UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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

DEFENDANT AETNA INC.'S MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED AND CONSOLIDATED CLASS ACTION COMPLAINT

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, Defendant Aetna Inc. respectfully moves the Court for an order dismissing all claims against it on the grounds that the Second Amended and Consolidated Class Action Complaint fails to state a claim upon which relief can be granted. Pursuant to Rule 12(b)(1), Defendant Aetna Inc. also respectfully moves the Court for an order dismissing all claims against it for lack of Article III Standing.

Pursuant to Local Rule 7.1(b), accompanying this Motion is a brief in support of this Motion.

Dated: August 17, 2026

Respectfully submitted,

/s/ *Katherine Trefz*
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LOCAL RULE 7.1 CERTIFICATE

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

/s/ Katherine Trefz
Katherine Trefz

CERTIFICATE OF SERVICE

I hereby certify that, on this 17th day of August, 2026, the foregoing was filed with the Court's electronic filing system, which will send electronic notice of this filing to all counsel of record.

/s/ Katherine Trefz
Katherine Trefz

UNITED STATES DISTRICT COURT
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MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT AETNA INC.'S MOTION TO DISMISS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

RULES

OTHER AUTHORITIES

INTRODUCTION

Aetna Inc. has never belonged in this lawsuit, and Plaintiffs' recent amendments to their complaint make clear there is no basis to keep it there. Pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), Defendant Aetna Inc. respectfully moves this Court to dismiss all claims against it with prejudice.

Plaintiff healthcare providers assert an antitrust conspiracy among Zelis, a provider of healthcare financial solutions, and its alleged customers, including Aetna Inc., based on their alleged use of Zelis's "repricing" solutions for reimbursement of out-of-network services. But Aetna Inc. has never used the Zelis out-of-network repricing tools at issue in this litigation and has repeatedly informed Plaintiffs of that fact since it was named as a defendant in this action. Plaintiffs recently amended their complaint—apparently to account for this fact—but nevertheless kept Aetna Inc. as a defendant, while seeking to avoid sanctions pursuant to Rule 11 by removing their allegations that Aetna Inc. used Zelis's repricing tools. Those amendments, however, only demonstrate the impropriety of leaving Aetna Inc. in the case: For the reasons discussed herein, Plaintiffs cannot—and certainly now do not—plausibly allege Aetna Inc.'s participation in an antitrust conspiracy or that Aetna Inc. engaged in any conduct that is somehow traceable to their alleged injuries.

BACKGROUND

I. Plaintiffs' Allegations

Plaintiffs allege a conspiracy among Zelis and its alleged customers, "Commercial Payer Defendants," to depress out-of-network reimbursements using Zelis's "repricing" tools. Zelis is a healthcare technology company that provides a range of "network management, claims integrity, payment remittance solutions and analytical services for medical, dental and workers' compensation claims," 2d Am. & Consol. Class Action Compl., ECF No. 273 ("SACCAC") ¶ 12,

many of which have nothing to do with the out-of-network repricing tools at the core of Plaintiffs' allegations, *see* Mot. To Dismiss Op., ECF No. 185 ("Op.") at 4 ("While the Complaint refers broadly to a variety of [Zelis's] technologies and services, Plaintiffs' allegations focus on two tools related to OON benefits, specifically Zelis's 'Established Reimbursement Solution' ('ERS') and Reference Based pricing ('RBP')." (citations omitted)). Plaintiffs allege that Defendants "agreed to suppress OON Payments by limiting their OON Payments" to specific amounts determined by Zelis's repricing tools, SACCAC ¶ 14, and that the agreements underlying the supposed conspiracy require the signatories to "agree to share their claims, payment, repricing, and/or contractual data with Zelis ***in return for*** the Commercial Payer to be able to use Zelis's repricing algorithms, tools, and/or methodologies to suppress payments for OON healthcare services." SACCAC ¶ 202 (emphasis added). In exchange for providing repricing tools, Zelis allegedly receives a percentage of its client's savings. SACCAC ¶ 86.

