35	X	50	X	65	X
6	X	21	X	36	X	51	X	66	X
7	X	22	X	37	X	52	X	67	X
8	X	23	X	38	X	53	X	68	X
9	X	24	X	39	X	54	X	69	X
10	X	25	X	40	X	55	X	70	X
11	X	26	X	41	X	56	X	71	X
12	X	27	X	42	X	57	X	72	X
13	X	28	X	43	X	58	X	73	X
14	X	29	X	44	X	59	X	74	X
15	X	30	X	45	X	60	X	75	X

Legend: "X" denotes RFPs where Aetna made no offer of production. Pink shading reflects an offer to "meet and confer," but with no proposal or counteroffer.

Aetna's response was instead just a litany of boilerplate objections asserting that every request was irrelevant, "overly broad," "disproportionate to the needs of the case" and "unduly burdensome." Because Aetna certainly possesses discoverable information, its objections do not comply with FRCP 34(b)(2)(C), which requires it to state "whether any responsive materials are being withheld on the basis of [each] objection," and provides that an "objection to part of a request must specify the part and permit inspection of the rest."

On July 7th, NYP asked Aetna to cure this deficiency; to provide information needed for a productive discussion about custodians and scope of search; and to share any "proposals [it has] for limiting any RFPs for which [it may be] willing to engage in some production." Ex. 4.

On the parties' July 13th Zoom conference, Aetna confirmed its refusal to produce any documents. *First*, it argued that NYP's subpoena asks for "every document" in Aetna's files. Of course, the subpoena does no such thing, but, based on that hyperbole, Aetna refused to engage in further discussion unless NYP withdrew its current requests and identified a handful of documents that were "most important." *Second*, Aetna reiterated its refusal to produce basic information about its structure or employee organization, preventing the parties from engaging in any discussion about custodians or databases. *Third*, while Aetna indicated in its objections that it was "willing to meet and confer" as to 14 requests, on the meet and confer, it offered *nothing* as to those 14 or the other 61 requests.

During the meet and confer, Aetna only raised two issues. *First*, Aetna objected that certain requests seek information beyond the DOJ's alleged Manhattan and Four Boroughs markets. That objection ignores both the pleadings and Aetna's own conduct. NYP's Answer squarely contests DOJ's market definition, and Aetna uses the challenged provisions in all types of markets and with all types of providers—a fact central to NYP's defense. In any event, *most* of NYP's requests are limited to New York City and the surrounding area, or to specifically identified competitors. The handful of RFPs that reach further are focused on Aetna's general contracting and network strategies, including its use of the challenged provisions. Any burden with respect to these requests is best handled through custodian and relational database identification, not arbitrary responsiveness cut-offs.

Second, Aetna objected that 5 out of the 75 requests are not date-restricted. Those five requests seek documents relating to Aetna's use of the All Products provision, its agreements and negotiations with NYP, and its agreements and negotiations with Competing Providers. Understanding the genesis and use of these provisions, who asked for them, what purpose they serve, and what effect they have on the market requires, as this Court noted, some historical archeology. Records, of course, may or may not exist. But any burden is best managed by custodian and data systems identification, not arbitrary date cut-offs.

C. The Court Should Order Compliance with the Subpoena.

Aetna's refusal to produce any documents – or even to share the information needed to define the scope of search – has left NYP with no choice but to seek the Court's intervention. Accordingly, NYP respectfully requests that the Court overrule Aetna's objections, require Aetna to produce its organization information within seven days, and compel Aetna to produce documents within the scope of the search (consisting of up to 15 custodians) within 60 days.

Respectfully submitted,

/s *Colin R. Kass*

CERTIFICATE OF SERVICE

I certify that I will cause the foregoing document and all attachments to be served on counsel for Aetna, Inc. and Aetna Health Inc. via e-mail on July 16, 2026.

/s/ *Colin R. Kass*

EXHIBIT 1

UNITED STATES DISTRICT COURT

for the

Southern District of New York

United States of America
Plaintiff
v.
The New York and Presbyterian Hospital
Defendant

Civil Action No. 26-cv-02480

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Aetna Inc. c/o CT Corporation System
67 Burnside Ave., East Hartford, CT 06108
(Name of person to whom this subpoena is directed)

☑ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit A

Place: 151 Farmington Ave. Hartford, CT 06156	Date and Time: 06/19/2026 11:59 pm

☐ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/05/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Vinay Kohli
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Defendant The New York and Presbyterian Hospital, who issues or requests this subpoena, are:

Vinay Kohli, 2029 Century Park East, Suite 2400, Los Angeles, CA 90076, vkohli@proskauer.com, 310-284-5695

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 26-cv-02480

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named person as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, Plaintiff, v. THE NEW YORK AND PRESBYTERIAN HOSPITAL, Defendant.	1:26-cv-02480 Hon. Paul A. Engelmayer, USDJ Hon. Ona T. Wang, USMJ

EXHIBIT A

I. SUBPOENA SPECIFICATIONS

A. Documents Relating to Your Organizational Structure and Relevant Employees.

1. ***Corporate Structure***. Documents sufficient to identify your corporate structure, including all direct and indirect parents, subsidiaries, and affiliates, and to show the business purposes and activities of each. For purposes of this request, "affiliate" means any entity in which you hold a 20% or greater ownership interest, a board seat, a general-partner interest, or an LLC membership interest, and includes any entity through which you do business in the relevant area.

2. ***Relevant Personnel***. Organizational charts and documents sufficient to identify your (i) officers; (ii) directors; (iii) all employees responsible for provider contracting, network design, plan benefit design, competitive analyses, or financial analysis for each year during the relevant period; and (iv) all proposed custodians, their direct superior, and their direct reports.

B. Documents Relating to Your Health Plans and Networks.

3. ***Health Plans Offered***. Documents sufficient to identify each health plan you have offered, sold, marketed, or considered offering in the relevant area during the relevant period, including for each: (i) the network composition (including all in-network and out-of-network providers); (ii) the tiering structure, if any; (iii) the plan benefit design (including deductibles, copays, coinsurance, out-of-pocket maximums, and any site-of-service or designated-provider incentives); (iv) the premiums, capitation rates, or other payments received from employers, members, government payors, or others; (v) enrollment and member counts by year during the relevant period.

4. ***Your Provider Networks***. Documents sufficient to identify each provider network you have created, operated, or used in connection with any health plan in the relevant area during the

relevant period, including for each: (i) the network name and identifier; (ii) the geographic scope; (iii) the included providers (and any tiered or designated-provider designations); (iv) the dates the network was operational; and (v) the health plans that used the network.

C. Documents Relating to Steering, Anti-Steering, or Network Placement Provisions.

5. ***Provider Placement Decisions***. All documents relating to any decision to designate a hospital provider in the relevant area as an in-network provider, out-of-network provider, preferred provider, or non-preferred provider.

6. ***Network Design Documents***. All documents relating to network design, including the effects of network design on reimbursement rates, plan benefits, and health plan features.

7. ***Steering***. All documents relating to steering, network placement provisions, or plan benefit designs to influence or affect the hospital providers patients use for care.

8. ***Contracting and Steering Strategy Documents***. All documents relating to any competitive or business strategy concerning hospital provider contracting, network placement, steering, anti-steering provisions, or leakage.

9. ***The All Products Provision***. All documents regardless of date relating to the origin, drafting, negotiation or modification of any All Products provision in any contract with any provider, including hospital and non-hospital providers.

10. ***Network Placement or Volume Discounts***. All documents relating to any actual or proposed reimbursement rates, rate concessions, discounts, or other consideration offered or received in exchange for volume, network placement, steering, or plan benefit provision or commitment.

11. ***Other Relevant Contract Provisions***. All documents relating to the use or consideration of contract-term-length, termination, liquidated-damages, volume guarantees, make-whole, or non-renewal provisions as a substitute for, or complement to, any network placement, steering, or anti-steering provision.

12. ***Contracting Policies, Playbooks, and Models***. All policies, practices, procedures, contracting manuals, playbooks, model contract language, or redline libraries addressing provider contracting practices, steering, All Products provisions, or network placement provisions.

13. ***Contract Harmonization***. All documents relating to any effort to standardize, harmonize, or maintain consistency across your provider contracts in the relevant area with respect to network placement, steering, anti-steering, or All Products provisions.

14. ***Cross-Provider Contracting Spillover***. All documents relating to how changes to a hospital provider contract (including any network placement, steering, All Products, or rate provision) may affect your contracts, negotiations, or network design with any other hospital provider in the relevant area.

15. ***Provider Volume Effects***. All documents relating to the effect on hospital providers in the relevant area of volume, network placement decisions, steering, network exclusion, or contract termination or non-renewal, including effects on provider economics, profits, finances, unit costs, capacity utilization, scale economies, recovery of fixed or incremental costs, or willingness to offer rate concessions or volume-based discounts.

16. ***Allocation of Provider Volume***. All documents relating to the share, allocation, or distribution of patient volume, utilization, or spending in the relevant area among providers in or out of any network, including any analysis of how network design, network placement provisions, plan benefit design, or steering may affect such shares.

17. ***Provider Network Complaints***. All documents relating to any complaint, objection, or concern raised by any employer, plan sponsor, union, or regulator regarding network design, network placement provisions, steering, or the availability of limited networks or plans in the relevant area.

D. Documents Relating to the Interplay between Plan Benefits, Network Design, Provider Volume, and Member or Customer Demand or Satisfaction.

18. ***Network Design Membership Effects***. All documents relating to the effect of network design or steering on competition for health plan members and customers, including (i) any tradeoffs between broad and limited provider networks or plans, or (ii) the effects of network design or steering on your market share, member enrollment, retention, or satisfaction.

19. ***Members' Network Preferences***. All documents relating to health plan member or customer preferences concerning provider network breadth, provider selection, limited provider networks or plans or budget conscious plans, or steerage, including any responsive market research, surveys, or focus groups.

20. ***Steering Efficacy***. All documents relating to the effects, effectiveness, leakage, or limits of plan benefit design or network design on patient steering, provider selection, or shifts in patient volume among providers.

21. ***Plan Benefits Features and Tradeoffs***. All documents relating to or comparing the advantages, disadvantages, or tradeoffs between any plan benefit design features, including any responsive analyses of deductibles, copays, coinsurance, out-of-pocket maximums, policy limits, exclusions, prior authorization or approval requirements, or other network design attributes.

E. Documents Relating to Designated-Provider Programs.

22. ***DPPs***. All documents relating to the design or operation of any Designated-Provider Program, including any analysis for cost, rates, volume, quality, or other criteria used to designate a provider for inclusion in the program.

23. ***DPP Steering***. All documents relating to the use or potential effect of any Designated-Provider Programs to steer patients, shift volume among providers, or reduce costs or rates,

including any analysis of cost savings, rate differentials, steerage, or volume effects relating to such programs.

24. ***Non-Quality-Based DPP Exclusions***. All documents relating to the exclusion, down-grade, or de-designation of any provider in the relevant area from a Designated-Provider Program for any reason other than quality of care or patient outcomes.

F. Documents Relating to Insurer or Provider Bundling or Cross-Subsidization Across Health Plans, Services, or Facilities.

25. ***Bundling Benefits***. All documents relating to bundled or multi-product or service contracting with providers, or bundled or multi-product offerings across your own plans, products, or lines of business, including responsive documents discussing (i) the advantages or disadvantages of bundled or multi-service, facility, or plan contracting (ii) the use of such bundling to reduce costs, spread fixed costs, enable cross-subsidization, support integrated delivery, facilitate efficient contracting, or otherwise create value.

26. ***Bundling Bargaining Power***. All documents relating to bundled or multi-product or service contracting with providers, or bundled or multi-product offerings across your own plans, products, or lines of business, to obtain, preserve, or enhance bargaining leverage or favorable contracting terms with any provider.

G. Stage One and Stage Two Price Competition.

27. ***Two Stage Competition Documents***. All documents relating to your understanding of, analysis of, or strategy concerning the two-stage structure of competition in healthcare, including (i) competition among providers for inclusion in or favorable placement within a network, network tier, or designated-provider program (stage one competition); and (ii) competition among in-network providers for patient volume at the point of care (stage two competition).

28. ***Stage Two Price Competition***. All documents relating to price competition among in-network providers or providers within the same network tier, including (i) the existence of price competition for members among such providers; (ii) your efforts to encourage price competition among such providers.

29. ***The Effect of Plan Benefits on Stage Two Price Competition.*** All documents relating to the effect of any plan benefit feature on price competition among providers or member price-sensitivity in the selection of providers, including (i) whether the feature encourages or discourages such provider price competition or member price sensitivity; (ii) your efforts to utilize or select plan benefits that maximize or maintain provider price competition or member price sensitivity; (iii) whether the feature constitutes an incentive or a penalty, or is discriminatory; (iv) any analysis of whether the feature is proportional to, or cost-justified based on, provider cost differentials; (v) whether the feature encourages or discourages care; and (vi) any trade-offs between encouraging price sensitivity and encouraging or discouraging care.

H. Documents Relating to Your Contractual Relationship with NYP

30. ***NYP Agreements***. All contracts, agreements, and understandings, regardless of date, between you and NYP, including amendments, exhibits, schedules, side letters, term sheets, binding or non-binding letters of intent, and written memorializations (including emails) of oral understandings.

31. ***NYP Negotiations***. All documents, regardless of date, relating to contractual negotiations between you and NYP, including (i) responsive communications with NYP; (ii) responsive internal analyses and assessments; (iii) any responsive pre-negotiation strategy materials, negotiation playbooks, BATNA or walk-away analyses, and post-negotiation debriefs; and (iv) responsive drafts, redlines, term sheets, and proposals.

32. ***NYP Contract Disputes***. All documents relating to any contractual disputes with NYP, including any disagreements concerning the interpretation or meaning of, or compliance with, any provision. This request excludes disputes over specific individual claims, except to the extent it relates to disputes concerning network participation or coverage as an in-network provider.

33. ***NYP Network Participation***. All documents relating to NYP's actual or potential inclusion or placement in any network, network tier, limited provider network or plan, or designated-provider program, including (i) any communications with NYP; (ii) any communications with any third party; and (iii) internal analyses, assessments, or planning documents.

34. ***NYP Network Exclusion***. All documents relating to the NYP's actual or potential exclusion or demotion from any network, network tier, limited provider network or plan, or designated-provider program, including (i) consideration of whether to exclude or demote NYP; (ii) the effects of any actual or potential exclusion or demotion on you, your health plan members or customers, or other providers; (iii) any contingency or preparation planning concerning such exclusion or demotion; and (iv) all actual or draft communications with health plan members or customers, other providers, regulators, or the public concerning such exclusion or demotion.

35. ***NYP Rate Analysis***. All documents analyzing NYP, or comparing NYP to other providers, with respect to rates, total cost of care, volume, market share, profits, margins, medical loss ratios, member enrollment, retention, or satisfaction; premiums, or health plan costs or prices.

36. ***NYP Quality Analysis***. All documents relating to NYP's quality, reputation, or other non-price attributes, including any analysis of how those attributes affect health plan member or customer demand or satisfaction.

37. ***Contracting Personnel Communications***. All documents relating to communications between you, on the one hand, and Dov Schwartzben, Bill Gold, Steve Corwin, Brian Donnely, Lauren Marino, or Avraham Munk, on the other, including responsive (i) text messages; (ii) written memorializations of any communications; and (iii) any talking points or outlines relating to actual or planned discussions.

I. Documents Relating to Your Contractual Relationship with Competing Providers.

38. ***Competing Provider Agreements***. All contracts, agreements, and understandings, regardless of date, between you and any competing providers, including amendments, exhibits, schedules, side letters, term sheets, binding or non-binding letters of intent, and written memorializations (including emails) of oral understandings.

39. ***Competing Provider Negotiations***. All documents, regardless of date, relating to contractual negotiations between you and competing providers, including (i) responsive communications with such providers; (ii) internal analyses and assessments; (iii) any responsive pre-negotiation strategy materials, negotiation playbooks, BATNA or walk-away analyses, and post-negotiation debriefs; and (iv) responsive drafts, redlines, term sheets, and proposals.

40. ***Competing Provider Network Inclusion or Exclusion***. All documents relating to any competing provider's inclusion, exclusion, or placement in any network, network tier, limited provider network or plan, or designated-provider program, including (i) any responsive communications with such providers; (ii) any responsive communications with any third party; and (iii) responsive internal analyses, assessments, or planning documents.

41. ***Competing Provider NYP Communications***. All documents relating to any communications with any competing provider referencing or concerning NYP.

J. Documents Relating to Your Consideration of any Limited Provider Network or Plan.

42. ***LPNPs***. All documents relating to the creation, development, consideration, discontinuation, rejection, or modification of any limited provider network or plan in the relevant area, including (i) any communications with providers; (ii) any communications with health plan members or customers; (iii) any internal analyses, strategic planning documents, or competitive assessments; (iv) any customer surveys, studies, or focus groups; and (v) any financial models, budgets, or projections.

43. ***LPNP Effects***. All documents relating to any actual or potential effects of any limited provider network plan on (i) enrollment, including cannibalization of other plans; (ii) rates, cost of care, medical loss ratios, profits, or margins; (iii) volume, share, or negotiation leverage with respect to included or excluded providers; (iv) premiums, pricing, or competitive position relative to your other plans or plans by other insurers or payors; (v) member utilization or satisfaction.

K. Documents Relating to Insurer Bargaining and Competitive Position.

44. ***Insurer Competition***. All documents relating to competition with other insurers, including documents relating to (i) the identity and competitive significance of any of your competitors; (ii) market shares or market concentration in any market or market segment in the relevant area; (iii) market power; (iv) competition for health plan members or

customers; (v) competition for providers; (vi) competitive strategies; and (vii) comparisons, including strengths or weakness, between you and any competitor.

45. ***Competitive Bidding***. All documents relating to your competitive bidding or competitive performance in the sale of health plans in the relevant area, including (i) win/loss reports, trackers, post-mortems, or analyses; and (ii) the identity of each customer or prospect, the date of the bid or competitive engagement, the products considered, the outcome, the competing health plans involved, and the stated or inferred reasons for the outcome.