II. The Consolidated Complaint

Plaintiffs' previous complaint alleged that ***all*** Commercial Payer Defendants, including Aetna Inc., "agreed to purchase repricing services from Zelis," "including Zelis's 'Established Reimbursement Schedule' or 'Established Reimbursement Solution' ('ERS') and its 'Reference-Based Pricing Services,'" that Aetna Inc. "entered into one or more OON repricing agreements with Zelis[] [and] issued one or more OON payments to Providers performing out-of-network healthcare services at below competitive amounts," and that "Commercial Payers," including Aetna Inc., "delegate pricing authority for OON claims to Zelis and, accordingly, relinquish discretion over Zelis's OON repricing amounts as part of their repricing contracts with Zelis." Am. & Consol. Class Action Compl., ECF No. 39 ("Consolidated Complaint") ¶¶ 8, 14, 39, 135.

In March 2026, this Court denied Defendants' motion to dismiss the Consolidated Complaint. *See generally* Op. As pertinent here, the Court found that Plaintiffs had plausibly

alleged an agreement by alleging that Commercial Payer Defendants engaged in parallel conduct "in the use of Zelis's repricing tools." *Id.* at 15 (citing Consol. Compl. ¶¶ 8, 12, 74-75, 239, 242). The Court also held that Plaintiffs were not required to make "explicit allegations against each Defendant" since Plaintiffs had alleged that ***all*** Commercial Payer Defendants "agreed to, and did use, Zelis's repricing tools and share confidential claims data to suppress OON payments to providers, such as Plaintiffs." *Id.* at 20-21. (As Plaintiffs' recent amendments make clear, however, their prior allegations to that effect were false.)

III. Factual Basis for Claims Against Aetna Inc.

Aetna Inc. has never used the Zelis repricing tools at issue in this litigation. As a result, after it appeared in this case, Aetna Inc. promptly and repeatedly notified Plaintiffs it had never used the Zelis repricing tools at issue and asked Plaintiffs to identify their factual basis for including Aetna Inc. as a defendant. Resp. to Mot. to Amend at 3, ECF No. 271 ("Resp.").[1] Plaintiffs repeatedly declined to identify the factual basis for their claims against Aetna Inc. or to dismiss it as a defendant. *Id.* at 3-4.

On July 2, 2026, Plaintiffs' counsel informed Defendants that Plaintiffs intended to seek leave to amend their complaint. Resp. Ex. F. at 2. Counsel for Aetna Inc. wrote to Plaintiffs' counsel, noting that it had "repeatedly informed" Plaintiffs' counsel that "Aetna Inc. has never used Zelis's out-of-network repricing tools, including Zelis's ERS or RBP solutions," that "Plaintiffs have failed to identify any good-faith basis for alleging otherwise," and that Aetna Inc. "expect[ed] Plaintiffs to remove their allegations regarding Aetna Inc.'s supposed use of these tools from any proposed amended complaint." *Id.* Plaintiffs' counsel replied the following day,

[1] The face of the Second Amended Complaint makes clear that there are no allegations that Aetna Inc. used Zelis repricing services. Were there any ambiguity, the correspondence among the parties makes clear that Plaintiffs are no longer alleging Aetna Inc. used Zelis's repricing services.

clarifying that they no longer intended to allege that "Aetna specifically used Zelis's repricing tools ERS or RBP" and intended to alter a specific allegation to that effect. *Id.* at 1. Aetna Inc. identified several remaining allegations in the proposed complaint to that effect, and Plaintiffs revised their amendment in response. *See id.*; SACCAC ¶¶ 8, 14, 42, 193.

On August 3, 2026, the Court granted leave for Plaintiffs to file their SACCAC. *See* ECF No. 272. The newest complaint made two significant alterations.

First, Plaintiffs added new defendants but removed none. As relevant here, Plaintiffs chose to add Aetna Inc.'s subsidiary, Meritain Health, Inc., on the grounds that Meritain Health, Inc. "uses Zelis's ERS and/or RBP products on a subset of its claims," Pls.' Mem. in Supp. of Mot. for Leave to Amend at 6, ECF No. 246, but continued to name Aetna Inc., Meritain Health, Inc.'s "parent company." SACCAC ¶ 35. The only allegations specific to Aetna Inc. and Meritain Health, Inc. concern their citizenship. *Id.* Plaintiffs otherwise improperly blend Aetna Inc. and Meritain Health, Inc.—two separate corporations—and refer to them collectively as "Aetna," *id.*,[2] and elsewhere allege, with no support whatsoever (and no attempt to pierce any corporate veil), that "[e]ach Defendant, through any and all of its respective subsidiaries, affiliates, and/or agents, operated as a single unified entity," *id.* ¶ 54.