46. ***Single and Two-Sided Network Effects***. All documents relating to existence, operation, magnitude, or competitive significance of network effects, scale advantages, feedback loops, flywheels, or two-sided market dynamics, including any documents concerning (i) the relationship between membership volume and the ability to attract providers or negotiate more favorable rates; (ii) the relationship between provider network breadth or make-up and the ability to attract health plan members or customers; or (iii) how changes affecting providers may directly or indirectly impact members, or vice versa.

47. ***Insurer Bargaining Strengths, Power, and Leverage***. All documents relating to bargaining or negotiating strengths, power, or leverage vis-à-vis any provider, including any assessment of your status as a "must-have," "essential," or otherwise significant payor; any assessment of a provider's ability or willingness to terminate, go out-of-network, or operate without your network; and any assessment of the share of a provider's patient volume, revenue, or commercial revenue attributable to you.

48. ***Buyside Market Power***. All documents relating to any allegation, assertion, or statement that you or any other insurer in the relevant area or nationally, individually or collectively, possess large or dominant market shares, market power, monopoly power, monopsony power, bargaining leverage, or negotiation leverage.

L. Documents Relating to Reimbursement Rates

49. ***Rate Modeling and Analyses***. All documents relating to your rate setting, rate modeling, rate benchmarking, rate analysis, or rate comparisons with respect to NYP or any competing provider.

50. ***Rate Strategies***. All documents relating to your strategies, plans, or considerations for reducing, controlling, or limiting your medical loss ratio, total cost of care, or unit prices paid to providers.

51. ***Rate Financial Effects***. All documents relating to the impact of NYP's or any competing provider's rates on health plan premiums, medical loss ratios, margins, profits, or rate filings for any service line or line of business.

52. ***Rate Pass-Through***. All documents relating to your retention, capture, pass-through, or sharing of any savings achieved from lower provider rates or steering, including documents showing how such savings are allocated among you and your health plan members or customers.

M. Financial Data and Information

53. ***Financial Statements***. All audited and unaudited financial statements, annual reports, 10-K and 10-Q filings, statutory financial filings, investor presentations, earnings call transcripts, analyst day presentations, rating agency communications, or bond offering materials relating to NYP; provider contracting; profits and losses; cost of care; competition nationally or in the relevant area; plan design; network design; steering; or provider rates, medical loss ratios, premiums, enrollment, retention, or market share for any health plan offered in the relevant area.

54. ***Board Materials***. All board or board committee materials or minutes relating to NYP; provider contracting; profits and losses; cost of care; competition nationally or in the relevant area; plan design; network design; steering; or provider rates, medical loss ratios, premiums, enrollment, retention, or market share for any health plan offered in the relevant area.

55. ***Regularly Prepared Reports***. All regularly prepared monthly, quarterly, and annual management financial reports discussing NYP; provider contracting; profits and losses; cost of care; competition nationally or in the relevant area; plan design; network design; steering; or provider rates, medical loss ratios, premiums, enrollment, retention, or market share for any health plan offered in the relevant area.

N. Geographic Markets.

56. ***Health Plan Geographic Markets***. All documents relating to the geographic area in which you compete for the sale of health plans, including (i) any analysis of member residence, employer location, or the geographic distribution of covered lives; (ii) any analysis of where you do or could compete for members, customers, employers, plan sponsors, or unions; (iii) any geographic definition used in rate filings, regulatory submissions, or competitive assessments; and (iv) any analysis of geographic barriers to entry or expansion.

57. ***Competing Provider Geographic Markets***. All documents relating to the geographic areas in which any competing provider competes, including (i) any analysis of patient origin, patient flow, catchment areas, or hospital service areas; (ii) any analysis of where members travel or could travel to receive healthcare services; and (iii) any diversion, substitution, or closest-substitute analysis with respect to any healthcare provider.

58. ***Network Adequacy Assessments***. All documents relating to network adequacy with respect to any health plan, product, or network offered in the relevant area, including (i) network adequacy filings and submissions to any regulator; (ii) internal assessments of network adequacy compliance, including time-and-distance, appointment-availability, and provider-to-member-ratio analyses; (iii) gap analyses, remediation plans, or waiver or variance requests; (iv) the role of any healthcare provider, including NYP, in meeting network adequacy standards; and (v) the network adequacy implications of any actual or potential network change, including the addition, exclusion, demotion, or termination of any provider.

O. Marketing Materials re Network Design or Premiums.

59. ***Marketing Materials***. All marketing, promotional, advertising, and sales materials concerning any health plan or product offered in the relevant area, including materials describing or promoting (i) provider network breadth, choice, or access; (ii) any specific healthcare provider, including NYP; (iii) any limited provider network, narrow network, HMO, or similar product; (iv) any designated-provider program; or (v) cost, premium, or out-of-pocket savings associated with network design.

60. ***Member and Customer Network Communications***. All communications with health plan members or customers in the relevant area concerning network composition, inclusion or exclusion of any healthcare provider, network changes, steering, or designated-provider programs.

61. ***Network Messaging Strategies***. All documents relating to your messaging strategy, brand positioning, member research, customer research, focus groups, or surveys concerning provider networks, network breadth, provider choice, access to specific providers, or the value of broad or limited networks.

P. Structured Data

62. ***Database Identification***. Documents sufficient to identify and describe each structured data system you maintain that contains information relating to members, providers, claims, contracts, networks, plans, products, rates, enrollment, utilization, or financial performance, including for each such system (i) its name, purpose, and data dictionary or schema; (ii) the time period for which data is accessible; (iii) the identity or name of each field in the database; and (iv) the identity of any standard reports or extracts regularly produced from it.

63. ***Rate Data***. Structured data sufficient to show, on at least a year-by-year basis, the reimbursement rates, fee schedules, discounts off billed charges, case rates, per diems, DRG payments, capitated payments, value-based payments, quality incentive payments, and any other financial terms applicable to NYP or any competing provider, separately for each plan, product, line of business, and category of service.

64. ***Volume Data***. Structured data sufficient to show, for the relevant period, the number of inpatient admissions, outpatient encounters, ambulatory surgeries, and emergency department visits at NYP and each competing provider in the relevant area, disaggregated by member three-digit zip code or county of residence, facility, MS-DRG or service line, plan, product, line of business, and calendar quarter.

65. ***Provider Payment Data***. Structured data sufficient to show, for the relevant period, the total billed and paid amounts at NYP and each competing provider in the relevant area, disaggregated by facility, MS-DRG or service line, plan, product, line of business, and calendar quarter.

66. ***Health plan Financial Data***. Structured data sufficient to show, on a year-by-year basis for the relevant period, separately for each line of business (including fully insured, ASO,

individual, small group, large group, exchange, Medicare Advantage, Medicaid Managed Care) and separately for each health plan and product offered in the relevant area: (i) premiums; (ii) medical loss ratio; (iii) enrollment; (iv) retention; (v) market share; (vi) revenue; (vii) administrative expenses; (viii) underwriting gain or loss; (ix) the total amount you paid to NYP and to each competing provider; (x) the total revenue derived from members who used the services of NYP and each competing provider; and (xi) any equivalent metric you track.

Q. Documents Relating to the DOJ's Investigation

67. ***DOJ Investigation Materials***. All documents relating to the Department of Justice ("DOJ") investigation or lawsuit concerning NYP's contracting practices, including (i) all related documents produced to or received from the DOJ; (ii) all related communications with the DOJ; (iii) all non-privileged internal analyses or discussions; and (iv) all related communications with any third-party.

68. ***Government Lobbying Materials***. All documents relating to any communications with any government agency or official (other than the DOJ) about NYP's contracting practices.

R. Documents Relating to Steering or Anti-Steering Investigations or Lawsuits.

69. ***Atrium***. All documents relating to any investigation or lawsuit relating to *Atrium Health* (*U.S. v. The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System*, 3:16-cv-00311 (W.D.N.C.)), including (i) all documents you produced or testimony you provided to any party; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; (iv) any communications with any third party; and (v) any analysis of the effect of any remedy or judgment in that matter, including any effect on market shares, reimbursement rates, or availability of limited provider networks or plans.

70. ***Sutter Health***. All documents relating to any investigation or lawsuit relating to *Sutter Health* (*UFCW & Employers Benefit Trust v. Sutter Health*, CGC-14-538451 (Cal. Super. Ct. S.F. Cnty.); *California v. Sutter Health*, CGC-18-565398 (Cal. Super. Ct. S.F. Cnty.); and *Sidibe v. Sutter Health*, 3:12-cv-04854 (N.D. Cal.), 104 F.4th 1043 (9th Cir. 2024)), including (i) all documents you produced or testimony you provided to any party; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; (iv) any communications with any third party; and (v) any analysis of the effect of any remedy or judgment in that matter, including any effect on market shares, reimbursement rates, or availability of limited provider networks or plans.

S. Documents Relating to Any Antitrust Investigation Concerning Insurer Market Power or Bargaining Power.

71. ***U.S. v. Aetna***. All documents concerning insurer or payor buy-side market power, monopsony, bargaining or negotiation leverage, network effects, payor concentration, the all products clause, or steering in connection with *U.S. v. Aetna Inc.*, No. 3:99-cv-1398 (N.D. Tex.), including (i) all documents you produced or testimony you provided to any party, including any materials you produced under the Hart-Scott-Rodino Act; (ii) all

communications with any party; (iii) any non-privileged internal analyses or discussions; and (iv) any communications with any third party.

72. ***U.S. v. Anthem***. All documents concerning insurer or payor buy-side market power, monopsony, bargaining or negotiation leverage, network effects, payor concentration, or steering in connection with *U.S. v. Anthem, Inc.*, 1:16-cv-1493 (D.D.C.), including (i) all documents you produced or testimony you provided to any party, including any materials you produced under the Hart-Scott-Rodino Act; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; and (iv) any communications with any third party.

73. ***U.S. v. BCBS of Michigan***. All documents concerning insurer or payor buy-side market power, monopsony, bargaining or negotiation leverage, network effects, payor concentration, or steering in connection with *U.S. v. Blue Cross Blue Shield of Michigan*, 2:10-cv-14155 (E.D. Mich.), including (i) all documents you produced or testimony you provided to any party, including any materials you produced under the Hart-Scott-Rodino Act; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; and (iv) any communications with any third party.

T. Documents Relating to Specific Competitive Episodes

74. ***32BJ***. All documents relating to any communication with 32BJ Health Plan concerning NYP's contracting practices or NYP's participation, inclusion, or exclusion from any network, tier, or limited provider network or plan covering 32BJ members.

75. ***City of New York***. All documents relating to any communication with the City of New York concerning NYP's contracting practices or NYP's participation, inclusion, or exclusion from any network, tier, or limited provider network or plan covering City of New York employees.

II. DEFINITIONS

1. "Relevant period" means the period from January 1, 2021 through the present.

2. "Relevant area" means the New York-Newark-Jersey City, NY-NJ Metropolitan Statistical Area; Fairfield County, Connecticut; New Haven County, Connecticut; and any portion or subdivision thereof.

3. "NYP" means The New York and Presbyterian Hospital, and includes its officers, directors, employees, partners, corporate parent, subsidiaries, and affiliates.

4. "You" or "your" refers to the entity to which this Subpoena is directed, including its officers, directors, employees, partners, corporate parent, subsidiaries, and affiliates.

5. "Insurer" means (i) Emblem, including EmblemHealth, Inc., GHI Health Plan, and HIP Health Plan of New York; (ii) Aetna, including Aetna Inc., Aetna Health and Life Insurance Co., Aetna Health Insurance Co. of New York, Aetna Health Inc., and CVS Health Corporation; (iii) Cigna, including The Cigna Group, Connecticut General Life Insurance Co., and Cigna Health and Life Insurance Company; (iv) Anthem, including Elevance Health, Inc., , Anthem HealthChoice Assurance, Anthem HealthChoice HMO Inc., and Anthem Health Plans Inc.; (v) United, including UnitedHealth Group Incorporated, UnitedHealthcare Insurance Company of New York, UnitedHealthcare of New England, Inc., Oxford Health Plans, and Oxford Health Plans (CT), Inc.; (vi) Horizon, including Horizon Healthcare Services, Inc., Horizon Blue Cross Blue Shield of New Jersey, and Horizon NJ Health; (vii) the parents, subsidiaries, and affiliates of any of the foregoing to the extent engaged directly or indirectly in the provision or administration of health benefits; and (viii) any other person engaged in the provision or administration of health benefits in the relevant area, but excluding employers, unions, and other health plan customers.

6. "Health plan" means any health insurance plan, health benefit plan, or health-benefit product providing coverage for medical services, including commercial group plans (whether fully insured, self-funded, or administered on an administrative-services-only basis), individual and small-group plans, exchange plans, Medicare Advantage plans, Medicaid managed care plans, dual-eligible plans, FEHB plans, and TRICARE plans.

7. "Health plan members" or "members" means any person enrolled in or covered by a health plan, including subscribers, dependents, and beneficiaries.

8. "Health plan customers" or "customers" means any employer, union, trust fund, governmental entity, or other group purchaser that contracts with an insurer for the provision or administration of health benefits.

9. "Provider" means any person delivering healthcare services, including hospitals, physicians, physician groups, ambulatory surgery centers, behavioral health providers, ancillary providers, and other licensed clinicians.

10. "Hospital provider" means any provider that operates one or more general acute-care hospitals, together with all of its affiliated providers, physician groups, and facilities, including outpatient, ambulatory, professional, ancillary, and post-acute services.

11. "Non-hospital provider" means any provider that is not a hospital provider, including independent physicians and physician groups, ambulatory surgery centers, and other outpatient and ancillary providers that are not affiliated with a hospital provider.

12. "Academic medical center" or "AMC" means a hospital provider affiliated with an accredited medical school and conducting graduate medical education through residency or fellowship programs.

13. "Competing academic medical center" or "competing AMC" means (i) Mount Sinai; (ii) NYU Langone; (iii) Montefiore; (iv) Memorial Sloan Kettering; (v) Yale New Haven; and (vi) any other AMC operating in the relevant area.

14. "Competing health system" means (i) Northwell Health; (ii) Hackensack Meridian Health; (iii) RWJBarnabas Health; (iv) Atlantic Health System; (v) NYC Health + Hospitals; and (vi) any other multi-hospital health system operating in the relevant area.

15. "Competing regional hospital provider" means any hospital provider operating in the relevant area.

16. "Competing national hospital provider" means a hospital provider that draws patients nationally, including Cleveland Clinic, Mayo Clinic, Mass General Brigham, Johns Hopkins, UCLA Health, UCSF Health, Penn Medicine, Cedars-Sinai, Northwestern Memorial, Stanford Health Care, Duke, and any other hospital provider ranked among the top 25 by U.S. News & World Report during the relevant period.

17. "Competing provider" means any competing AMC, competing health system, competing regional hospital provider, or competing national hospital provider.

18. "Reimbursement rate" or "rate" means any amount, methodology, or structure for compensating a provider for any healthcare service, including (i) any contracted, negotiated, or stated rate, fee, charge, allowance, or payment, whether expressed as a fee schedule, percent of billed charges, percent of Medicare or other benchmark, per-diem, case rate, DRG-based payment, capitation, bundled payment, reference-based price, or otherwise; (ii) any discount, adjustment, withhold, bonus, settlement, reconciliation, outlier payment, stop-loss provision, or other modification to such amounts; (iii) any amount actually paid or payable to the provider, including any allowed amount, net payment, member cost-sharing component, and patient responsibility amount; (iv) any billed charge, chargemaster amount, or list price of the provider; and (v) any value-based, pay-for-performance, shared-savings, shared-risk, or quality-adjusted payment component.

19. "Plan benefits," "plan benefit design," and "plan benefit feature" mean, individually and collectively, the terms and conditions of a health plan governing the scope of, access to, utilization of, and cost-sharing for healthcare services, including co-payments, co-insurance, deductibles, out-of-pocket maximums, benefit limits and exclusions, prior

authorization and other utilization management, referral requirements, network and tier differentials, designated-provider differentials, site-of-service restrictions, and any other financial incentive, penalty, or condition built into the plan that incentivizes, deters, or restricts member choice of provider, site of service, or care utilization.

20. "In-network provider" means any provider (i) listed as an in-network or participating provider in any of your health plans or provider directories; (ii) with which you, your affiliates, or any rental network or other entity acting on your behalf has a contract governing reimbursement, payment, or network participation; or (iii) for which members receive cost-sharing, coverage, or other plan benefits more favorable than those applicable to out-of-network providers for the same type of service.

21. "Out-of-network provider" means any provider that is not an in-network provider.

22. "Network" means any set of in-network providers maintained by you and made available, in whole or in part, through one or more of your health plans, products, or product lines.

23. "Open access network" means any network you market, promote, or describe as providing broad, open, or unrestricted access to providers, including any network referred to as a PPO, broad-network, or open access product.

24. "Narrow network" means any network (i) with fewer providers than your broadest network in the relevant area; or (ii) you market, promote, describe, or refer to as a narrow, limited, select, or focused network.

25. "Tiered network" means any network (i) in which providers are assigned to one or more of multiple tiers and members are subject to different plan benefits based on the tier of the provider used; or (ii) you market, promote, describe, or refer to as a tiered network or any variant thereof.

26. "Restricted choice network" means any network that excludes one or more providers that you include in another of your networks, where that exclusion results in less favorable plan benefits for members who use the excluded providers than for members who use the included providers.

27. "Limited provider network or plan" or "LPNP" means any network or plan that is or uses a narrow network, tiered network, or restricted choice network.

28. "Designated-provider program" or "DPP" means any program, designation, arrangement, or product through which you identify, designate, or treat any provider, facility, or set of providers differently from other in-network providers for any procedure, service line, or category of care — whether based on quality, cost, volume, bundled pricing, reference pricing, geographic redirection, or any other criterion — including without limitation any Center of Excellence, Premium Designation, Blue Distinction Center, Institute of Quality, Center of Distinction, Specialty Care designation, high-performance network, value-based program, preferred provider arrangement, bundled-payment program, reference-based pricing arrangement, or similar program by any name.

29. "Site-of-service provision" means any plan design or policy that incentivizes or requires members to receive a particular healthcare service at a particular type or location of provider (such as an ambulatory surgery center rather than a hospital outpatient department).

30. "Network design" means the structure and composition of any network, including the selection, inclusion, exclusion, tiering, or designation of providers; the relationship between the network and plan benefits; and any analysis or decision-making concerning the foregoing.

31. "Network placement provision" means any provision in any provider contract or agreement relating to the inclusion, exclusion, tiering, or designation of a provider in any network, plan, product, or designated-provider program, including (i) any in-network or out-of-network designation; (ii) any All Products, most-favored-nation, or guaranteed-inclusion provision; (iii) any provision relating to steering, anti-steering, tiering, anti-tiering, discrimination, anti-discrimination, parity, equality, preference, or favored treatment; and (iv) any provision concerning the plan benefits members will receive for using the provider, including any difference, equivalence, parity, or preference in plan benefits compared to those applicable to other providers.

32. "All Products provision" means any provision in any provider contract or agreement that (i) is referred to as an All Products provision or any variant thereof; (ii) provides in sum or substance that a provider will be deemed in-network for all or substantially all of the services it is licensed to provide, unless expressly carved out or otherwise agreed; or (iii) provides in sum or substance that a provider will be deemed in-network for all or substantially all of your plans, product lines, or networks offered, unless expressly carved out or otherwise agreed.

33. "Steering" means any action, program, design, or activity that (i) is referred to as steering, anti-steering, or any variant thereof; or (ii) is intended to or has the effect of influencing, directing, incentivizing, encouraging, or discouraging members or customers from using particular providers, sites of service, or care settings, by any means, including network design, plan benefits, designated-provider programs, member communications, and care navigation.

34. "BATNA" means a party's best alternative to a negotiated agreement – the course of action or outcome it would pursue if a contract or negotiation were not reached or were terminated, however denominated – and any document titled or labeled as a "BATNA" or "best alternative to a negotiated agreement."

35. "Two-stage competition" means the two-stage structure of competition in healthcare, consisting of stage one competition and stage two competition.

36. "Stage one competition" means competition among healthcare providers for inclusion in or favorable placement within a network, network tier, or designated-provider program.

37. "Stage two competition" means competition among providers included in a health plan's network or benefit tier for patient volume at the point of care, including through price

(whether reflected in co-payments, co-insurance, deductibles, policy limits, or out-of-pocket exposure), quality, service offerings, and other non-price attributes.

III. INSTRUCTIONS

1. Unless otherwise specified, these requests seek documents created, sent, received, or in effect at any time during the Relevant Period. Specifications 9, 30, 31, 38, and 39 are not limited to the Relevant Period, but seek responsive documents regardless of date.

2. Unless otherwise extended, objections to the subpoena or any request is due 14 days after service. Documents should be produced within 30 days after service. NYP is willing to meet and confer concerning a schedule for rolling production by custodian.

3. If you assert any objection to a request, the objection must state with specificity (i) the grounds for the objection; (ii) whether and to what extent any responsive documents are being withheld on the basis of the objection; and (iii) any limitations being applied to the scope of your response or production. If you withhold responsive information on the basis of any general or specific objection, you must so expressly indicate.

4. Responsive documents shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond with the categories in the request. Documents attached to each other must not be separated. All produced documents shall include all attachments, parents, and children. Hard-copy documents shall be produced as scanned TIFF images with searchable OCR text and accompanying load files; native files (including PowerPoint, Excel, spreadsheets, transactional or financial data, and any color document) shall be produced in native format with metadata preserved.

5. Electronic documents shall be produced in their native format or, if appropriate, as single-page TIFF images with accompanying OCR text and load files in standard Concordance/Relativity format. All metadata fields shall be produced, including: Custodian, Bates Begin/End, Attachment Begin/End, Family Range, Author, From, To, Cc, Bcc, Subject, Date Sent, Date Received, Date Created, Date Last Modified, File Name, File Extension, File Path, MD5 Hash, Page Count, Native Path, and Confidentiality Designation.

6. Any document withheld or redacted in whole or in part on the basis of any privilege or protection (including the attorney-client privilege, the attorney work-product doctrine, the joint-defense privilege, the common-interest privilege, or any other privilege or protection) must be identified on a privilege log that includes, for each document: (i) a unique privilege identification number; (ii) the beginning and ending Bates numbers (and family range, if applicable); (iii) the date of the document; (iv) the type of document; (v) the author(s), addressee(s), and all recipients (including blind copies), with attorneys denoted by an asterisk "*"; (vi) a description of the document's subject matter sufficient to assess the claim of privilege; and (vii) the specific privilege or protection asserted (and, for work-product claims, the specific anticipated or pending litigation or proceeding).

7. Any structured data called for by these requests shall be produced electronically in a reasonably useable compilation that will allow NYP to access and analyze the information. For each database or data set produced, provide: (i) a description of the database or data set, including its software platform, type (flat, relational, or enterprise), sources, regularly

prepared reports, query forms, and the entity within your organization that maintains the data; (ii) a complete data dictionary, including, for each table, the table name, a general description, the size (records and megabytes), the list of fields, the format of each field, a definition of each field (including the meaning of all code values), the primary and foreign keys, and an indication of which fields are populated; (iii) for relational or enterprise databases, an entity-relationship diagram showing the relationships among tables; and (iv) a representative sample of complete observations sufficient for NYP to assess the data prior to any full production.

8. For each production of structured data, also produce: (i) all lookup tables, crosswalks, reference tables, and code keys necessary to interpret the data, including tables or files for reason codes, adjustment codes, remark codes, denial categories, product codes, funding-type codes, provider-type codes, network-status codes, contract-status codes, and any other code key referenced in the produced data; (ii) source-system identifications, date ranges covered, and extraction logic, selection criteria, inclusion and exclusion rules, and any material transformation or normalization applied to the data; and (iii) the name, title, and contact information of at least one person knowledgeable about the data sufficient to permit meet-and-confer regarding interpretation, loading, and analysis. All date fields shall be produced in a standard date format (and date-time fields shall include time zone if maintained); monetary fields shall identify currency and decimal precision; and all identifier fields used to connect tables shall be produced in a consistent format sufficient to permit relational analysis.

9. Before using search terms, technology-assisted review, predictive coding, deduplication, email threading, analytics, or similar software or technology to identify, cull, or eliminate potentially responsive documents or data, you shall disclose in writing the method or methods used.

10. You should produce all ESI in accordance with the ESI Guidelines attached as Exhibit B.

11. You are not required to use search terms. But if you elect to use search terms in connection with your collection, review, or production of documents, you must (i) disclose the use of search terms in advance, (ii) disclose all stop words, noise wors, connectors, operators, wildcards, stemming or fizziness settings, or filters used; and (iii) run the terms set forth in Exhibit C, with such platform-specific modifications (including hyphenation and wildcards) as are necessary to execute them, and (iv) expand the Exhibit C terms to capture all reasonable variations and additional terms reasonably designed to identify responsive documents, including plurals and inflected forms; abbreviations and acronyms; common misspellings and typographical variants; hyphenated, unhyphenated, spaced, and compound forms; and the nomenclature, code names, and shorthand used by your personnel in formal and informal communications (*e.g.*, texts and chats). Nothing in this paragraph relieves you of, or lessens, your obligations under the Federal Rules of Civil Procedure to produce all responsive, non-privileged documents in your possession, custody, or control, whether or not captured by any search term.

12. The headings and taglines in these requests are for organizational convenience only and shall not be used to limit, interpret, or modify the scope of any request.

13. The operative Complaint in this action is attached hereto as Exhibit D.

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, Plaintiff, v. THE NEW YORK AND PRESBYTERIAN HOSPITAL, Defendant.	Case No. 1:26-cv-02480 Hon. Paul A. Engelmayer, U.S.D.J. Hon. Ona T. Wang, U.S.M.J.

NON-PARTY AETNA'S RESPONSES AND OBJECTIONS TO DEFENDANT THE NEW YORK AND PRESBYTERIAN HOSPITAL'S SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS

Non-parties Aetna Inc. and Aetna Health Inc. (collectively referred to as "Aetna") submit these responses and objections to Defendant The New York and Presbyterian Hospital's ("NYP") Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action dated June 5, 2026 (the "Subpoena"), as follows:

I. GENERAL OBJECTIONS

Aetna asserts the following general objections to each request in the Subpoena as set forth below (the "General Objections"). These General Objections govern the scope of any response made by Aetna to the requests and are neither waived nor limited by Aetna's Specific Objections. Each Specific Objection incorporates and is subject to these General Objections. Aetna is willing to meet and confer with NYP to discuss the General and Specific Objections, as well as the Responses and the scope of discovery.

1. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they attempt to impose any obligations on Aetna beyond those imposed by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Southern District of

New York, and any other applicable orders, rules, or law, or any agreements entered into among the parties.

2. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they impose on non-party Aetna burdens and expense that outweigh any relevance or utility of the sought information, within the specific context of the claims and defenses at issue in this case. Aetna further objects to any requirement, request, time period, deadline, Definition, Instruction, or other term that is more burdensome than, inconsistent with, disproportionate to, or goes beyond what was imposed on, required by, or agreed to by NYP or Plaintiff in this litigation or the preceding investigation.

3. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they require Aetna to compile or prepare information that is not maintained in the ordinary course of its business, or would require Aetna to conduct an unreasonable or unduly burdensome search to locate responsive information. Aetna further objects to the Subpoena and the included Definitions and Instructions to the extent they seek information that is equally or more readily available to NYP through sources other than Aetna, or is already in NYP's possession, custody, or control, or could be obtained from another party in the case rather than a non-party.

4. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they seek information not currently in Aetna's possession, custody, or control on the ground that such request seeks to require more of Aetna than any obligation imposed by law, would subject Aetna to unreasonable and undue annoyance, oppression, burden, and expense, or would seek to impose upon Aetna an obligation to investigate or produce information from third parties or sources which are equally accessible to NYP.

5. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they seek the disclosure of information protected by the attorney-client privilege, attorney

work-product doctrine, joint defense privilege, common interest doctrine, or any other privilege or protection provided by rule or law. Such information shall not be produced in response to any Request, and any inadvertent production thereof shall not be deemed a waiver of any privilege or doctrine with respect to such information or its subject matter.

6. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they seek Aetna's proprietary, confidential, trade secret, or other commercially or legally protected information (*e.g.*, documents or information subject to confidentiality agreements with third parties, privacy protections, or protective orders). Aetna will provide any such information only subject to the terms of an appropriate protective order entered in this Action, and any information provided by Aetna may only be used or disclosed in accordance with the terms of such protective order.

7. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they seek documents or information that Aetna is required by law not to disclose.

8. Aetna objects to the Subpoena and the included Definitions and Instructions to the extent they purport to require Aetna to search for, retrieve, and produce any information that is not reasonably accessible.

9. Aetna objects to the Definitions and Instructions to the extent they are overly broad or unduly burdensome, are not relevant or proportional to the needs of this Action, seek documents outside the relevant markets and issues in this Action, or are not narrowly tailored to avoid undue burden or expense for Aetna to search for responsive documents anywhere in the company, particularly given that Aetna is not a party to this Action.

10. By providing information in response to any Request, Aetna does not concede that the information is properly discoverable. Aetna reserves the right to object to further discovery into the subject matter of each Request. Aetna also reserves all rights, remedies, and objections

including, without limitation, those regarding the competency, relevance, materiality, privilege, and/or admissibility as evidence of any information provided in response to any Request.

11. Aetna objects to Definition 1 and the requirement that Aetna produce documents or other information from January 1, 2021 to the present as overbroad and unduly burdensome. Aetna objects to any Requests that further purport to require production of documents "regardless of date" with no temporal limit whatsoever.

12. Aetna objects to Definition 2 ("Relevant Area") and any request that would require Aetna to produce documents or other information from any geographic area beyond the areas at issue in this case (*i.e.*, the Relevant Geographic Markets identified in the Complaint) as overbroad and unduly burdensome. Aetna further objects to any request that fails to provide a geographic limitation.

13. Aetna objects to Definition 4 ("You" or "Your") as overly broad and unduly burdensome to the extent it seeks to require Aetna to produce information from persons or entities not controlled by Aetna. Aetna further objects to Definition 5 ("Insurer") to the extent it purports to require Aetna to produce documents from or on behalf of any other legal entities distinct from Aetna.

14. Aetna objects to Definitions 5 ("Insurer"), 9 ("Provider"), 10 ("Hospital provider"), 11 ("non-hospital provider"), 12 ("Academic medical center"), 13 ("Competing academic medical center"), 14 ("competing health system"), 15 ("Competing regional hospital provider"), 16 ("Competing national hospital provider"), 17 ("Competing provider"), 20 ("In-network provider"), and 21 ("Out-of-network provider") as overly broad and unduly burdensome to the extent they seek to require Aetna to produce information regarding persons or entities not operating within the relevant geographic markets identified in the Complaint, not participating in the relevant lines of business, or not providing services within the scope of the relevant product market.

15. Aetna objects to Definitions 6 ("Health Plan"), 7 ("Health plan members" or "members"), and 8 ("Health plan customers" or "customers") as overly broad and unduly burdensome to the extent they seek to require Aetna to produce information regarding lines of business outside of those identified in the Complaint or that the Complaint identifies as outside of the relevant product market.

16. Aetna objects to Definitions 22 ("Network"), 23 ("Open access network"), 24 ("Narrow network"), 25 ("Tiered network"), 26 ("Restricted choice network"), 27 ("Limited provider network or plan"), 28 ("Designated-provider program"), 29 ("Site-of-service provision"), 30 ("Network design"), 31 ("Network placement provision"), 32 ("All Products provision"), and 33 ("Steering") as overly broad and unduly burdensome to the extent they seek to require Aetna to produce information regarding persons or entities not operating within the relevant geographic markets identified in the Complaint, not participating in the relevant lines of business, or not providing services within the scope of the relevant product market.

17. Aetna objects to Definitions 35 ("Two-stage competition"), 36 ("Stage one competition"), and 37 ("Stage two competition") as vague and overbroad.

18. Aetna objects to the terms "related to" and "concerning" as overbroad and unduly burdensome.

19. Aetna objects to the Requests to the extent they seek personal health information, protected health information, sensitive information, or other private information of any member or their health plan.

20. Aetna objects to the Requests to the extent they are duplicative and seek data or documents in alternative forms with the same substance.

21. Aetna objects to any requirement beyond conducting a reasonable search likely to produce relevant, responsive, and non-privileged documents.

22. Aetna objects to any requirement to reproduce to NYP information or documents previously produced in any government investigation, regulatory proceeding, or prior litigation, including any documents produced to or obtained by the Department of Justice or other government entities. To the extent responsive documents have been produced to, or are currently in the possession of, any government entity, NYP should seek such documents directly from the applicable agency through appropriate discovery procedures.

23. Any response stating that Aetna is willing to meet and confer regarding specific document Requests is not intended to admit that such documents exist and only indicates that Aetna is willing to discuss, subject to its objections, the potential availability of responsive and non-privileged documents, if any exist, that might be located through a reasonable and appropriately tailored search. Aetna is not making any commitment to produce documents in connection with any such offer to meet and confer.

24. Responses provided to individual Requests are subject to, and without waiver of, these General Objections and those specific objections raised with respect to each particular Request. A response to any Request should not be construed as an admission that the information is relevant, material, or admissible or that the response can be used as the basis for a contention that the requesting party is entitled to any response more specific than that provided.

25. Aetna expressly reserves the right to supplement, modify, amend, correct, or clarify its objections and responses and any document production at a later time as further investigation occurs.

26. Aetna objects to Instruction 11 and any requirement to use, or to be bound by, the search terms set forth in Exhibit C to the Subpoena. The search terms in Exhibit C are extraordinarily overbroad and burdensome and would require Aetna to conduct a massive review wholly disproportionate to its obligations as a non-party under Rule 45.

27. Aetna objects to the extent any Request seeks the production of "all" documents or other information overly broad, not relevant, disproportionate to the needs of the case, and unduly burdensome on a non-party.

28. Subject to and without waiving the foregoing objections, Aetna is continuing to investigate the extent to which responsive, non-privileged documents are reasonably accessible, and is willing to meet and confer regarding these Requests.

II. RESPONSES AND OBJECTIONS TO SPECIFIC REQUESTS FOR PRODUCTION

Request for Production No. 1

Corporate Structure. Documents sufficient to identify your corporate structure, including all direct and indirect parents, subsidiaries, and affiliates, and to show the business purposes and activities of each. For purposes of this request, "affiliate" means any entity in which you hold a 20% or greater ownership interest, a board seat, a general-partner interest, or an LLC membership interest, and includes any entity through which you do business in the relevant area.

Response to Request No. 1

Aetna objects to this Request on the grounds that it is overly broad and seeks to impose on Aetna burdens and expenses that outweigh any relevance or utility of the sought information. Aetna further objects to this Request to the extent it seeks information from or about entities beyond Aetna Inc., which would require Aetna to investigate and compile information from entities not controlled by Aetna Inc. and not properly subject to this Subpoena, in a manner not proportionate to Aetna's obligations as a non-party. Aetna also objects to this Request to the extent it seeks Aetna's proprietary, confidential, trade secret, or other commercially protected information, which may only be disclosed pursuant to an appropriate protective order entered in this Action. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 2

Relevant Personnel. Organizational charts and documents sufficient to identify your (i) officers; (ii) directors; (iii) all employees responsible for provider contracting, network design, plan benefit design, competitive analyses, or financial analysis for each year during the relevant period; and (iv) all proposed custodians, their direct superior, and their direct reports.