Second, Plaintiffs amended their allegations regarding Commercial Payer Defendants' use of Zelis's repricing tools. Plaintiffs no longer allege that ***all*** Commercial Payer Defendants use Zelis's repricing tools. Instead, Plaintiffs vaguely allege that "***one or more*** Commercial Payers agreed to purchase repricing services from Zelis" and that "[i]n exchange for Zelis's repricing services, ***one or more*** Commercial Payers agreed to pay Zelis a commission based on the

[2] For clarity, Aetna Inc. will refer to itself as Aetna Inc. and will use "Aetna" when discussing Plaintiffs' generalized allegations referring collectively to Aetna Inc. and Meritain Health, Inc. without distinguishing between the two.

difference between the amount billed and the amount paid, or the 'savings' obtained for the commercial payers by Zelis." SACCAC ¶ 8 (emphases added); *see also* SACCAC ¶ 114 ("Zelis provides 'repricing' services for ***multiple*** Commercial Payers." (emphasis added)); SACCAC ¶ 193 ("Zelis's repriced amounts are applied by multiple Commercial Payers through Zelis to medical and dental services performed on an OON basis . . . ."); ECF No. 245-2 ¶¶ 8, 114, 193.

Similarly, Plaintiffs no longer allege that all Commercial Payer Defendants entered into OON repricing agreements with Zelis. Instead, Plaintiffs now claim that "Aetna" (a designation that purportedly includes both Aetna Inc. and Meritain, Inc.), along with other Commercial Payer Defendants, entered into unspecified "OON agreements with Zelis," "issued ***or*** delivered one or more OON Payments to Providers performing out-of-network healthcare services at payment levels below competitive amounts," shared competitively sensitive information with horizontal competitors, surrendered pricing authority to a third party, "***and/or otherwise*** participated in the conspiracy." SACCAC ¶ 42 (emphasis added); ECF No. 245-2 ¶ 45. To be clear, through their use of layers upon layers of disjunctive allegations, Plaintiffs have expressly avoided alleging that Aetna Inc. used any of the out-of-network repricing tools that underlie their lawsuit.

LEGAL STANDARD

In evaluating a Rule 12(b)(6) motion, courts apply the familiar *Twombly* standard. Thus, to "survive a motion to dismiss," a complaint must allege sufficient facts to "state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citation omitted). While the court views the pleadings in the light most favorable to the nonmoving party, "[i]f the factual allegations in the complaint are too meager, vague, or conclusory to remove the possibility of relief from the realm of mere conjecture, the complaint is open to dismissal." *SEC v. Tambone*, 597 F.3d 436, 442 (1st Cir. 2010). On a Rule 12(b)(6) motion, the court may also consider documents

"fairly incorporated into" the pleadings and "matters that are susceptible to judicial notice." *Rodi v. S. New Eng. Sch. of L.*, 389 F.3d 5, 12 (1st Cir. 2004).

A "similar" standard applies when resolving a Rule 12(b)(1) motion. *Stauffer v. IRS*, 285 F. Supp. 3d 474, 487 (D. Mass. 2017) (citation omitted). "In deciding Rule 12(b)(1) motions, however, the court may consider materials outside the pleadings, and factual disputes may be resolved." *Id.*; *see Gonzalez v. United States*, 284 F.3d 281, 288 (1st Cir. 2002).

ARGUMENT

Aetna Inc. should be dismissed from this action for three independent reasons. First, Plaintiffs fail to state a claim against Aetna Inc. because Plaintiffs do not—and cannot—allege that Aetna Inc. used Zelis's repricing tools, the parallel conduct underpinning Plaintiffs' conspiracy claims. Second, Plaintiffs do not plead a factual basis for Aetna Inc.'s involvement in the alleged conspiracy to suppress OON reimbursements because Plaintiffs only plead general allegations about "Aetna" (defined as Aetna Inc. together with separately incorporated Meritain Health, Inc.) without specifying how Aetna Inc. (as opposed to Meritain Health, Inc.) supposedly was involved in any alleged conduct. Third, Plaintiffs lack Article III standing because they have not plausibly alleged their injuries are traceable to Aetna Inc.'s conduct.