Response to Request No. 2

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to this Request to the extent it seeks to identify all employees responsible for provider contracting, network design, plan benefit design, competitive analyses, or financial analysis—categories that encompass a significant number of individuals across multiple business units without regard to product, geography, or line of business—and requires Aetna to identify such employees across each year of the Relevant Period. Aetna also objects to this Request to the extent it seeks Aetna's proprietary, confidential, trade secret, or other commercially protected information. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 3

Health Plans Offered. Documents sufficient to identify each health plan you have offered, sold, marketed, or considered offering in the relevant area during the relevant period, including for each: (i) the network composition (including all in-network and out-of-network providers); (ii) the tiering structure, if any; (iii) the plan benefit design (including deductibles, copays, coinsurance, out-of-pocket maximums, and any site-of-service or designated-provider incentives); (iv) the premiums, capitation rates, or other payments received from employers, members, government payors, or others; (v) enrollment and member counts by year during the relevant period.

Response to Request No. 3

Aetna objects to this Request on the grounds that it is overly broad, not relevant, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request to the extent it seeks highly sensitive and proprietary commercial

information regarding Aetna's health plan offerings. Aetna further objects to this Request to the extent it seeks information beyond what is necessary to identify the health plans at issue in this litigation, including plans that Aetna only "considered offering" and that were never brought to market. Aetna objects to the extent this Request seeks information about health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search that is not proportionate to Aetna's non-party obligations under Rule 45. Aetna objects to this Request to the extent the information is available through other sources, including the parties in this case or third parties of interest and relevance to NYP. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 4

Your Provider Networks. Documents sufficient to identify each provider network you have created, operated, or used in connection with any health plan in the relevant area during the relevant period, including for each: (i) the network name and identifier; (ii) the geographic scope; (iii) the included providers (and any tiered or designated-provider designations); (iv) the dates the network was operational; and (v) the health plans that used the network.

Response to Request No. 4

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna further objects to this Request to the extent it seeks confidential, proprietary, or commercially sensitive information regarding the composition of Aetna's provider networks, including tiered or designated-provider designations, which constitutes Aetna's proprietary, commercially protected information and may only be disclosed pursuant to an appropriate protective order entered in this Action. Aetna objects to the extent this Request seeks information about health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna

additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search that is not proportionate to Aetna's non-party obligations under Rule 45. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 5

Provider Placement Decisions. All documents relating to any decision to designate a hospital provider in the relevant area as an in-network provider, out-of-network provider, preferred provider, or non-preferred provider.

Response to Request No. 5

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna objects to the extent this Request seeks information about products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search that is not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 6

Network Design Documents. All documents relating to network design, including the effects of network design on reimbursement rates, plan benefits, and health plan features.

Response to Request No. 6

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this

Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 7

Steering. All documents relating to steering, network placement provisions, or plan benefit designs to influence or affect the hospital providers patients use for care.

Response to Request No. 7

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 8

Contracting and Steering Strategy Documents. All documents relating to any competitive or business strategy concerning hospital provider contracting, network placement, steering, anti-steering provisions, or leakage.

Response to Request No. 8

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 9

The All Products Provision. All documents regardless of date relating to the origin, drafting, negotiation or modification of any All Products provision in any contract with any provider, including hospital and non-hospital providers.

Response to Request No. 9

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, products, geographies, providers, networks, lines of business, or other information

outside of the scope of the Complaint. Aetna objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Aetna also objects to this Request on the grounds that it is not limited to any reasonable time period and seeks documents "regardless of date."

Request for Production No. 10

Network Placement or Volume Discounts. All documents relating to any actual or proposed reimbursement rates, rate concessions, discounts, or other consideration offered or received in exchange for volume, network placement, steering, or plan benefit provision or commitment.

Response to Request No. 10

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 11

Other Relevant Contract Provisions. All documents relating to the use or consideration of contract-term-length, termination, liquidated-damages, volume guarantees, make-whole, or non-renewal provisions as a substitute for, or complement to, any network placement, steering, or anti-steering provision.

Response to Request No. 11

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 12

Contracting Policies, Playbooks, and Models. All policies, practices, procedures, contracting manuals, playbooks, model contract language, or redline libraries addressing provider contracting practices, steering, All Products provisions, or network placement provisions.

Response to Request No. 12

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information

about contracts, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna also objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 13

Contract Harmonization. All documents relating to any effort to standardize, harmonize, or maintain consistency across your provider contracts in the relevant area with respect to network placement, steering, anti-steering, or All Products provisions.

Response to Request No. 13

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 14

Cross-Provider Contracting Spillover. All documents relating to how changes to a hospital provider contract (including any network placement, steering, All Products, or rate provision) may affect your contracts, negotiations, or network design with any other hospital provider in the relevant area.

Response to Request No. 14

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about provisions, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 15

Provider Volume Effects. All documents relating to the effect on hospital providers in the relevant area of volume, network placement decisions, steering, network exclusion, or contract termination or non-renewal, including effects on provider economics, profits, finances, unit costs, capacity utilization, scale economies, recovery of fixed or incremental costs, or willingness to offer rate concessions or volume-based discounts.

Response to Request No. 15

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not

proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 16

Allocation of Provider Volume. All documents relating to the share, allocation, or distribution of patient volume, utilization, or spending in the relevant area among providers in or out of any network, including any analysis of how network design, network placement provisions, plan benefit design, or steering may affect such shares.

Response to Request No. 16

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about provisions, health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 17

Provider Network Complaints. All documents relating to any complaint, objection, or concern raised by any employer, plan sponsor, union, or regulator regarding network design, network placement provisions, steering, or the availability of limited networks or plans in the relevant area.

Response to Request No. 17

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the terms "complaint," "objection," and "concern" as vague. Aetna objects to the extent this Request seeks information about health plans, employers, plan sponsors, unions, regulators, contracts, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Aetna further objects to this Request to the extent it seeks information that is equally or more readily available to NYP directly from claims submissions, employers, plan sponsors, unions, and regulators.

Request for Production No. 18

Network Design Membership Effects. All documents relating to the effect of network design or steering on competition for health plan members and customers, including (i) any tradeoffs between broad and limited provider networks or plans, or (ii) the effects of network design or steering on your market share, member enrollment, retention, or satisfaction.

Response to Request No. 18

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, members, customers, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 19

Members' Network Preferences. All documents relating to health plan member or customer preferences concerning provider network breadth, provider selection, limited provider networks or plans or budget conscious plans, or steerage, including any responsive market research, surveys, or focus groups.

Response to Request No. 19

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, customers, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially

sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 20

Steering Efficacy. All documents relating to the effects, effectiveness, leakage, or limits of plan benefit design or network design on patient steering, provider selection, or shifts in patient volume among providers.

Response to Request No. 20

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 21

Plan Benefits Features and Tradeoffs. All documents relating to or comparing the advantages, disadvantages, or tradeoffs between any plan benefit design features, including any responsive analyses of deductibles, copays, coinsurance, out-of-pocket maximums, policy limits, exclusions, prior authorization or approval requirements, or other network design attributes.

Response to Request No. 21

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 22

DPPs. All documents relating to the design or operation of any Designated-Provider Program, including any analysis for cost, rates, volume, quality, or other criteria used to designate a provider for inclusion in the program.

Response to Request No. 22

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna

additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 23

DPP Steering. All documents relating to the use or potential effect of any Designated-Provider Programs to steer patients, shift volume among providers, or reduce costs or rates, including any analysis of cost savings, rate differentials, steerage, or volume effects relating to such programs.

Response to Request No. 23

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 24

Non-Quality-Based DPP Exclusions. All documents relating to the exclusion, down-grade, or de-designation of any provider in the relevant area from a Designated-Provider Program for any reason other than quality of care or patient outcomes.

Response to Request No. 24

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 25

Bundling Benefits. All documents relating to bundled or multi-product or service contracting with providers, or bundled or multi-product offerings across your own plans, products, or lines of business, including responsive documents discussing (i) the advantages or disadvantages of bundled or multi-service, facility, or plan contracting; (ii) the use of such bundling to reduce costs, spread fixed costs, enable cross-subsidization, support integrated delivery, facilitate efficient contracting, or otherwise create value.

Response to Request No. 25

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, plans, products, offerings, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "bundled,"

"bundling," and "multi-product" as vague, undefined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Aetna also objects to this Request as directed to Aetna's internal contracting strategies rather than to NYP's conduct alleged in the Complaint.

Request for Production No. 26

Bundling Bargaining Power. All documents relating to bundled or multi-product or service contracting with providers, or bundled or multi-product offerings across your own plans, products, or lines of business, to obtain, preserve, or enhance bargaining leverage or favorable contracting terms with any provider.

Response to Request No. 26

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, plans, products, offerings, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "bundled," "multi-product," "bargaining leverage," and "favorable contracting terms," as vague, undefined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations

under Rule 45. Aetna also objects to this Request to the extent it seeks documents reflecting Aetna's internal strategies for leveraging its market position in negotiations with providers—precisely the type of competitively sensitive business information that should not be required of a non-party.

Request for Production No. 27

Two Stage Competition Documents. All documents relating to your understanding of, analysis of, or strategy concerning the two-stage structure of competition in healthcare, including (i) competition among providers for inclusion in or favorable placement within a network, network tier, or designated-provider program (stage one competition); and (ii) competition among in-network providers for patient volume at the point of care (stage two competition).

Response to Request No. 27

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about analyses, strategies, competition, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "two-stage structure of competition in healthcare," "one stage competition," and "two stage competition" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 28

Stage Two Price Competition. All documents relating to price competition among in-network providers or providers within the same network tier, including (i) the existence of price

competition for members among such providers; (ii) your efforts to encourage price competition among such providers.

Response to Request No. 28

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about prices, competition, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 29

The Effect of Plan Benefits on Stage Two Price Competition. All documents relating to the effect of any plan benefit feature on price competition among providers or member price-sensitivity in the selection of providers, including (i) whether the feature encourages or discourages such provider price competition or member price sensitivity; (ii) your efforts to utilize or select plan benefits that maximize or maintain provider price competition or member price sensitivity; (iii) whether the feature constitutes an incentive or a penalty, or is discriminatory; (iv) any analysis of whether the feature is proportional to, or cost-justified based on, provider cost differentials; (v) whether the feature encourages or discourages care; and (vi) any trade-offs between encouraging price sensitivity and encouraging or discouraging care.

Response to Request No. 29

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not

proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about plans, benefits, competition, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "plan benefit feature," "two-stage price competition," "member price sensitivity," "incentive," "penalty," "discriminatory," "cost-justified," "trade-offs," "encourages," and "Discourages" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 30

NYP Agreements. All contracts, agreements, and understandings, regardless of date, between you and NYP, including amendments, exhibits, schedules, side letters, term sheets, binding or non-binding letters of intent, and written memorializations (including emails) of oral understandings.

Response to Request No. 30

Aetna objects to this Request on the grounds that it is not limited to any reasonable time period and purports to require production of documents "regardless of date," which is overbroad and imposes disproportionate burden. Aetna further objects to this Request to the extent it seeks documents that are already in NYP's or Plaintiff's possession, custody, or control. As a party to the contracts, communications, and other documents sought by this Request, NYP has equal or better access to those documents than Aetna, and NYP should not be permitted to impose the burden and expense of production on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, networks, lines of business, or other information outside of the

scope of the Complaint. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 31

NYP Negotiations. All documents, regardless of date, relating to contractual negotiations between you and NYP, including (i) responsive communications with NYP; (ii) responsive internal analyses and assessments; (iii) any responsive pre-negotiation strategy materials, negotiation playbooks, BATNA or walk-away analyses, and post-negotiation debriefs; and (iv) responsive drafts, redlines, term sheets, and proposals.

Response to Request No. 31

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna further objects to this Request to the extent it seeks documents that are already in NYP's or Plaintiff's possession, custody, or control. As a party to the documents and other information sought by this Request, NYP has equal or better access to those documents than Aetna, and NYP should not be permitted to impose the burden and expense of production on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request on the grounds that it is not limited to any reasonable time period and purports to require production of documents "regardless of date," which is overbroad and imposes disproportionate burden. Aetna also objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection. Aetna additionally objects to this Request to the extent that it would require

Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 32

NYP Contract Disputes. All documents relating to any contractual disputes with NYP, including any disagreements concerning the interpretation or meaning of, or compliance with, any provision. This request excludes disputes over specific individual claims, except to the extent it relates to disputes concerning network participation or coverage as an in-network provider.

Response to Request No. 32

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna further objects to this Request to the extent it seeks documents that are already in NYP's or Plaintiff's possession, custody, or control. As a party to the documents and other information sought by this Request, NYP has equal or better access to those documents than Aetna and knowledge of any disputes, and NYP should not be permitted to impose the burden and expense of production on non-party Aetna for documents it already possesses. Aetna objects to the extent this Request seeks information about contracts, networks, lines of business, or other information outside of the scope of the Complaint. Aetna also objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection, including documents relating to legal positions Aetna has taken or considered in connection with any contractual term or dispute. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 33

NYP Network Participation. All documents relating to NYP's actual or potential inclusion or placement in any network, network tier, limited provider network or plan, or designated-provider program, including (i) any communications with NYP; (ii) any communications with any third party; and (iii) internal analyses, assessments, or planning documents.

Response to Request No. 33

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna further objects to this Request to the extent it seeks documents that are already in NYP's or Plaintiff's possession, custody, or control. As a party to the documents and other information sought by this Request, NYP has equal or better access to those documents than Aetna as well as knowledge of any actual or potential network status, and NYP should not be permitted to impose the burden and expense of production on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "third party" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 34

NYP Network Exclusion. All documents relating to NYP's actual or potential exclusion or demotion from any network, network tier, limited provider network or plan, or designated-provider

program, including (i) consideration of whether to exclude or demote NYP; (ii) the effects of any actual or potential exclusion or demotion on you, your health plan members or customers, or other providers; (iii) any contingency or preparation planning concerning such exclusion or demotion; and (iv) all actual or draft communications with health plan members or customers, other providers, regulators, or the public concerning such exclusion or demotion.

Response to Request No. 34

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about plans, products, customers, members, competition, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection. Aetna objects to the extent the Request seeks publicly available information to which NYP has access. Aetna objects to the terms "consideration," "demote," "demotion," "effects," and "contingency" as vague, not properly defined, and potentially overbroad. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 35

NYP Rate Analysis. All documents analyzing NYP, or comparing NYP to other providers, with respect to rates, total cost of care, volume, market share, profits, margins, medical loss ratios, member enrollment, retention, or satisfaction; premiums, or health plan costs or prices.

Response to Request No. 35

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "rates," "total cost of care," "market share," "profits," "margins," "medical loss ratios," "satisfaction," "premiums," "retention," and "health plan costs or prices" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 36

NYP Quality Analysis. All documents relating to NYP's quality, reputation, or other non-price attributes, including any analysis of how those attributes affect health plan member[s] or customer demand or satisfaction.

Response to Request No. 36

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about products, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "non-price attributes," "customer

demand," and "satisfaction" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 37

Contracting Personnel Communications. All documents relating to communications between you, on the one hand, and Dov Schwartzben, Bill Gold, Steve Corwin, Brian Donnely, Lauren Marino, or Avraham Munk, on the other, including responsive (i) text messages; (ii) written memorializations of any communications; and (iii) any talking points or outlines relating to actual or planned discussions.

Response to Request No. 37

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request as vague and overbroad in that it seeks "all" documents relating to "communications," "text messages," "written memorializations of any communications," "talking points," "outlines," and "actual or planned discussions" with no practical limitation on substance or relevance. Aetna further objects to this Request to the extent it seeks documents that are already in NYP's or its representatives' possession, custody, or control. NYP should obtain such communications through the parties to this Action or its representatives rather than burdening non-party Aetna with production of documents equally available to NYP from its own custodians. Aetna also objects to this Request to the extent it seeks text messages,

which would impose an extraordinary and disproportionate collection burden on Aetna. Aetna further objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 38

Competing Provider Agreements. All contracts, agreements, and understandings, regardless of date, between you and any competing providers, including amendments, exhibits, schedules, side letters, term sheets, binding or non-binding letters of intent, and written memorializations (including emails) of oral understandings.

Response to Request No. 38

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "competing providers" as overbroad and not reasonably tailored to produce relevant information. Aetna objects to the extent this Request seeks information readily available from other sources or duplicative of information sought from other parties or non-parties. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Aetna objects to this Request on the grounds that it is not limited to any reasonable time period and seeks documents "regardless of date," which is overbroad and imposes

disproportionate burden. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 39

Competing Provider Negotiations. All documents, regardless of date, relating to contractual negotiations between you and competing providers, including (i) responsive communications with such providers; (ii) internal analyses and assessments; (iii) any responsive pre-negotiation strategy materials, negotiation playbooks, BATNA or walk-away analyses, and post-negotiation debriefs; and (iv) responsive drafts, redlines, term sheets, and proposals.

Response to Request No. 39

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "competing providers," "analyses," "assessments," "debriefs," "strategy materials," and "responsive drafts, redlines, term sheets, and proposals" as overbroad and not reasonably tailored to produce relevant information. Aetna objects to the extent this Request seeks information readily available from other sources or duplicative of information sought from other parties or non-parties. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna also objects to this Request on the grounds that it is not limited to any reasonable time period and seeks documents "regardless of date," which is overbroad and imposes disproportionate burden. Aetna also objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection. Aetna additionally objects to this Request to the extent that it would require Aetna to

conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 40

Competing Provider Network Inclusion or Exclusion. All documents relating to any competing provider's inclusion, exclusion, or placement in any network, network tier, limited provider network or plan, or designated-provider program, including (i) any responsive communications with such providers; (ii) any responsive communications with any third party; and (iii) responsive internal analyses, assessments, or planning documents.

Response to Request No. 40

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "competing providers" as overbroad, not properly defined, and not reasonably tailored to produce relevant information. Aetna objects to this Request as vague and overbroad in that it seeks "all" documents relating to "any responsive communications" or "responsive internal analyses, assessments, or planning documents." Aetna objects to the extent this Request seeks information readily available from other sources or duplicative of information sought from other parties or non-parties. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 41

Competing Provider NYP Communications. All documents relating to any communications with any competing provider referencing or concerning NYP.

Response to Request No. 41

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "competing providers" as overbroad, not properly defined, and not reasonably tailored to produce relevant information. Aetna objects to this Request as vague and overbroad in that it seeks "all" documents relating to "any communications" or merely "referencing or concerning NYP" without specificity as to relevant content. Aetna objects to the extent this Request seeks information readily available from other sources or duplicative of information sought from other parties or non-parties. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 42

LPNPs. All documents relating to the creation, development, consideration, discontinuation, rejection, or modification of any limited provider network or plan in the relevant area, including (i) any communications with providers; (ii) any communications with health plan members or customers; (iii) any internal analyses, strategic planning documents, or competitive assessments; (iv) any customer surveys, studies, or focus groups; and (v) any financial models, budgets, or projections.

Response to Request No. 42

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, health plans, customers, members, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "development," "consideration," "rejection," "modification," "analyses, strategic planning documents, or competitive assessments," "any customer surveys, studies, or focus groups," and "any financial models, budgets, or projections" as vague, potentially overbroad, and lacking specificity. Aetna objects to the request for information relating to the creation, development, consideration, discontinuation, rejection, or modification of any plan as overbroad and not reasonably tailored. Aetna objects to the request for "any communications" with providers, health plan members, or customers as overbroad and not reasonably tailored. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 43

LPNP Effects. All documents relating to any actual or potential effects of any limited provider network plan on (i) enrollment, including cannibalization of other plans; (ii) rates, cost of care, medical loss ratios, profits, or margins; (iii) volume, share, or negotiation leverage with respect to included or excluded providers; (iv) premiums, pricing, or competitive position relative to your other plans or plans by other insurers or payors; (v) member utilization or satisfaction.

Response to Request No. 43

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, health plans, effects, members, insurers, payors, geographies, providers, networks, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "any actual or potential effects" as vague, not properly defined, and potentially overbroad. Aetna objects to the terms "rates, cost of care, medical loss ratios, profits, [] margins," "share[] or negotiation leverage," "premiums, pricing, or competitive position," and "utilization or satisfaction" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 44

Insurer Competition. All documents relating to competition with other insurers, including documents relating to (i) the identity and competitive significance of any of your competitors; (ii) market shares or market concentration in any market or market segment in the relevant area; (iii) market power; (iv) competition for health plan members or customers; (v) competition for providers; (vi) competitive strategies; and (vii) comparisons, including strengths or weakness, between you and any competitor.

Response to Request No. 44

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this

Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, members, customers, providers, insurers, competition, competitors, markets, market segments, geographies, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "market," "concentration," "competitors," "competitors," "competitive strategies," "market power," "segment," and "comparisons," as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 45

Competitive Bidding. All documents relating to your competitive bidding or competitive performance in the sale of health plans in the relevant area, including (i) win/loss reports, trackers, post-mortems, or analyses; and (ii) the identity of each customer or prospect, the date of the bid or competitive engagement, the products considered, the outcome, the competing health plans involved, and the stated or inferred reasons for the outcome.

Response to Request No. 45

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, competitors, customers, prospects, products, geographies, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially

sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 46

Single and Two-Sided Network Effects. All documents relating to existence, operation, magnitude, or competitive significance of network effects, scale advantages, feedback loops, flywheels, or two-sided market dynamics, including any documents concerning (i) the relationship between membership volume and the ability to attract providers or negotiate more favorable rates; (ii) the relationship between provider network breadth or make-up and the ability to attract health plan members or customers; or (iii) how changes affecting providers may directly or indirectly impact members, or vice versa.

Response to Request No. 46

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, customers, members, providers, markets, geographies, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "competitive significance," "network effects," "feedback loops," and "two-sided market dynamics" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 47

Insurer Bargaining Strengths, Power, and Leverage. All documents relating to bargaining or negotiating strengths, power, or leverage vis-a-vis any provider, including any assessment of your status as a "must-have," "essential," or otherwise significant payor; any assessment of a provider's ability or willingness to terminate, go out-of-network, or operate without your network; and any assessment of the share of a provider's patient volume, revenue, or commercial revenue attributable to you.

Response to Request No. 47

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, customers, providers, markets, geographies, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "power," "leverage," and "status" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 48

Buyside Market Power. All documents relating to any allegation, assertion, or statement that you or any other insurer in the relevant area or nationally, individually or collectively, possess large or dominant market shares, market power, monopoly power, monopsony power, bargaining leverage, or negotiation leverage.

Response to Request No. 48

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this

Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about markets, geographies, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "market," "market shares," "power," "monopoly," "monopsony," and "leverage" as vague, not properly defined, and potentially overbroad. Aetna objects to the terms "allegation, assertion, or statement" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 49

Rate Modeling and Analyses. All documents relating to your rate setting, rate modeling, rate benchmarking, rate analysis, or rate comparisons with respect to NYP or any competing provider.

Response to Request No. 49

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about rates, markets, geographies, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "competing providers" as overbroad, not properly defined, and not reasonably tailored to produce relevant information. Aetna objects to the extent this Request seeks information that is public, readily available from other sources, or duplicative of information sought from other parties or non-parties. Aetna further objects to this Request to the

extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 50

Rate Strategies. All documents relating to your strategies, plans, or considerations for reducing, controlling, or limiting your medical loss ratio, total cost of care, or unit prices paid to providers.

Response to Request No. 50

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about prices, costs, markets, geographies, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "strategies, plans, or considerations" as overbroad, not properly defined, and not reasonably tailored. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 51

Rate Financial Effects. All documents relating to the impact of NYP's or any competing provider's rates on health plan premiums, medical loss ratios, margins, profits, or rate filings for any service line or line of business.

Response to Request No. 51

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about plans, products, services, markets, geographies, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "impact," "rates," "competing provider[s]," and "health plan premiums, medical loss ratios, margins, profits, or rate filings for any service line or line of business" as vague, not properly defined, and potentially overbroad. Aetna objects to the extent this Request seeks information that is public, readily available from other sources, or duplicative of information sought from other parties or non-parties. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 52

Rate Pass-Through. All documents relating to your retention, capture, pass-through, or sharing of any savings achieved from lower provider rates or steering, including documents showing how such savings are allocated among you and your health plan members or customers.

Response to Request No. 52

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information

about health plans, customers, members, markets, geographies, providers, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 53

Financial Statements. All audited and unaudited financial statements, annual reports, 10-K and 10-Q filings, statutory financial filings, investor presentations, earnings call transcripts, analyst day presentations, rating agency communications, or bond offering materials relating to NYP; provider contracting; profits and losses; cost of care; competition nationally or in the relevant area; plan design; network design; steering; or provider rates, medical loss ratios, premiums, enrollment, retention, or market share for any health plan offered in the relevant area.

Response to Request No. 53

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, competition, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the production of materials that are publicly available and readily accessible to NYP. Aetna objects to the terms "provider contracting," "profits and losses," "cost of care," "competition nationally or in the relevant area," "plan design," "network design," "steering," "market," "provider rates, medical loss ratios, premiums, enrollment, retention, or market share" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production

of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Aetna further objects to this Request to the extent it seeks publicly available documents, including SEC filings, annual reports, and earnings call transcripts, which NYP may obtain from public sources without burdening non-party Aetna. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 54

Board Materials. All board or board committee materials or minutes relating to NYP; provider contracting; profits and losses; cost of care; competition nationally or in the relevant area; plan design; network design; steering; or provider rates, medical loss ratios, premiums, enrollment, retention, or market share for any health plan offered in the relevant area.

Response to Request No. 54

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, competition, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "provider contracting," "profits and losses," "cost of care," "competition nationally or in the relevant area," "plan design," "network design," "steering," "market," and "provider rates, medical loss ratios, premiums, enrollment, or market share" as vague, not properly defined, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant,

which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Aetna also objects to this Request to the extent it seeks information protected by the attorney-client privilege or attorney work-product doctrine.

Request for Production No. 55

Regularly Prepared Reports. All regularly prepared monthly, quarterly, and annual management financial reports discussing NYP; provider contracting; profits and losses; cost of care; competition nationally or in the relevant area; plan design; network design; steering; or provider rates, medical loss ratios, premiums, enrollment, retention, or market share for any health plan offered in the relevant area.

Response to Request No. 55

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, products, competition, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the terms "provider contracting," "profits and losses," "cost of care," "competition nationally or in the relevant area," "plan design," "network design," "steering," "market," and "provider rates, medical loss ratios, premiums, enrollment, or market share" as vague, not properly defined, lacking specificity, and potentially overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations

under Rule 45. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 56

Health Plan Geographic Markets. All documents relating to the geographic area in which you compete for the sale of health plans, including (i) any analysis of member residence, employer location, or the geographic distribution of covered lives; (ii) any analysis of where you do or could compete for members, customers, employers, plan sponsors, or unions; (iii) any geographic definition used in rate filings, regulatory submissions, or competitive assessments; and (iv) any analysis of geographic barriers to entry or expansion.

Response to Request No. 56

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, customers, plan sponsors, employers, unions, members, products, competition, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 57

Competing Provider Geographic Markets. All documents relating to the geographic areas in which any competing provider competes, including (i) any analysis of patient origin, patient flow, catchment areas, or hospital service areas; (ii) any analysis of where members travel or could travel to receive healthcare services; and (iii) any diversion, substitution, or closest-substitute analysis with respect to any healthcare provider.

Response to Request No. 57

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about health plans, customers, plan sponsors, employers, unions, members, products, competition, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the term "competing provider" as overbroad. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 58

Network Adequacy Assessments. All documents relating to network adequacy with respect to any health plan, product, or network offered in the relevant area, including (i) network adequacy filings and submissions to any regulator; (ii) internal assessments of network adequacy compliance, including time-and-distance, appointment-availability, and provider-to-member-ratio analyses; (iii) gap analyses, remediation plans, or waiver or variance requests; (iv) the role of any healthcare provider, including NYP, in meeting network adequacy standards; and (v) the network adequacy implications of any actual or potential network change, including the addition, exclusion, demotion, or termination of any provider.

Response to Request No. 58

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information

about health plans, members, products, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 59

Marketing Materials. All marketing, promotional, advertising, and sales materials concerning any health plan or product offered in the relevant area, including materials describing or promoting (i) provider network breadth, choice, or access; (ii) any specific healthcare provider, including NYP; (iii) any limited provider network, narrow network, HMO, or similar product; (iv) any designated-provider program; or (v) cost, premium, or out-of-pocket savings associated with network design.

Response to Request No. 59

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about materials, health plans, members, products, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request as overbroad in seeking "all" marketing, promotional, advertising, and sales materials. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent

that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 60

Member and Customer Network Communications. All communications with health plan members or customers in the relevant area concerning network composition, inclusion or exclusion of any healthcare provider, network changes, steering, or designated-provider programs.

Response to Request No. 60

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about communications, health plans, members, products, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request as overbroad in seeking "all" communications with members or customers regarding network information. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 61

Network Messaging Strategies. All documents relating to your messaging strategy, brand positioning, member research, customer research, focus groups, or surveys concerning provider networks, network breadth, provider choice, access to specific providers, or the value of broad or limited networks.

Response to Request No. 61

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about products, markets, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 62

Database Identification. Documents sufficient to identify and describe each structured data system you maintain that contains information relating to members, providers, claims, contracts, networks, plans, products, rates, enrollment, utilization, or financial performance, including for each such system (i) its name, purpose, and data dictionary or schema; (ii) the time period for which data is accessible; (iii) the identity or name of each field in the database; and (iv) the identity of any standard reports or extracts regularly produced from it.

Response to Request No. 62

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action in the format and to the extent requested. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, providers, lines of business, or other information outside of the scope of

the Complaint. Aetna further objects to this Request to the extent it seeks identification of all structured data systems containing information across an extremely broad range of topics—including members, providers, claims, contracts, networks, plans, products, rates, enrollment, utilization, and financial performance—which lacks specificity and would encompass practically every Aetna database and data field with no practical limitation on substance or relevance, imposing an undue and substantial burden on Aetna to identify massive amounts of unnecessary information. Aetna objects to this Request to the extent that it requires Aetna to produce information in a format that does not exist in the ordinary course of Aetna's business or that would require substantial time and expense to generate. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding the scope and nature of any structured data production in connection with this Request.

Request for Production No. 63

Rate Data. Structured data sufficient to show, on at least a year-by-year basis, the reimbursement rates, fee schedules, discounts off billed charges, case rates, per diems, DRG payments, capitated payments, value-based payments, quality incentive payments, and any other financial terms applicable to NYP or any competing provider, separately for each plan, product, line of business, and category of service.

Response to Request No. 63

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action in the format and to the extent requested. Aetna objects to the extent this Request seeks information about plans, products, markets, services, geographies, networks, providers, lines of business, or other information outside of the scope of the Complaint.

Aetna objects to this Request to the extent that it requires Aetna to produce information in a format that does not exist in the ordinary course of Aetna's business or that would require substantial time and expense to generate. Aetna objects to this Request to the extent it seeks production of information already within the possession of NYP or Plaintiff. Aetna objects to the term "any other financial terms" as vague and potentially overbroad. Aetna also objects to this Request to the extent it seeks Aetna's negotiated reimbursement rates and contractual financial terms for every provider in the relevant area—among the most sensitive trade secret information Aetna possesses, which may only be disclosed pursuant to an appropriate protective order entered in this Action. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding the scope of any structured data production in connection with this Request.

Request for Production No. 64

Volume Data. Structured data sufficient to show, for the relevant period, the number of inpatient admissions, outpatient encounters, ambulatory surgeries, and emergency department visits at NYP and each competing provider in the relevant area, disaggregated by member three-digit zip code or county of residence, facility, MS-DRG or service line, plan, product, line of business, and calendar quarter.

Response to Request No. 64

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action in the format and to the extent requested. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request to the extent it seeks production of information already within the possession of NYP or Plaintiff. Aetna further objects to this Request to the extent that it requires Aetna to produce information in a format that does not exist in the

ordinary course of Aetna's business or that would require substantial time and expense to generate. Aetna also objects to this Request to the extent it seeks Aetna's proprietary, confidential, or commercially protected claims and volume information. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding the scope of any structured data production in connection with this Request.

Request for Production No. 65

Provider Payment Data. Structured data sufficient to show, for the relevant period, the total billed and paid amounts at NYP and each competing provider in the relevant area, disaggregated by facility, MS-DRG or service line, plan, product, line of business, and calendar quarter.

Response to Request No. 65

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action in the format and to the extent requested. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request to the extent it seeks production of information already within the possession of NYP or Plaintiff. Aetna further objects to this Request to the extent that it requires Aetna to produce information in a format that does not exist in the ordinary course of Aetna's business or that would require substantial time and expense to generate. Aetna also objects to this Request to the extent it seeks Aetna's proprietary, confidential, or commercially protected payment data. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding the scope of any structured data production in connection with this Request.

Request for Production No. 66

Health plan Financial Data. Structured data sufficient to show, on a year-by-year basis for the relevant period, separately for each line of business (including fully insured, ASO, individual, small group, large group, exchange, Medicare Advantage, Medicaid Managed Care) and separately for each health plan and product offered in the relevant area: (i) premiums; (ii) medical loss ratio; (iii) enrollment; (iv) retention; (v) market share; (vi) revenue; (vii) administrative expenses; (viii) underwriting gain or loss; (ix) the total amount you paid to NYP and to each competing provider; (x) the total revenue derived from members who used the services of NYP and each competing provider; and (xi) any equivalent metric you track.

Response to Request No. 66

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to this Request to the extent it seeks production of information already within the possession of NYP or Plaintiff. Aetna further objects to this Request to the extent that it requires Aetna to produce information in a format that does not exist in the ordinary course of Aetna's business or that would require substantial time and expense to generate. Aetna also objects to this Request to the extent it seeks Aetna's proprietary, confidential, or commercially protected financial data. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding the scope of any structured data production in connection with this Request.

Request for Production No. 67

DOJ Investigation Materials. All documents relating to the Department of Justice ("DOJ") investigation or lawsuit concerning NYP's contracting practices, including (i) all related documents produced to or received from the DOJ; (ii) all related communications with the DOJ; (iii) all non-privileged internal analyses or discussions; and (iv) all related communications with any third-party.

Response to Request No. 67

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest doctrine, or other applicable privilege or protection. Aetna objects to the Request for "all non-privileged internal analyses or discussions" as vague and lacking specificity. Aetna objects to the Request for "all related communications with any third-party" as vague and lacking specificity. Aetna further objects to this Request to the extent it seeks documents—including any documents produced to or received from the DOJ—that are more properly obtained from Plaintiff, a party in this case. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45. Subject to and without waiving the foregoing objections, Aetna is willing to meet and confer with NYP regarding this Request.

Request for Production No. 68

Government Lobbying Materials. All documents relating to any communications with any government agency or official (other than the DOJ) about NYP's contracting practices.

Response to Request No. 68

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the Request for "any" communication with "any government agency or official" as overbroad and lacking specificity. Aetna also objects to this Request to the extent it seeks communications that are protected by the attorney-client

privilege, attorney work-product doctrine, or other applicable privilege or protection. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 69

Atrium. All documents relating to any investigation or lawsuit relating to Atrium Health (U.S. v. The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System, 3:16-cv-00311 (W.D.N.C.)), including (i) all documents you produced or testimony you provided to any party; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; (iv) any communications with any third party; and (v) any analysis of the effect of any remedy or judgment in that matter, including any effect on market shares, reimbursement rates, or availability of limited provider networks or plans.