I. Plaintiffs Fail To Plausibly Allege Aetna Inc.'s Participation in the Alleged Conspiracy

"[A]n adequate complaint must provide fair notice to the defendants and state a facially plausible legal claim." Op. at 20 (quoting *Ocasio-Hernández v. Fortuño-Burset*, 640 F.3d 1, 12 (1st Cir. 2011)). "[E]ach defendant is entitled to know how he is alleged to have conspired, with whom and for what purpose. Mere generalizations as to any particular defendant—or even defendants as a group—are insufficient." *In re Zinc Antitrust Litig.*, 155 F. Supp. 3d 337, 384 (S.D.N.Y. 2016) (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555-56, 557-58 (2007)). As

such, "[a] § 1 complaint must adequately allege the plausible involvement of each defendant and put defendants on notice of the claims against them, but it need not be detailed with overt acts by each defendant." *Hinds County v. Wachovia Bank N.A.*, 700 F. Supp. 2d 378, 394 (S.D.N.Y. 2010) (collecting cases).

To be sure, courts, including this one, have held that antitrust plaintiffs can satisfy their burden at the motion to dismiss phase by pleading that all defendants engaged in the same conduct, even if plaintiffs do not cite evidence specific to each defendant. In resolving the prior motion to dismiss, this Court held Plaintiffs had adequately alleged that Defendants engaged in parallel conduct by alleging that ***all*** Commercial Payer Defendants used Zelis's repricing tools. Op. at 15; *see also id.* at 20-21. The Court relied on *Carbone v. Brown University*, which held that plaintiffs were not required to make "specific allegations with respect to seven of the defendants" because the plaintiffs had plausibly alleged that "***all*** of the defendants engage in non-need-blind admissions decisions," and had "cited evidence specific to certain [defendants] as examples." 621 F. Supp. 3d 878, 887 (N.D. Ill. 2022) (cited at Op. at 20).

But Plaintiffs no longer claim that ***all*** Commercial Payer Defendants use Zelis's repricing tools. Instead, Plaintiffs claim only that "***one or more***" of the Commercial Payer Defendants use Zelis's repricing tools. SACCAC ¶ 8. Plaintiffs never specify which Commercial Payer Defendant(s) use Zelis's tools, and never provide a factual basis to support that Aetna Inc. uses ERS, RBP, or any other (unspecified) Zelis repricing tool. Indeed, as amended, Plaintiffs' use of "or more" means that the Complaint on its face can be read to allege that ***only one*** Commercial Payer Defendant used Zelis repricing tools—which would not, of course, amount to a horizontal agreement at all.

The Second Circuit's recent decision in *City of Pontiac Police & Fire Retirement System v. BNP Paribas Securities Corp.* is instructive. 92 F.4th 381 (2d Cir. 2024). In that case, plaintiffs alleged that ten large banks conspired to rig Treasury auctions by sharing proprietary information and placing collusive bids, including through conversations that "typically included most of the major dealers." *Id.* at 389, 393, 396 (citation omitted). The Second Circuit held those allegations failed "to identify the involvement of particular defendants in the alleged conspiracy" because they did not identify which of the Auction Defendants' traders "participated in the alleged conversations or, more broadly, the conspiracy." *Id.* at 396. Here, Plaintiffs similarly have generally alleged that "one or more" Commercial Payer Defendants use Zelis's repricing tools, but have not identified the involvement of any particular defendant in the alleged conspiracy because they have not alleged which Commercial Payer Defendants actually used Zelis's repricing tools. As a consequence, and because they no longer can or do plead that all defendants used those tools, Plaintiffs have not alleged Aetna Inc.'s involvement in the alleged parallel conduct underpinning their conspiracy claims.

Plaintiffs suggest they have pleaded enough to reach discovery based on Zelis's public statements that its platform "serves more than 750 payers, including the top 5 national health plans," and new allegations that "Aetna Inc. and its subsidiary Meritain Health, Inc. . . . are among the largest health insurance companies in the United States." SACCAC ¶¶ 35, 78 (quoting *Zelis Named to Inc. 5000 List of Fastest-Growing Companies*, Zelis (Aug. 13, 2024), https://www.zelis.com/news/zelis-named-to-inc-5000-list-of-fastest-growing-companies/); *see also* Pls.' Mem. in Supp. of Mot. for Leave to Amend at 5. But Zelis's general statement that the "top 5 national health plans" use its "platform" does not plausibly support an inference that ***Aetna Inc.*** uses Zelis's repricing tools. Zelis's announcement explains that its "platform" offers a

number of different "products and solutions," including a payments platform, in-network pricing tools, and a tool focused on member engagement. *See Zelis Named to Inc. 5000 List of Fastest-Growing Companies*, Zelis (Aug. 13, 2024), https://www.zelis.com/news/zelis-named-to-inc-5000-list-of-fastest-growing-companies/. The announcement does not mention Zelis's repricing tools at all. *Id.* Read in the light most favorable to Plaintiffs, this statement ***at most*** supports an inference that the "top 5 national health plans" use ***a*** Zelis service—but as Plaintiffs themselves admit, Zelis offers numerous services, many of which have nothing to do with out-of-network solutions or claims repricing, and nothing to do with this lawsuit. *E.g.*, SACCAC ¶¶ 93-95 (rental networks). Like Plaintiffs' other allegations regarding Zelis's repricing tools, Zelis's statement provides no basis from which this Court can infer that Aetna Inc. uses Zelis's repricing tools—and indeed it does not. This general statement is certainly not enough to subject Aetna Inc. to the extraordinarily expensive and burdensome discovery Plaintiffs are demanding here. *See DM Rsch., Inc. v. Coll. of Am. Pathologists*, 170 F.3d 53, 55 (1st Cir. 1999) (warning that "[c]onclusory allegations . . . are a danger sign that the plaintiff is engaged in a fishing expedition" "which may be costly and burdensome"); Resp. Ex. D. at 1 (Plaintiffs admitting they "do not yet know the extent of repricing products or services provided by Zelis" but stating that they believe there is "some relationship between Aetna and Zelis that we need to explore in discovery").

Plaintiffs make a few allegations specific to "Aetna," none of which ties Aetna Inc. to the alleged conspiracy. *See Hinds County*, 700 F. Supp. 2d at 395-98 (considering allegations specific to each defendant in evaluating whether plaintiffs stated Section 1 claim against each). For example, Plaintiffs allege that "Aetna, Cigna, Elevance, Humana, United Health, and other[s] . . . have each entered into one or more OON agreements with Zelis, issued or delivered one or more OON payments to Providers performing out-of-network healthcare services at payment levels

below competitive amounts, shared proprietary, confidential, competitively-sensitive information regarding claims, pricing, and contractual information with horizontal competitors, surrendered its pricing authority to a third party, ***and/or otherwise participated in the conspiracy***." SACCAC ¶ 42 (emphasis added). Plaintiffs do not identify which of the listed acts (if any) "Aetna" (which, again, could mean Aetna Inc. or Meritain, Inc.) is alleged to have engaged in or what "otherwise participat[ing] in the conspiracy" entailed. Nor do they allege that Commercial Payer Defendants engaged in a uniform course of conduct.

Plaintiffs also allege that "Aetna" works in partnership with Availity, a company that offers "secure data exchange capabilities," SACCAC ¶ 238; and that it is a member of AHIP, a trade association, SACCAC ¶ 291. But allegations that "Aetna" uses Availity do not support an inference that Aetna Inc. engages in confidential information sharing because Plaintiffs never allege that competitively sensitive information supposedly is transmitted ***between competitors*** through Availity—indeed, Plaintiffs instead simply claim that Availity provides "secure" communication channels ***between health plans and providers***. SACCAC ¶ 236. Nor do Plaintiffs' allegations that "Aetna" is a member of AHIP, without more, support an inference of an illegal agreement. *See Evergreen Partnering Grp. v. Pactiv Corp.*, 832 F.3d 1, 14 (1st Cir. 2016) ("mere participation" in a trade organization does not suggest an illegal agreement (citing *In re Musical Instruments & Equip. Antitrust Litig.*, 798 F.3d 1186, 1196 (9th Cir. 2015))).

Plaintiffs' allegations do not provide a basis from which this Court can infer that Aetna Inc. used Zelis's repricing tools, the parallel conduct underpinning Plaintiffs' conspiracy claims. *See* Op. at 4 (explaining "Plaintiffs' allegations focus on" Zelis's repricing tools); *id.* at 15 (holding that Plaintiffs identified "parallel conduct between the Commercial Payer Defendants in the use of Zelis's repricing tools"). Plaintiffs' remaining allegations as to "Aetna" do not provide Aetna Inc.

with "fair notice" of its allegedly illegal conduct. Aetna Inc. thus respectfully requests that the SACCAC be dismissed with prejudice.