Response to Request No. 69

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the request for "all documents" provided to any party, "all communications with any party," "any" analyses or discussions, "any communications," and "any analysis of the effect" of remedies or judgments as overbroad and seeking certain types of documents (*e.g.*, any communication, any analysis, any discussion) no practical limitation on substance or relevance. Aetna objects to the Request to the extent it seeks materials duplicative of other Requests. Aetna also objects to this Request on the grounds that documents relating to prior antitrust litigation in a different geographic market, concerning a different hospital system, involving different issues, and involving materials going far back in time are not proportional to the needs of this Action and are not reasonably expected to yield information relevant to the claims or defenses asserted here. Aetna further objects to this Request to the extent it seeks information

protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest doctrine, or other applicable privilege or protection, including all internal analyses and legal assessments relating to Aetna's role in that proceeding. Aetna additionally objects to this Request to the extent it seeks information previously produced pursuant to a protective order in that prior litigation.

Request for Production No. 70

Sutter Health. All documents relating to any investigation or lawsuit relating to Sutter Health (UFCW & Employers Benefit Trust v. Sutter Health, CGC-14-538451 (Cal. Super. Ct. S.F. Cnty.); California v. Sutter Health, CGC-18-565398 (Cal. Super. Ct. S.F. Cnty.); and Sidibe v. Sutter Health, 3:12-cv-04854 (N.D. Cal.), 104 F.4th 1043 (9th Cir. 2024)), including (i) all documents you produced or testimony you provided to any party; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; (iv) any communications with any third party; and (v) any analysis of the effect of any remedy or judgment in that matter, including any effect on market shares, reimbursement rates, or availability of limited provider networks or plans.

Response to Request No. 70

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the request for "all documents" provided to any party, "all communications with any party," "any" analyses or discussions, "any communications," and "any analysis of the effect" of remedies or judgments as overbroad and seeking certain types of documents (*e.g.*, any communication, any analysis, any discussion) with no practica limitation on substance or relevance. Aetna objects to the Request to the extent it seeks materials duplicative of other Requests. Aetna also objects to this Request on the grounds that documents relating to prior antitrust litigation in a different geographic market, different issues, and concerning a different hospital system are not proportional to the needs of this Action and are not reasonably expected to

yield information relevant to the claims or defenses asserted here. Aetna further objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, joint defense privilege, common interest doctrine, or other applicable privilege or protection. Aetna additionally objects to this Request to the extent it seeks information previously produced pursuant to a protective order in those prior proceedings.

Request for Production No. 71

U.S. v. Aetna. All documents concerning insurer or payor buy-side market power, monopsony, bargaining or negotiation leverage, network effects, payor concentration, the all products clause, or steering in connection with U.S. v. Aetna Inc., No. 3:99-cv-1398 (N.D. Tex.), including (i) all documents you produced or testimony you provided to any party, including any materials you produced under the Hart-Scott-Rodino Act; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; and (iv) any communications with any third party.

Response to Request No. 71

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the request for "all documents" provided to any party, "all communications with any party," "any" analyses or discussions, "any communications," and "any analysis of the effect" of remedies or judgments as overbroad and seeking certain types of documents (*e.g.*, any communication, any analysis, any discussion) with no practical limitation on substance or relevance. Aetna objects to the terms "power," "leverage," "concentration," "market," "effects," and "monopsony" as vague, not properly defined, and potentially overbroad. Aetna objects to the Request to the extent it seeks materials duplicative of other Requests. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Documents from United States v.

Aetna Inc., No. 3:99-cv-1398 (N.D. Tex.)—a case resolved more than twenty-five years ago that did not concern NYP's contracting practices or the New York market—are not proportional to the needs of this litigation. Aetna further objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection. Aetna additionally objects to this Request to the extent it seeks documents that may no longer be in Aetna's possession or control in reasonably accessible form given the passage of time, and to the extent such documents were previously produced to the DOJ or other parties and are more readily available from those sources.

Request for Production No. 72

U.S. v. Anthem. All documents concerning insurer or payor buy-side market power, monopsony, bargaining or negotiation leverage, network effects, payor concentration, or steering in connection with U.S. v. Anthem, Inc., 1:16-cv-1493 (D.D.C.), including (i) all documents you produced or testimony you provided to any party, including any materials you produced under the Hart-Scott-Rodino Act; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; and (iv) any communications with any third party.

Response to Request No. 72

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the Request for "all communications with any party," "any" analyses or discussions, "any communications," and "any analysis of the effect" of remedies or judgments as overbroad and seeking certain types of documents (*e.g.*, any communication, any analysis, any discussion) with no practical limitation on substance or relevance. Aetna objects to the terms "power," "leverage," "concentration," "market," "effects," and "monopsony" as vague, not properly defined, and potentially overbroad. Aetna objects to the Request to the extent it seeks

materials duplicative of other Requests. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna further objects to this Request on the grounds that Aetna was not a party to the referenced litigation—United States v. Anthem, Inc., 1:16-cv-1493 (D.D.C.)—which concerned a proposed merger between Anthem and Cigna with no apparent mention of NYP. Aetna additionally objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection, and to the extent it seeks information more readily available from the parties to that litigation.

Request for Production No. 73

U.S. v. BCBS of Michigan. All documents concerning insurer or payor buy-side market power, monopsony, bargaining or negotiation leverage, network effects, payor concentration, or steering in connection with U.S. v. Blue Cross Blue Shield of Michigan, 2:10-cv-14155 (E.D. Mich.), including (i) all documents you produced or testimony you provided to any party, including any materials you produced under the Hart-Scott-Rodino Act; (ii) all communications with any party; (iii) any non-privileged internal analyses or discussions; and (iv) any communications with any third party.

Response to Request No. 73

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the request for "all communications with any party," "any" analyses or discussions, "any communications," and "any analysis of the effect" of remedies or judgments as overbroad and seeking certain types of documents (*e.g.*, any communication, any analysis, any discussion) with no practical limitation on substance or relevance. Aetna objects to the terms "power," "leverage,"

"concentration," "market," "effects," and "monopsony" as vague, not properly defined, and potentially overbroad. Aetna objects to the Request to the extent it seeks materials duplicative of other Requests. Aetna further objects to this Request on the grounds that Aetna was not a party to the referenced litigation—United States v. Blue Cross Blue Shield of Michigan, 2:10-cv-14155 (E.D. Mich.)—which concerned the contracting practices of Blue Cross Blue Shield of Michigan, a different insurer, in Michigan, a different market, and involved different issues and facts from many years ago. Aetna additionally objects to this Request to the extent it seeks information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable privilege or protection, and to the extent it seeks documents more readily available from the parties to that litigation.

Request for Production No. 74

32BJ. All documents relating to any communication with 32BJ Health Plan concerning NYP's contracting practices or NYP's participation, inclusion, or exclusion from any network, tier, or limited provider network or plan covering 32BJ members.

Response to Request No. 74

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna further objects to this Request to the extent that it seeks the production of information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would

require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Request for Production No. 75

City of New York. All documents relating to any communication with the City of New York concerning NYP's contracting practices or NYP's participation, inclusion, or exclusion from any network, tier, or limited provider network or plan covering City of New York employees.

Response to Request No. 75

Aetna objects to this Request on the grounds that it is overly broad, disproportionate to the needs of the case, and imposes an undue burden on non-party Aetna. Aetna also objects to this Request on the grounds that it is not reasonably expected to yield relevant information and not proportional to the needs of this Action. Aetna objects to the extent this Request seeks information about contracts, members, plans, products, markets, geographies, networks, facilities, providers, services, lines of business, or other information outside of the scope of the Complaint. Aetna objects to the extent responsive information is available to the public and accessible to NYP rather than imposing an undue burden on non-party Aetna. Aetna further objects to this Request to the extent that it seeks the production of certain other information that is confidential, proprietary, commercially sensitive, or competitively significant, which is unduly burdensome and intrusive for a non-party. Aetna additionally objects to this Request to the extent that it would require Aetna to conduct an unreasonably burdensome custodial search not proportionate to Aetna's non-party obligations under Rule 45.

Dated: June 22, 2026

Respectfully submitted,

Dechert LLP

/s/ Rani Habash

Rani Habash
1900 K Street NW
Washington DC, 20006
(202) 261-3481
rani.habash@dechert.com

Counsel for Aetna Inc. and Aetna Health Inc.

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2026, I caused copies of the foregoing Non-party Aetna's Responses and Objections to Defendant The New York and Presbyterian Hospital's Subpoena to Produce Documents, Information, or Objects to be served via electronic mail on issuing counsel.

/s/ Rani Habash
Rani Habash

EXHIBIT 3

Proskauer Proskauer Rose LLP | 2029 Century Park East | Los Angeles, CA 90067

Vinay Kohli
310-284-5695
vkohli@proskauer.com

June 5, 2026

Aetna Inc. c/o General Counsel's Office
151 Farmington Ave.
Hartford, CT 06156

Re: *U.S. v. NYP*, 26-cv-2480 (S.D.N.Y.)

To Whom it May Concern[1]:

We represent the New York and Presbyterian Hospital ("NYP") in the above-captioned case. Enclosed is a copy of the subpoena that we have served on your registered agent. We are writing to introduce ourselves and begin the dialogue concerning subpoena compliance.

Please be aware that we are serving materially identical subpoenas on the five largest commercial insurers in the relevant market, which together account for the overwhelming majority of that market. Because the same core issues will recur across recipients, NYP intends to manage subpoena compliance on a coordinated schedule so that common issues can be addressed efficiently, consistently, and, if necessary, presented to the Court in an orderly fashion.

We expect that you may have some questions. Hopefully, this letter may answer some of them, and we can answer any remaining questions during our initial meet and confer, which we would like to schedule for next week. Please let us know if you are available on June 12, 2026 and June 15, 2026. If neither of those days work, please propose an alternative day or time.

1. *Timeline to Commencement and Completion of Scope Negotiations.*

Under Rule 45, you have 14 days to respond to the subpoena. We are, however, willing to extend that deadline so long as we are making reasonable progress as outlined below.

As a threshold matter, we still do not have access to the materials you have produced to the DOJ. We have been informed by the DOJ that they provided notice to you that our Rule 34 document requests to the DOJ require them to re-produce those materials to us, but they have refused to do so at this time based on confidentiality concerns.

If you execute the attached stipulation by June 15, 2026 allowing the DOJ to re-produce your materials to NYP on an outside counsel's eyes only basis, we are willing to extend the deadline for you to serve your objections to the subpoena by an additional week, to June 29, 2026. If you are unwilling to do so, then we will insist on adherence to the 14-day response period specified under Rule 45.

If you need even more time, we would be willing to extend the deadline by an additional week to July 8, 2026, which would be 30 days after service, if you also provide us by June 29,

[1] We have addressed this letter to your office, as General Counsel to Aetna Inc. If there are others with whom we should be discussing these issues with, please let us know at your earliest convenience.

2026 the following information so we can begin negotiating custodians: (i) the names of the individuals that are responsible for contracting with hospital providers in the Relevant Area (as defined by the subpoena); (ii) the names of the custodians you would propose searching; and (iii) organization charts or other information requested in RFP 2 and sufficient to identify those individuals' superior and direct reports.

Once we receive your objections, we can then schedule another meet and confer to discuss your objections and hopefully finalize the custodian list. After receiving your objections, we will send you a letter addressing any concerns we have with your objections or plan for complying with the subpoena. We will send this letter within 7 to 14 days of receiving your objections, depending on how extensive your objections are. We would then schedule a second meet and confer no later than 7 days thereafter, or, in any event, no later than July 24, 2026.

Within 7 days after the meet and confer, or no later than July 31, 2026, we will send you another letter addressing any agreements or areas of continued dispute. This letter will include our near final position on your objections and plan for subpoena compliance. Please be aware that, if we do not have sufficient information about your custodians and central files by the time of our second meet and confer, we may not be able to limit the scope of the subpoena as much as you may like. In any event, we will make ourselves available for a final meet and confer after we send you that letter, which will need to be completed no later than August 7, 2026.

On that third/final meet and confer, we expect to have either reached agreement or impasse on all issues, and will then be free at that point to file appropriate letter motions with the Court seeking to compel production or for other appropriate relief.[2]

We believe this process serves all parties' interests in quickly reaching resolution concerning the scope of the subpoena, while providing you with the time you need to evaluate the subpoena. Please be aware, however, that we have served similar subpoenas on each of the five major insurers, and sent them a similar process letter.

To ensure that all common issues get presented to the Court in an organized fashion and at the same time, it is important that we adhere to the following schedule, which contemplates a 60-day period between service of the subpoena and filing any dispute letter. To be clear, however, if any of the dates below are not strictly adhered to, we reserve the right to seek Court assistance earlier.

Event	*Deadline*
Subpoena served	June 8, 2026
NYP serves process letter	June 8, 2026
Parties conduct first meet and confer	June 15, 2026
Return of Stipulation Granting Access to Your DOJ Production	June 15, 2026
Identification of contracting employees, proposed custodians, and organization/reporting information	June 29, 2026
Deadline for service of Objections and Response to Subpoena	July 8, 2026
NYP serves first issues letter	July 17, 2026

[2] We understand that discussions concerning the collection of structured data may take some more time.

Event	*Deadline*
Deadline to conduct second meet and confer	July 24, 2026
NYP serves second issues letter	July 31, 2026
Deadline to conduct third and final meet and confer	August 7, 2026
Parties may file letter motions addressing disputed issues	August 8, 2026

2. *Additional Issues.*

Litigation Hold. By this point, we would assume that you have already instituted a litigation hold for all your potentially responsive custodial files, central repositories, contract databases, structured data, shared drives, archived materials, and communications platforms. If not, we request that you please do so, and confirm on our first meet and confer that you have done so.

Use of Objections. Under our schedule (and assuming you take advantage of the offered extensions), your objections would be due on July 8th. In framing your objections, we will want to understand which objections are designed to shape or limit the *custodians* or document *locations* you search, and which are designed to substantively withhold documents based on their *content*. Please ensure that objections enable us to understand how you are using your objections in this regard, and that they identify, as required, what documents are being withheld on the basis of any objection.

Custodian Searches. To manage burden, we would expect that you want to negotiate custodians. To do so, we will need an understanding of which RFPs can reasonably be satisfied with a search from a discrete set of custodians, and which requests may require a targeted search (sometimes called a "go get" search) of central files, databases, or other custodians. While we are open to further discussion based on your own document management processes and practices, we would expect that the following RFPs would require a custodian search, including related central files: RFPs 5-8, 13-29, 31-37, and 39-52. The following RFPs would require a targeted search: RFPs 1-4, 62-66. And the following RFPs would require a combination of custodian and targeted searches: RFPs 9-12, 30, 38, 53-61, 67-76. If you have a different understanding, we would need to understand that soon, as it will impact our ability to reach agreement on custodians, and the failure to reach agreement on custodians may limit our ability to agree to a narrower scope of production than may otherwise be the case.

Search Terms. You are not required to use search terms, and we believe that modern e-discovery tools, such as TAR and AI-enhanced review, have rendered the use of search terms obsolete in most cases. But if you elect to use search terms in connection with your collection, review, or production of documents, you must disclose the use of search terms in advance, and must use the Terms attached to the subpoena as Exhibit C, as specified in Instruction 11.

Production Deadline. The procedures outlined above provide a reasonable way to address any issues or objections you may have to the subpoena. But we need to ensure that discussions concerning such issues, or the resolution of any objections, do not operate as a de facto stay of discovery or otherwise delay your production. Accordingly, please be aware that, absent any agreement to the contrary, we intend to ask the Court to impose a deadline for the substantial completion of document production 90 days following service of the subpoena, which would be

approximately 30 days after the deadline set forth above for raising disputes with the Court. Please plan accordingly.

Sincerely,

/s/ Vinay Kohli

EXHIBIT 4

Proskauer

Proskauer Rose LLP | 2029 Century Park East, Suite 2400| Los Angeles, CA 90067

July 7, 2026

Via Email
Rani Habash
Dechert LLP
1900 K Street, NW
Washington, DC 20006

Re: *U.S. v. NYP*, 26-cv-2480-PAE-OTW (S.D.N.Y.)
Aetna's Responses and Objections to NYP's Subpoena

Dear Counsel:

We write regarding Aetna's June 22, 2026 Responses and Objections to NYP's subpoena dated June 5, 2026. We have several concerns we would like to discuss on our upcoming meet and confer. To make the meet and confer more productive, below are the primary issues we would like to discuss.[1]

A. Aetna's General Failure to Produce Documents.

As reflected in the following chart, your June 22nd R&Os do not contain a single offer to produce documents. Instead, you assert a panoply of objections.

Aetna Offers of Production									
RFP	**Offer**	**RFP**	**Offer**	**RFP**	**Offer**	**RFP**	**Offer**	**RFP**	**Offer**
1	X	16	X	31	X	46	X	61	X
2	X	17	X	32	X	47	X	62	X
3	X	18	X	33	X	48	X	63	X
4	X	19	X	34	X	49	X	64	X
5	X	20	X	35	X	50	X	65	X
6	X	21	X	36	X	51	X	66	X
7	X	22	X	37	X	52	X	67	X
8	X	23	X	38	X	53	X	68	X
9	X	24	X	39	X	54	X	69	X
10	X	25	X	40	X	55	X	70	X
11	X	26	X	41	X	56	X	71	X
12	X	27	X	42	X	57	X	72	X
13	X	28	X	43	X	58	X	73	X
14	X	29	X	44	X	59	X	74	X
15	X	30	X	45	X	60	X	75	X
Legend: "P" denotes RFPs where you have offered to produce documents responsive to the RFP as written. "I" denotes RFPs where you have offered to produce some, but not all, responsive documents. "X" denotes RFPs where you have made no offer of production.									

[1] This letter concerns NYP's Subpoena served on Aetna on June 8, 2026 and accompanying letter; and Aetna's June 22, 2026, Objections and Responses.

Since you have made no offer of production, you have not provided any basis for the parties to reach any agreement on the scope of Aetna's obligations. We do not believe that such an approach is productive. Accordingly, please be prepared on our meet and confer to identify which custodians you plan to search, which RFPs you will agree to respond to as written within any agreed scope of search, what proposals you have for limiting any RFPs for which you are willing to engage in some production; and which RFPs you are refusing to produce any documents.