II. Plaintiffs' Conflation of Aetna Inc. and Meritain Health, Inc. Cannot Support Aetna Inc's Liability

Plaintiffs' claims against Aetna Inc. also fail because Plaintiffs have lumped together Aetna Inc. and its subsidiary, Meritain Health, Inc., without pleading specific factual allegations sufficient to permit the inference that Aetna Inc. entered into the alleged conspiracy. In general, "a parent corporation . . . is not liable for the acts of its subsidiaries." *Mooney v. Fresenius Med. Care Holdings, Inc.*, 2024 WL 3905976, at *4 (D. Mass. Jan. 25, 2024) (quoting *United States v. Bestfoods*, 524 U.S. 51, 61 (1998)). As a result, antitrust plaintiffs cannot do what Plaintiffs here attempt: State a claim against a parent corporation simply by "grouping multiple defendants who are affiliated together with a single name." *In re Zinc*, 155 F. Supp. 3d at 374. For "plaintiffs to aver sufficient facts to state a claim against a parent corporation they must aver facts sufficient to infer either direct involvement or some reason to pierce the corporate veil." *McCray v. Fid. Nat'l Title Ins. Co.*, 636 F. Supp. 2d 322, 334 (D. Del. 2009), *aff'd*, 682 F.3d 229 (3d Cir. 2012). Plaintiffs do neither here.

First, Plaintiffs have not pleaded facts to support Aetna Inc.'s "direct and independent participation in the alleged conspiracy." *In re Pa. Title Ins. Antitrust Litig.*, 648 F. Supp. 2d 663, 668, 688 (E.D. Pa. 2009). Plaintiffs must do so by alleging "illegal conduct specifically attributable" to the parent, *Hinds County*, 790 F. Supp. 2d at 118, including by plausibly pleading that the parent "controls, directs, or encourages the subsidiary's anticompetitive conduct," *Pa. Title*, 648 F. Supp. 2d at 689 (quoting *Nobody In Particular Presents, Inc. v. Clear Channel Commc'ns, Inc.*, 311 F. Supp. 2d 1048, 1070 (D. Colo. 2004)). But Plaintiffs here do nothing of the kind: The only allegations specific to Aetna Inc. in the Second Amended and Consolidated

Class Action Complaint concern Aetna Inc.'s corporate citizenship. *See* SACCAC ¶ 35. And while Plaintiffs allege broadly that "[e]ach defendant, through any and all of its respective subsidiaries, affiliates, and/or agents, operated as a single unified entity," SACCAC ¶ 54, and that employees of "entities within [a] corporate family engaged in . . . conspiratorial acts or meetings on behalf of all companies included within [a] Defendant's corporate family," SACCAC ¶ 60, Plaintiffs plead no facts to support those purely conclusory allegations as to any defendant, including Aetna Inc. *Cf. Pa. Title*, 648 F. Supp. 2d at 689 (allegations of "ownership and control" and "approval and assent" "amount[ed] to nothing more than conduct typical of any parent and subsidiary" and did not support parent company's liability (internal quotation marks omitted)); *see In re Cal. Title Ins. Antitrust Litig.*, 2009 WL 458025, at *8 (N.D. Cal. May 21, 2009) (allegations that defendants acted as agents for other defendants with respect to course of conduct alleged by plaintiffs were no more than "bare legal conclusions, which the court need not accept as true").

Second, the entire basis for Plaintiffs' amendment makes group pleading especially inappropriate here. Plaintiffs amended their complaint after learning that Aetna Inc. did not use Zelis repricing services but that Meritain Health, Inc. did. *See* Pls.' Mem. in Supp. of Mot. for Leave to Amend at 6; Resp. at 6-7. That is, they learned that Aetna Inc. and Meritain Health, Inc. engaged in entirely different conduct as it relates to the core allegations in the case. Combining two entities in such a circumstance cannot be countenanced: Either the SACCAC is alleging that Aetna Inc. ***or*** Meritain Health, Inc. engaged in the alleged conduct attributed to "Aetna" in the complaint, and therefore it fails to allege that ***either*** engaged in ***any particular*** conduct; or the SACCAC is alleging that ***both*** engaged in ***all*** the conduct, which Plaintiffs lack a factual basis to allege. *See* Fed. R. Civ. P. 11.

Finally, Plaintiffs have not alleged any facts providing "a basis to disregard the separate corporate forms" of Aetna Inc. and Meritain Health, Inc. *In re Dig. Music Antitrust Litig.*, 812 F. Supp. 2d 390, 418-19 (S.D.N.Y. 2011). The SACCAC "contains no allegations that the Parent Companies misused the corporate form, disregarded corporate formalities, commingled funds, or otherwise misused the separate identities of the [parent companies and their subsidiaries]," and courts are clear that "simply owning, even wholly owning, a subsidiary is insufficient to pierce the corporate veil." *Id.* As a result, Plaintiffs do not allege any basis to disregard Aetna Inc.'s and Meritain Health, Inc.'s separate corporate forms to impose liability on Aetna Inc.

III. Plaintiffs Lack Article III Standing Because Their Injuries Are Not Traceable to Aetna Inc.

Even if Plaintiffs' allegations were somehow sufficient to allege Aetna Inc.'s participation in an alleged conspiracy, they would still fail to satisfy Article III's traceability requirement.

Article III standing requires Plaintiffs to allege that they: "(1) suffered an injury in fact (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision." *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016). Plaintiffs here have failed to adequately plead traceability, which requires a causal link between the alleged harm and "the challenged conduct of the defendant." *Id.*; *see Dantzler, Inc. v. Empresas Berríos Inventory & Operations, Inc.*, 958 F.3d 38, 47 (1st Cir. 2020). "In a multi-defendant case, a putative class representative must allege that he or she has been injured by the conduct of *each defendant* to establish standing." *Plumbers' Union Loc. No. 12 Pension Fund v. Nomura Asset Acceptance Corp.*, 632 F.3d 762, 769 n.6 (1st Cir. 2011) (emphasis added) (quoting 1 J. McLaughlin, *Class Actions* § 4:28 (6th ed. 2010)).

Previously, Plaintiffs "allege[d] that Defendants used Zelis repricing tools" and that "the use of Zelis's tools" injured Plaintiffs by "result[ing] in claims being reimbursed at a rate below

the competitive market price." Op. at 9. Indeed, in their opposition to Defendants' joint motion to dismiss the prior complaint, the only "Article III injury" Plaintiffs identified was that they "received repriced payments for OON services in amounts below competitive rates," and Plaintiffs tied that injury to the use of Zelis's "repricing methodologies." ECF No. 129 at 6-8 & n.5.

This Court concluded that was sufficient at the motion to dismiss stage because Plaintiffs "alleged that the same harm occurred with respect to each Plaintiff" and that those "harms flow[ed] directly from Defendants' conduct." Op. at 9. Stated differently, because Plaintiffs alleged "***a single type of conduct*** and resultant harm," the Court concluded that Plaintiffs did not need to "plead facts showing" that each "specific Defendant actually used Zelis to reprice a specific claim from a specific Plaintiff." *Id.* at 8-9 (emphasis added).

But Plaintiffs no longer allege a single type of conduct. They have dropped any allegations that Aetna Inc. used the "Zelis repricing tools" that caused the "harms" of which they complain, *id.*; *see supra* pp. 3-6; Resp. at 2-6. They now merely assert that "one or more" of the Commercial Payer Defendants use those tools. SACCAC ¶ 8. That is plainly insufficient. *See, e.g.*, *Marion Diagnostic Ctr., LLC v. Becton Dickinson & Co.*, 29 F.4th 337, 345-47 (7th Cir. 2022) (holding antitrust plaintiffs lacked Article III standing to challenge alleged conspiracy where a defendant's conduct "was not fairly traceable" to the "higher prices" their injury-in-fact was based upon).

Plaintiffs make no other attempt to explain in the SACCAC how the "challenged conduct" of Aetna Inc. (whatever that may be) is traceable to their alleged injuries. *Spokeo*, 578 U.S. at 338. Nor could they—again, Aetna Inc. has not used the "Zelis repricing tools" that allegedly caused Plaintiffs harm. Op. at 9. "And, in the absence of a plausible showing of traceability, [Plaintiffs] lack standing to raise" their claim against Aetna Inc. *See Santos-Pagán v. Bayamon Med. Ctr.*, 178 F.4th 66, 73 (1st Cir. 2026).

CONCLUSION

For the reasons stated above, the Second Amended and Consolidated Class Action Complaint should be dismissed as to Aetna Inc. with prejudice.

Dated: August 17, 2026

Respectfully submitted,

/s/ *Katherine Trefz*
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CERTIFICATE OF SERVICE

I hereby certify that, on this 17th day of August, 2026, the foregoing was filed with the Court's electronic filing system, which will send electronic notice of this filing to all counsel of record.

/s/ Katherine Trefz
Katherine Trefz