B. Aetna's General Objections.

Your R&Os contain 28 largely boilerplate General Objections. Such objections do not comply with Rule 34(2)(C), which requires you to state "whether any responsive materials are being withheld on the basis of [each] objection," and provides that "an objection to part of a request must specify the part and permit inspection of the rest." To the extent you intend your General Objections to provide a basis for limiting the scope of the search to particular custodians, locations, or time periods, we can discuss such limitations on our meet and confer. But to the extent you intend to rely on your General Objections to withhold responsive documents within any agreed-upon scope of search, please be prepared on the meet and confer to discuss which General Objections you are relying on for that purpose and which RFPs you intend not to comply with as written based on one or more of your General Objections.

C. Custodians.

Your Objections fail to identify the individuals responsible for provider contracting network design, plan benefit design, and competitive or financial analysis, or any of your proposed custodians. You have also failed to produce, or even agree to produce, organization charts or other information that would facilitate a discussion about any custodial-based limits on the scope of Aetna's subpoena-compliance obligations. Your obligation in responding to this compulsory process is to produce all documents in your possession, custody, and control. If you wish to limit your burden of searching for and producing all such documents by limiting the collection to specific custodians, we suggest you promptly provide the information necessary for us to evaluate any proposed limitation.

D. RFPs for Which You Offered to Meet and Confer.

For fourteen RFPs, which map onto our requests for organizational information, NYP agreements, competing provider agreements, and data, you asserted a litany of objections, but then offered to meet and confer.[2] On our meet and confer, we expect you to state what you will agree to produce, and what, if any, portions of each RFP *as written* you are currently refusing to produce. Without that, it will not be possible for us to try to reach compromise.

---

[2] *See* RFPs: 1 (corporate structure); 2 (relevant personnel); 3 (health plans offered); 4 (provider networks); 30 (NYP agreements); 38 (competing provider agreements); 53 (financial statements); 55 (regularly prepared reports); 62 (database identification); 63 (rate data); 64 (volume data); 65 (provider payment data); 66 (health plan financial data); and 67 (DOJ investigation materials).

E. RFPs for which You Refuse to Meet and Confer.

For the remaining 61 RFPs, you have asserted a litany of objections, refused to make any offer of production, and have not even indicated a willingness to meet and confer. For example, you have refused to produce *any* documents relating to:

- Steering, Anti-Steering, or Network Placement (*Section C, RFPs 5-17)*.
- The Interplay Between Plan Benefits, Network Design, Provider Volume, and Member or Customer Demand Satisfaction (*Section D, RFPs 18-21)*.
- Designated-Provider Programs (*Section E, RFPs 22-24)*.
- Insurer or Provider Bundling or Cross-Subsidization. (*Section F, RFPs 25-*26*)*.
- Stage One and Stage Two Price Competition. (*Section G, RFPs 27-29)*.
- Contractual Relationship with NYP. (*Section H, RFPs 31-37)*.
- Contractual Relationships with Competing Providers (*Section I, RFPs 39-41)*.
- Limited Provider Networks or Plans (*Sections J, RFPs 42-43)*.
- Insurer Bargaining and Competitive Position (*Section K, RFPs 44-48)*.
- Reimbursement Rates (*Section L, RFPs 49-52)*.
- Board Materials (*Section M*, *RFP 54)*.
- Geographic Scope of Competing Health Plans, Providers, and Network Adequacy. (*Section N, RFPs 56-58)*.
- Marketing Materials re Network Design and Premiums (*Section O, RFPs 59-61)*.
- Government Lobbying Materials Relating to NYP (*Section Q, RFP 68)*.
- Steering Suits and Investigations (*Section R, RFPs 69-70)*.
- Insurer Monopsony Power Suits and Investigations (*Section S, RFPs 71-73)*.
- Specific Competitive Episodes. (*Section T, RFPs 74-75)*.

On our meet and confer, please be prepared to state definitively whether you are standing on your objections, such that the parties are now at impasse. If you do not intend to stand on your objections, then on the meet and confer, we expect you to identify on an RFP-by-RFP basis those portions of each RFP for which you will produce documents and which you intend not to comply.

F. Specific Limitations to the Subpoenas.

It is unclear from your Responses and Objections what, if any, specific limitations you are seeking that may span multiple RFPs. If there are any such issues, such as Relevant Period or Relevant Market, please be prepared to identify those specific issues, and present a counterproposal for us to consider. Otherwise, please be prepared on the meet and confer to state whether you are standing on those objections, such that the parties are now at impasse.

G. Path Forward.

We hope and expect that our meet and confer will be productive, and that we will be able to reach agreement on the scope of Aetna's production or at least on a path forward for prompt resolution of any open issues, such as custodian identification. Please note, however, that if we cannot reach agreement on our meet and confer, we reserve the right to raise any issues with Court in accordance with its discovery dispute rules concerning Aetna's non-compliance with the subpoena *as written*, at any point thereafter.

Sincerely,

/s/ Vinay Kohli

CC: Colin Kass (CKass@proskauer.com)
David Munkittrick (DMunkittrick@proskauer.com)
Mark Rosman (MRosman@proskauer.com)
Richard Westling (RWestling@proskauer.com)

EXHIBIT 5

From: Ru, KaDee L.
Sent: Thursday, July 9, 2026 6:48 PM
To: 'Habash, Rani' <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Rani,

We will update the calendar invite for Monday at 3pm ET.

Best regards,

KaDee Ru
Associate

Proskauer
1001 Pennsylvania Ave N.W.
Suite 600 South
Washington, DC 20004-2533
d +1.202.416.6809
kru@proskauer.com

From: Habash, Rani <rani.habash@dechert.com>
Sent: Thursday, July 9, 2026 5:13 PM
To: Ru, KaDee L. <KRu@proskauer.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Hi KaDee,

We can move to Monday at 3pm ET. We also hope it will also provide you some more time to consider what you need from Aetna within reason to defend your case. The subpoena contains 75 requests seeking practically every document and database in our client's company without any meaningful limitations, which is not realistic. Your letter also does not contain a single proposal to narrow the requests. This will need to be a two-way street if we're going to make any progress.

Thanks,
Rani

Rani Habash
Partner

Dechert LLP
+1 202 261 3481 Direct
+1 304 610 8780 Mobile
rani.habash@dechert.com
dechert.com

From: Ru, KaDee L. <KRu@proskauer.com>
Sent: Thursday, July 9, 2026 11:02 AM
To: Habash, Rani <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Rani,

We wanted to confirm whether or not you agree to move our meet and confer currently scheduled for tomorrow at 10am ET to Monday, July 13th? We can be available on Monday the 13th between 11:30am to 1pm ET or after 3pm ET. Also, could you please let us know if you intend to respond to our deficiency letter?

Best regards,

KaDee Ru
Associate

Proskauer
1001 Pennsylvania Ave N.W.
Suite 600 South

Washington, DC 20004-2533
d +1.202.416.6809
kru@proskauer.com

From: Ru, KaDee L.
Sent: Tuesday, July 7, 2026 9:33 PM
To: 'Habash, Rani' <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Rani,

Please see the attached correspondence. We understand that it may take time for you to review our letter and internally discuss your positions. In light of that, we are agreeable to moving our meet and confer currently scheduled for this Friday, July 10, to the following Monday, July 13. Please let us know if that makes sense to you. We can be available on Monday the 13th between 10am to 1pm ET or after 3pm ET.

Best regards,

KaDee Ru
Associate

Proskauer
1001 Pennsylvania Ave N.W.
Suite 600 South
Washington, DC 20004-2533
d +1.202.416.6809
kru@proskauer.com

From: Habash, Rani <rani.habash@dechert.com>
Sent: Thursday, July 2, 2026 4:39 PM
To: Ru, KaDee L. <KRu@proskauer.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

---

No problem, 10-11am should work for us. Assuming you're still planning to get us a letter, when can we expect it so we can plan accordingly?

Thanks,
Rani

Rani Habash
Partner

Dechert LLP
+1 202 261 3481 Direct
+1 304 610 8780 Mobile
rani.habash@dechert.com
dechert.com

From: Ru, KaDee L. <KRu@proskauer.com>
Sent: Thursday, July 2, 2026 3:00 PM
To: Habash, Rani <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Rani,

Apologies, but we will need to move our meet and confer currently scheduled for the 7th at 3pm ET. We can be available Friday the 10th from 10-11am ET or anytime after 1pm ET. Do any of those timeframes work for you?

Best regards,

KaDee Ru
Associate

Proskauer
1001 Pennsylvania Avenue, NW
Suite 600 South
Washington, DC 20004-2533
d 202.416.6809
f 202.416.6899
kru@proskauer.com

From: Ru, KaDee L.
Sent: Monday, June 29, 2026 9:52 PM
To: 'Habash, Rani' <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Rani,

3:00pm ET works for us on July 7. We will send you a calendar invite.

Best regards,

KaDee Ru
Associate

Proskauer
1001 Pennsylvania Avenue, NW
Suite 600 South
Washington, DC 20004-2533
d 202.416.6809
f 202.416.6899
kru@proskauer.com

From: Habash, Rani <rani.habash@dechert.com>
Sent: Sunday, June 28, 2026 9:11 PM
To: Ru, KaDee L. <KRu@proskauer.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

---

Hi KaDee,

I'll be out on July 6th but how about the 7th? We could do 11am-12:30pm, 1:30-2:00pm, or 2:30-4:00pm ET. Thanks.

Rani Habash
Partner

Dechert LLP
+1 202 261 3481 Direct
+1 304 610 8780 Mobile
rani.habash@dechert.com
dechert.com

From: Ru, KaDee L. <KRu@proskauer.com>
Sent: Wednesday, June 24, 2026 6:40 PM
To: Habash, Rani <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; Kohli, Vinay <VKohli@proskauer.com>; Kass, Colin R <CKass@proskauer.com>; Beckwith, Michael <MBeckwith@proskauer.com>
Subject: RE: Aetna's Responses & Objections to NY Presby Subpoena

Rani,

We've reviewed your responses and objections to NYP's subpoena. Per the cover letter attached to

the subpoena, we will send you a letter next week addressing your responses and objections, and we can have a meet and confer thereafter. Given the upcoming 4th of July holiday, we propose having the meet and confer on July 6.

Best regards,

KaDee Ru
Associate

Proskauer
1001 Pennsylvania Avenue, NW
Suite 600 South
Washington, DC 20004-2533
d 202.416.6809
f 202.416.6899
kru@proskauer.com

From: Kohli, Vinay <VKohli@proskauer.com>
Sent: Monday, June 22, 2026 11:55 PM
To: Habash, Rani <rani.habash@dechert.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>; NYP Contract Defense Team <NYPContractDefenseTeam@proskauer.com>
Subject: Re: Aetna's Responses & Objections to NY Presby Subpoena

Rani:

Thank you for sending these along. Our team is reviewing and we will reach out by Wednesday to schedule a meet and confer.

Regards,

Vinay

Vinay Kohli
Partner

Proskauer
2029 Century Park East
Suite 2400
Los Angeles, CA 90067-3010
d 310.284.5695
m 713.269.6851
VKohli@proskauer.com

From: Habash, Rani <rani.habash@dechert.com>

Sent: Monday, 22 June 2026 20:49:05
To: Kohli, Vinay <VKohli@proskauer.com>
Cc: Weitzman, Yosi <Yosi.Weitzman@dechert.com>
Subject: Aetna's Responses & Objections to NY Presby Subpoena

This email sent by rani.habash@dechert.com originated from outside the Firm.

Hi Vinay,

On behalf of Aetna Inc. and Aetna Health Inc., attached are responses and objections to NY Presby's subpoena served on June 8, 2026.

After you've had a chance to review, we're happy to discuss later this week.

Thanks,
Rani

Rani Habash
Partner

Dechert LLP
+1 202 261 3481 Direct
+1 304 610 8780 Mobile
rani.habash@dechert.com
dechert.com

saving them, and notify the sender immediately.
****
****

This e-mail is from Dechert LLP, a law firm, and may contain information that is confidential or privileged. If you are not the intended recipient, do not read, copy or distribute the e-mail or any attachments. Instead, please notify the sender and delete the e-mail and any attachments. Thank you
This e-mail is from Dechert LLP, a law firm, and may contain information that is confidential or privileged. If you are not the intended recipient, do not read, copy or distribute the e-mail or any attachments. Instead, please notify the sender and delete the e-mail and any attachments. Thank you

EXHIBIT 6

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York

United States of America

Plaintiff

v.

The New York and Presbyterian Hospital

Defendant

Civil Action No. 26-cv-02480

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Aetna Inc.
151 Farmington Ave.; Hartford, CT 06156 c/o Rani Habash, Esq.

(Name of person to whom this subpoena is directed)

☑ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Attached Schedule

Place:	Date and Time:
U.S. Dept. of Justice, Antitrust Division 201 Varick St., Room 1006 New York, NY 10014	07/27/2026 4:00 pm

☐ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/06/2026

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Serajul F. Ali

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Plaintiff United States of America, who issues or requests this subpoena, are:

Serajul F. Ali; U.S. DOJ; 450 Fifth St. NW, Suite 4100; Washington, DC 20530; serajul.ali2@usdoj.gov; (202) 598-2423

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 26-cv-02480

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

☑ I served the subpoena by delivering a copy to the named person as follows: _____

Rani Habash, Esq. via email per agreement.

_____ on *(date)* 07/06/2026 ; or

☐ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

$ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

Rule 45 Subpoena to Aetna Inc.

Schedule of Requests

1. Submit all documents and data you produce, or have produced, to Defendant voluntarily or in response to any subpoena served by Defendant, in this Litigation and the Investigation that preceded this Litigation.

2. Submit one copy of each organizational chart or personnel directory in effect during the Relevant Period for the Company's senior executives and Managed Care contracting personnel in the Relevant Area.

3. Submit all agreements for the Relevant Insurance Product in the Relevant Area between the Company and each of the following entities: Defendant; Northwell Health; Mount Sinai Health System; and NYU Langone Health.

4. Submit all documents relating to negotiations with Defendant regarding agreements for the Relevant Insurance Product in the Relevant Area, including communications between the Company and Defendant concerning the agreements' provisions.

5. Submit strategic plans, business plans, or other documents, including but not limited to any pricing and premium setting models, actuarial modeling, and consumer preference and enrollment studies used to inform negotiations with Defendant and other hospital systems, sufficient to show short-term or long-range strategies or objectives relating to the Company's Relevant Insurance Products, including Managed Care contracting, in the Relevant Area.

6. Submit documents sufficient to show whether employers in the Relevant Area seek to lower their own or their employees' health care costs and/or consider Steered Plans.

7. Submit all documents relating to Steering for your Relevant Insurance Products in the State of New York, including documents concerning:

    a. Actual Steering;

    b. Attempts by anyone—including employers, government entities, and labor unions—to Steer patients;

    c. Potential savings, including to members and employers, from Steering;

    d. The effects of Steering on the hospital choices of members and employers;

    e. Attempts by Defendant to stop or prevent Steering; and

    f. Failed attempts to launch Steered Plans, including the reason for the failure.

8. Submit documents sufficient to show all your health plans that currently Steer, and for each identified health plan, information about the network, benefit design, total membership in the State of New York, and total membership in each of the Four Boroughs that comprise the Relevant Area.

9. For each finalized medical claim from January 1, 2021, to the present where the patient was covered by any of the Company's Relevant Insurance Products and resided in the State of New York, submit:

    a. A unique claim identifier;

    b. A unique patient identifier;

    c. The subscriber identifier;

    d. The relationship of the patient to the subscriber;

e. The patient's (i) city, town, or village, (ii) county, and (iii) 5-digit zip code of residence;

f. The patient's age;

g. The patient's gender;

h. The patient's policy group's (i) name and (ii) identifier;

i. The dates of admission and discharge and/or the date(s) of visit(s) or procedure(s);

j. The Type of Admission or Priority of Admission code;

k. The Point of Origin for Admission or Visit code;

l. The Discharge Status code;

m. The Type of Bill code;

n. The Place of Service code;

o. The Type of Facility code;

p. The primary and secondary Diagnosis Related Group ("DRG" or "MSDRG") codes associated with the patient's admission, and the primary and secondary diagnosis codes (ICD9 or ICD10);

q. The primary CPT/HCPCS code(s) and modifier(s), revenue code(s), and any other code(s) used for billing;

r. All CPT/HCPCS code(s) and modifier(s), revenue code(s), and any other code(s) used for billing; additionally, for each CPT, HCPCS or other code, provide the quantity of units billed;

s. The billed charge(s);

t. The contractually allowed amount(s);

u. The amount(s) actually paid by the Company;

v. The amount(s) paid by a secondary Payor and any other Payors;

w. The identity or identities of a secondary Payor and any other Payors;

x. The date(s) the Company paid;

y. The copay(s), coinsurance(s), deductible(s), or other amount(s) paid or expected to be paid by the patient to the Provider;

z. The Tax Identification Number (TIN) of the facility or organization;

aa. The name, address, NPI, and other identifiers of the billing Provider;

bb. The name, address, NPI, and other identifiers of the rendering Provider;

cc. The name, address, NPI, and other identifiers of any other Providers associated with the claim, as available;

dd. The NPI of the referring Provider;

ee. Whether the claim is paid in or out of network;

ff. Whether the Company was the primary Payor; and

gg. Whether there was a capitation, episodic, per diem, global, or other alternative payment arrangement covering the patient.

10. Separately for calendar years 2021, 2022, 2023, 2024, and 2025, for any member (including members that did not submit any claim) residing in the State of New York that was covered by any of the Company's Relevant Insurance Products in that year, submit:

a. The member's unique patient identifier;

b. The subscriber identifier;

c. The relationship of the member to the subscriber;

d. The member's (i) city, town, or village, (ii) county, and (ii) 5-digit zip code of residence;

e. The member's age;

f. The member's gender;

g. The member's policy group's (i) name and (ii) identifier;

h. The member's health plan sponsor's (i) name and (ii) identifier;

i. The name of the member's Relevant Insurance Product;

j. The unique health plan identifier of the member's Relevant Insurance Product;

k. The first month of eligibility for the member;

l. The last month of eligibility for the member;

m. The funding type (e.g. self-insured, fully-insured);

n. The line of business (e.g., individual, small group, large group);

o. The total amount paid by the Company for the member's claims; and

p. The total premiums collected from the subscriber (or the subscriber's employer) by the Company.

11. For each Relevant Insurance Product that the Company offered in the State of New York from January 1, 2021 to the present, submit:

a. The name and unique health plan identifier of the Relevant Insurance Product;

b. The first date that the Relevant Insurance Product was active;

c. The last date that the Relevant Insurance Product was active;

d. Provider network associated with the Relevant Insurance Product;

e. The product type (e.g., PPO, HMO, EPO, POS);

f. Whether the Relevant Insurance Product is a high deductible or consumer driven health plan;

g. Whether the Relevant Insurance Product is a health savings account plan;

h. Whether the Relevant Insurance Product is a single-tier Broad Network product, a single-tier Narrow Network product, or a Tiered Network product; and

i. The number of subscribers and covered lives during each year of the Relevant Period.

12. For each Relevant Insurance Product identified in the data responsive to Request 11, submit documents, including data, sufficient to show each hospital or facility providing

inpatient services that was in-network in the Relevant Insurance Product at any time from January 1, 2021 to the present, and the dates for which the hospital or facility was in-network. In response to this specification, please provide data where available. Documents are sufficient if the requested data is unavailable or otherwise not kept by the Company in the ordinary course of business.

13. For each Relevant Insurance Product identified in the data responsive to Request 11, submit documents, including data, sufficient to show the plan design, benefits, and cost-sharing attributes of the Relevant Insurance Product from January 1, 2021 to the present. In response to this specification, please provide data where available. Documents are sufficient if the requested data is unavailable or otherwise not kept by the Company in the ordinary course of business.

14. Submit documents or data sufficient to show the actual or estimated effect on patients' choices of hospitals, total costs to the Company, prices for Relevant Insurance Products paid by employers, and out-of-pocket costs for the Company's members when any hospital or hospital system is taken out of network in the Relevant Area.

15. Submit documents or data sufficient to show the relative reimbursement rates, as expressed in the form of percentage of Medicare and otherwise, that the Company pays to each major hospital and hospital system in the Relevant Area, as assessed in the ordinary course of business. Include a description of how the relative reimbursement rates are calculated.

16. Submit documents or data sufficient to show the relative quality of hospital and hospital systems in the Relevant Area and any analyses of quality performed by the Company in

the ordinary course of business. Include documents describing how quality is measured or assessed.

17. Submit any internal analyses by the Company regarding where patients would go for care if (A) Defendant's hospitals were out-of-network; (B) Defendant's physicians were out-of-network; (C) Defendant's other facilities were out-of-network; or (D) out-of-pocket costs were to increase for any of Defendant's hospitals, physicians, or other facilities.

18. Submit any internal analyses, or policies, describing how the Company sets its premiums in the Relevant Area, including the potential impact on premiums if prices or volumes at Defendant's hospitals (or at other areas hospitals) were to decrease.

DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used in these requests should be construed broadly to the fullest extent of their meaning in a good-faith effort to comply with the Federal Rules of Civil Procedure and the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York. The definitions and rules of construction in Local Civil Rule 26.3(c) and (d) are incorporated by reference under Local Civil Rule 26.3(a). The definitions provided herein shall apply to the terms defined regardless of capitalization.

1. The term "**agreement**" means any understanding, formal or informal, written or unwritten between two or more Persons.

2. The terms "**and**" and "**or**" have both conjunctive and disjunctive meanings, and shall be construed as necessary to bring within the scope of the Subpoena all responses that might otherwise be construed as being outside of its scope.

3. The terms "**any**," "**all**," "**each**," and "**every**" shall be construed as encompassing any and all.

4. The term "**Broad Network**" means a network that offers a full range of healthcare services to a Payor's members and is not significantly limited in the number of Providers in the network.

5. The term "**communications**" means without limitation communications in oral or written form, including electronic communications, e-mails, facsimiles, telephone communications (including text messages), instant messages, memoranda, writings, audio recordings, meetings, interviews, correspondence, exchange of written or recorded

information, face-to-face meetings, or any other form of transmission of information. The phrase "communications between" is defined to include instances where one party addresses the other party, but the other party does not necessarily receive the transmission or respond.

6. The terms "**Company**" or "**you**" mean Aetna Inc., its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures, and all directors, officers, employees, agents, and representatives of the foregoing.

7. The term **"Defendant"** means The New York and Presbyterian Hospital, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures, and all of their present and former directors, officers, employees, agents (including counsel and document vendors), representatives and any Person acting or purporting to act on their behalf. The terms "parent," "subsidiary," "affiliate," and "joint venture" refer to any Person in which there is partial (25% or more) or total ownership or control between New York-Presbyterian and any other Person.

8. The term "**document**" is defined to be synonymous in meaning and equal in scope to the usage of the phrase "documents or electronically stored information" in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure, and will be interpreted consistently with any Local Rule. For the avoidance of doubt, "document" includes all electronically stored information, including all electronic communications and any attachments thereto (e.g., emails, text messages, and instant messages and all attachments to them), files, audio and/or video recordings, data, and databases. This term includes all metadata associated with each document. A draft or non-identical copy is a separate document within the meaning of this term. This term also includes all writings and hard copy

documents. A printout of an email or other electronic document, with or without writing or other markings, is a separate document within the meaning of this term.

9. The term **"health plan"** means any health insurance plan, health benefit plan, or health benefit product providing coverage medical services, including commercial group plans (whether fully insured, self-funded, or administered on an administrative-services-only basis), individual and small-group plans, exchange plans, Medicare Advantage plans, Medicaid managed care plans, dual-eligible plans, FEHB plans, and TRICARE plans.

10. The term "**including**" means including, but not limited to.

11. The term "**Investigation**" means the investigation into potential anticompetitive contracting conduct by New York-Presbyterian Hospital conducted by the U.S. Department of Justice, Antitrust Division, that preceded the Lawsuit.

12. The terms "**Lawsuit**" and "**Litigation**" mean *United States v. The New York and Presbyterian Hospital,* Case No. 1:26-cv-02480 (S.D.N.Y), the lawsuit filed by the United States against The New York and Presbyterian Hospital and pending in the United States District Court for the Southern District of New York.

13. The term **"Managed Care"** means health plans that are focused on reducing costs while maintaining quality of care through methods including, but not limited to, aligning payment incentives with performance goals and Provider oversight.

14. The term **"member"** means any person enrolled in or covered by a health plan, including subscribers, dependents, and beneficiaries.

15. The term "**Narrow Network**" means a network composed of a significantly limited number of Providers that offers a range of healthcare services to a Payor's members.

16. The term "**NPI**" means the National Provider Identifier number issued by the Centers for Medicare & Medicaid Services.

17. The term "**Payor**" means any Person providing commercial health insurance or access to health care Provider networks, including managed-care organizations, and rental networks (i.e., entities that lease, rent, or otherwise provide direct or indirect access to a proprietary network of health care Providers), regardless of whether that entity bears any risk or makes any payment relating to the provision of healthcare.

18. The term "**Person**" includes the Company, and means any natural person, corporate entity, partnership, association, joint venture, government entity, trust, or other legal entity. Any reference to a Person that is a business entity includes: that Person's predecessors (including any pre-existing Person that at any time became part of that entity after a merger or acquisition), successors, parents, divisions, subsidiaries, affiliates, each other Person that is directly or indirectly owned or controlled by any of them; each partnership or joint venture to which any of them is a party; all present and former directors, officers, employees, agents, attorneys, consultants, controlling shareholders (and any entity owned by any such controlling shareholder) of any of them; and any other Person acting for or on behalf of any of them.

19. The terms "**Personally Identifiable Information**" or "**PII**" mean information or data that would identify an individual, including an individual's Social Security Number; or an individual's name, address, or phone number in combination with one or more of his

or her (a) date of birth; (b) driver's license number, or other state or federal government identification number, or a foreign country equivalent identification number; (c) passport number; (d) financial account number; or (e) credit or debit card number.

20. The term "**plans**" includes tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.

21. The term **"Provider"** means all of any part of any Person delivering any healthcare service. For avoidance of doubt, two different hospitals owned by the same corporation, organization, or other business entity are each a Provider.

22. The terms "**relating to**," "**relate to**," and "**relating thereto**" mean in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.

23. The term **"Relevant Area"** means the geographic area consisting of the Four Boroughs of Bronx, Brooklyn, Manhattan, and Queens in New York City.

24. The term "**Relevant Insurance Product**" means commercial health insurance products, including individual and family commercial plans, small group commercial plans, large group commercial plans, and including both fully insured and administrative services only (ASO) plans.

25. The term **"Relevant Period"** means the period from January 1, 2021 to the present.

26. The term "**Request**" refers to any request enumerated in the Schedule of Requests for this Subpoena.

27. The terms "**Sensitive Health Information**" or "**SHI**" mean information or data about an individual's health, including medical records and other individually identifiable health information, whether on paper, in electronic form, or communicated orally. SHI relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

28. The term "**Steer**" or "**Steering**" means a Payor providing any incentive to that Payor's members to seek care at specific health care Providers or types of health care Providers.

29. The term "**Steered Plan**" means a "**Relevant Insurance Product**" that provides incentives to seek care at specific health care Providers or types of health care Providers.

30. The term "**Tiered Network**" means a network of Providers (i) that a Payor divides into different sub-groups based on objective price, access, and/or quality criteria; and (ii) for which a Payor's members receive different levels of benefits when they use healthcare services from Providers in the different sub-groups.

INSTRUCTIONS

1. In addition to the specific instructions below, this Subpoena incorporates the instructions set forth in Federal Rules of Civil Procedure 34 and 45 and the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York.

2. Unless otherwise specified, this Subpoena seeks all responsive documents or data in the Company's possession, custody, or control that were created, modified, sent, or received during the Relevant Period. Requests 3 and 4 are not limited to the Relevant Period but seek responsive documents regardless of date.

3. Any responsive document that has been altered, including by the addition of any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, or modifications, and other versions of a document is a responsive document in its own right and must be produced.

4. For each responsive document, except for documents for which the Company claims a valid privilege, or contain any PII or SHI, produce the entire document along with all attachments, enclosures, or "family" members, and all metadata associated with each such document. When a document contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in a document, the Company must clearly indicate the portions as to which the privilege is claimed, and the Company must produce the part of the document that the Company does not claim is privileged, along with all "family" members and including all metadata. Each document must be produced in such a fashion, where applicable, to identify the natural person in whose

possession, custody, or control they were found, or the server or central file in which they were found. Produce a legible and usable copy of each document requested together with all non-identical copies and drafts of that document, consistent with the Antitrust Division's electronically stored information (ESI) Standard Specifications provided with these Requests. Subject to any protocol concerning electronically stored information agreed to by the parties or ordered by the Court, all metadata of electronic documents must also be produced. The Company must retain all of the original documents for inspection or copying throughout the pendency of this Lawsuit, any appeal(s), and any related proceedings.

5. Subject to the Definitions and Instructions provided with this Subpoena, and any protocols concerning electronically stored information ordered by the Court or agreed to by the Plaintiff in the Lawsuit and the Company, produce hard copy documents and electronically stored information in the form of production set forth by the U.S. Department of Justice, Antitrust Division's ESI Standard Specifications provided with these Requests. Notwithstanding any other Instruction, hard copy documents must be submitted in the same order (organized by sequential document-control numbering) as they were found in the Company's files at the time the documents were collected, and must not be shuffled or otherwise rearranged. For any responsive text messages, produce the surrounding thread of texts involving the same participants in that 24-hour calendar day.

6. If otherwise identical copies of a document are in the possession, custody, or control of more than one natural person or other document custodian, a copy of that document must be produced from each such natural person or other document custodian. The Company

may deduplicate to the extent permitted under and in compliance with the Antitrust Division's ESI Standard Specifications provided with these Requests.

7. If any document is withheld based on an objection to any Request, all other documents responsive to that Request not subject to the objection must be produced.

8. The specificity of any single Request shall not limit the generality of any other Request.

9. Where a claim of privilege or other protection from discovery is asserted in objecting to any Request or sub-part thereof, and any document is withheld (in whole or in part) on the basis of such assertion, with the exception of those communications that are exempt under the case management order in the Lawsuit, the Company shall provide a log ("Privilege Log") in Microsoft Excel format that identifies, for each document:

    a. The nature of the privilege or protection from discovery that is being claimed with respect to each document (including identification of whether the document is being withheld entirely or redacted);

    b. The following non-privileged metadata: all authors, addressees, and recipients of the document (including those copy recipients and blind copy recipients); the subject line (if an email) or the file name (if non-email); date of the document; type of document (*e.g.*, .pdf, Excel, .msg); Bates range; family Bates range, if applicable; and custodian(s). The Company shall also produce a separate index containing an alphabetical list (by last name) of each name on the Privilege Log, identifying titles (for party employees), Company affiliations, the members of any group or email list on the Privilege Log, where practicable (*e.g.*, Board of Directors), and any name variations used in the Privilege Log for the same

individual;

c. A description of each document containing sufficient information to identify the specific subject matter of the document or communication and to enable Plaintiff to assess the applicability of the privilege or protection claimed and the name of the attorney(s) whose work gives rise to the privilege claim; and

d. The identity of and any production Bates number assigned to any attachment(s), enclosure(s), cover letter(s), or cover email(s) of each document, including the information outlined in subsections above for each such attachment, enclosure, cover letter, or cover email.

Attachments, enclosures, cover letters, and cover emails shall be entered separately on the Privilege Log. The Privilege Log shall include the full name, title, and employer of each author, addressee, and recipient, denoting each attorney with the letters "ESQ," except that identification of the name and the company affiliation for each non-Company Person shall be sufficient identification. The Company shall also identify all Persons working in a legal capacity with respect to the withheld material other than attorneys, *e.g.,* paralegals and legal secretaries, who appear on the Privilege Log. Submit all non-privileged portions of any responsive document (including non-privileged or redactable attachments, enclosures, cover letters, and cover emails) for which a claim of privilege is asserted, noting where redactions to the document have been made. When responsive, privileged documents attached to responsive, non-privileged documents are withheld from production, insert a placeholder to indicate a document has been withheld from that family.

10. If the Plaintiff agrees to narrow the scope of any of these Requests to a limited group of custodians, a search of each custodian's files must include a search of the files of their predecessors or successors; files maintained by their assistants or under their control; and common or shared databases or data sources maintained by the Company that are accessible by each custodian, their predecessors, successors, or assistants.

11. If the Company is unable to produce a document that is responsive to a Request not due to a claim of privilege or other legal protection, describe the document, state why it cannot be produced, and, if applicable, state the whereabouts of such document when last in the Company's possession.

12. If the Company produces data in response to any Request, submit the data in Excel or delimited text files, and submit all Data Dictionaries applicable to the data produced. Submit all data in a reasonably usable compilation that will allow the Plaintiff to access with reasonable efforts the information it contains.

13. Except as specified, the fact that a document is in the possession of the Plaintiff in the Lawsuit, or is produced by another Person, does not relieve the Company of the obligation to produce all of the Company's copies of the same document, even if the Company's copies are identical in all respects to a document produced or held by another Person.

14. To the extent the Company contends that responsive documents in its possession, custody, or control cannot be produced pursuant to the notice and consent requirements contained in a protective order or agreement, the written response to these Requests must identify the specific provisions of the protective order or agreement on which the

Company is relying and the efforts that the Company has undertaken and will undertake to provide notice and obtain consents.

15. Do not produce any PII or SHI before discussing the information with the Plaintiff. If any document responsive to a particular Request contains PII or SHI that is not otherwise responsive to that Request, redact the unresponsive PII or SHI before producing the document. Provide any index of documents prepared by any Person in connection with the Company's response to these Requests that lists such redacted documents by document control number. If the index is available in electronic form, provide it in that form.

16. In producing videos or podcasts, for any video or podcast publicly available on the Company's website, or published by the Company or its representatives on any other website (including YouTube), the Company may in the alternative submit written permission for the Plaintiff in the Lawsuit to download, preserve, and use any such video or podcast through the pendency of this Lawsuit. Should the Company choose this alternative, in the event the Plaintiff is unable to download and preserve any such video or podcast, the Company agrees to produce a copy of it upon written request.

17. The present tense includes the past and future tenses. The singular includes the plural, and the plural includes the singular. Words in any gender form (including the masculine, feminine, or neuter) shall include each other gender.

18. If, in responding to these Requests, the Company encounters any ambiguities when construing a Request, instruction, or definition, the response shall set forth the matter deemed ambiguous and the construction used in responding.

19. For each data field that responds to more than one Request or sub-Request, the Company must use a single methodology to assign values to that field and use that methodology consistently throughout its response. For example, values submitted for the unique patient identifier in Request 9 should link the records responsive to Request 9 to the corresponding unique patient identifier records in Request 10. Responses to Requests 12 and 13 must identify each Relevant Insurance Product by name and unique health plan identifier sufficient to link to the corresponding Relevant Insurance Product records in Request 11.

20. For responses to Request 9, limit to all finalized claims with service dates from January 1, 2021 to the present. Most of the information requested in Request 9 corresponds to elements found on the UB-04/CMS-1450 and CMS-1500 forms, and the HIPAA 837I and 837P electronic transaction sets. Conform all codes used to respond to Request 9 to the National Uniform Billing Committee's Official UB-04 Data Specifications Manual. A "finalized institutional claim" means any institutional claim that has completed adjudication and payment, including a claim with a zero payment amount. If a claim line has been replaced—for example, as a result of a claim resubmission—only include the last version of the line that was used to adjudicate the claim. If every line of a claim has been denied, the claim should be excluded from the table; but if any lines have been allowed, the claim should be included in its entirety.