UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TIARA YACHTS, INC.,

Plaintiff/Counter-Defendant,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant/Counter-Plaintiff.

Case No. 1:22-cv-603

Honorable Robert J. Jonker

Magistrate Judge Ray Kent

PLAINTIFF/COUNTER-DEFENDANT'S MOTION TO COMPEL PRODUCTION OF PROVIDER CONTRACTS, SETTLEMENT REPORTS, AND POLICIES AND PROCEDURES

Plaintiff/Counter-Defendant Tiara Yachts, Inc. ("Plaintiff" or "Tiara Yachts"), through its attorneys, VARNUM LLP, hereby moves this Court for an order compelling Defendant/Counter-Plaintiff Blue Cross Blue Shield of Michigan ("Defendant" or "BCBSM") to produce, for the list of claims that Plaintiff has identified as improperly allowed by BCBSM:

(1) The claim file, including:

a. All EDI provider-facing or provider-exchanged submission (EDI 837 files) and remittance records (EDI 835 electronic remittance advice files) submitted to the Plan or transmitted by or on behalf of BCBSM regarding each claim identified, including all electronic versions of any submission (EDI 837) or remittance (EDI 835) files (and any successor formats) that show complete payment and reconciliation records sufficient to show amounts paid to Providers, remittance summaries, adjustments, recoupments, reversals, or offsets, dates of payment, pricing or funding source, and any subsequent adjustments;

b. Explanations of Benefits (EOBs) related to each claim identified, including any reissued, corrected, or superseding EOBs, and any EOB-level attachments, enclosures, or notices (e.g., appeal rights, adverse benefit determination notices), in the form in which they are kept in the ordinary course of business;

c. Any Provider Investigation Request related to each claim identified; and

d. Any documents and communications between BCBSM and any Provider involving BCBSM disputing the amount of the claim.

(2) The provider contracts, including the fee schedule or negotiated agreement that BCBSM had with each Provider (professional and facility) that submitted these claims.

(3) All internal policies, procedures, and manuals including:

a. Any documents governing the adjudication, approval, denial, or pricing of claims;

b. All Online Desk-Level procedures (ODLs);

c. Benefit Configurator rules; and

d. Any documents that explain claim system edit logic applied by the NASCO Processing System.

(4) All versions of the BCBSM provider manual or provider handbook, including any provider-facing manual maintained on web-DENIS or any successor platform in effect during the Contractual Periods.

Tiara Yachts respectfully requests that this Court also order BCBSM to pay Tiara Yachts its reasonable expenses, including attorneys' fees, pursuant to Federal Rule 37(a)(5), and grant Tiara Yachts any other relief this Court deems equitable and just. In support of this Motion, Plaintiff submits and incorporates the accompanying brief by reference.

Respectfully submitted,

VARNUM LLP
Attorneys for Tiara Yachts, Inc.

Dated: August 21, 2026

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BLUE CROSS BLUE SHIELD OF MICHIGAN,

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BRIEF IN SUPPORT OF PLAINTIFF/COUNTER-DEFENDANT'S MOTION TO COMPEL PRODUCTION OF PROVIDER CONTRACTS, SETTLEMENT REPORTS, AND POLICIES AND PROCEDURES

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I. <u>INTRODUCTION</u>

Tiara Yachts contracted with BCBSM to administer its self-funded ERISA health benefit plan (the "Plan") and protect it from wasteful and fraudulent claims. Despite taking Tiara Yachts' money to administer the Plan, BCBSM systematically neglected its responsibilities and the fiduciary duties that it owes as the Plan Administrator. When Tiara Yachts sought to review BCBSM's performance, BCBSM again breached its fiduciary duties by trying to conceal its failure to properly administer the Plan—it took several months and a motion to compel for Tiara Yachts to obtain <u>*its own claims data*</u> in discovery.

Now that Tiara Yachts finally has most of its claims data,[1] its experts have been able to confirm at least 2,317 specific claims that BCBSM improperly paid using Tiara Yachts' money. *See* Improperly Paid Claims Numbers, **Exhibit A**. Examples of BCBSM's wastefulness include (1) paying $9,786 for two doses of a drug, which has an average sale price of less than $40; (2) paying the full billed charge on a bill that was submitted almost <u>***five years***</u> (1,802 days) after the alleged service, even though the claim submitted did not include information identifying the provider, a procedure code identifying what service was allegedly provided, or a diagnosis code supporting any treatment; (3) paying the same claim twice for a provider to administer the same drug to the same patient on the same date; and (4) paying a claim that billed for both computer-

[1] BCBSM has withheld certain fields in the claims data that are necessary to identify "Flip-Logic" claims, even after promising to produce those data fields. This failure to produce complete claims data is the subject of Tiara Yachts' Renewed Motion to Compel. *See* ECF Nos. 170-171. At the hearing on that motion that took place on August 17, 2026, Magistrate Judge Kent ordered BCBSM to produce full claims data within 14 days, so Tiara Yachts should have full and complete claims data by no later than August 31, 2026. *See* ECF No 184.

assisted analysis of a sample (CPT 88361) and manual analysis of the same sample (CPT 88360), even though the National Correct Coding Initiative expressly bars these codes from being billed together. These are just four out of the thousands of examples through which BCBSM wasted millions of dollars of Tiara Yachts' money by improperly administering the Plan.

Tiara Yachts has made specific requests for certain documents that BCBSM must have in order to pay a claim on behalf of Tiara Yachts' Plan. These requests include the 837 EDI files (electronic claims sent by providers to BCBSM containing patient demographics, diagnoses, procedures, and charges); the EDI 835 files (standardized electronic documents that BCBSM sends to providers explaining how a claim was processed and identifying the paid amount, denied charges, adjustments, and patient responsibility); Explanations of Benefits (statements sent by BCBSM to members detailing how a claim was processed, the cost of the services received, insurance coverage, and the member's responsibility); and Provider Investigation Requests (formal inquiries or audits sent by BCBSM to providers to review billing practices or investigate suspected rules violations). These documents are necessary to provide a complete picture regarding why BCBSM used Tiara Yachts' assets to pay a claim. BCBSM has not produced any of these documents for any of Tiara Yachts' claims.

Furthermore, BCBSM is attempting to use its provider contracts as a defense to Tiara Yachts' lawsuit. BCBSM suggests that it pays claims according to its provider contracts and fee schedules, and that it had the authority to agree to its provider contracts.[2] It strains credulity that

[2] This would not provide a defense to BCBSM's violations of its fiduciary duties imposed by ERISA even if this assertion were true.

BCBSM entered into provider contracts under which it agreed to pay $9,786 for a medicine that costs less than $40, to pay the same claim multiple times, or to pay claims submitted approximately five years after unidentified services were allegedly performed. Regardless, Tiara Yachts requested BCBSM's provider contracts for the claims that were submitted to Tiara Yachts' Plan so it could confirm that BCBSM is *not* paying these absurd claims consistent with any contracts with providers. Despite these provider contracts forming the basis of BCBSM's apparent primary defense, BCBSM has failed to produce a single contract. This failure is all the more unconscionable in light of the fact that *BCBSM's provider contracts are required to be made public by federal law*. If BCBSM is going to assert compliance with its provider contracts as a defense, it must produce those contracts. BCBSM should be compelled to produce any and all provider contracts for providers that submitted claims to Tiara Yachts' plan or be barred from advancing any argument that it paid claims consistent with its agreements with providers at trial.

Tiara Yachts' requests include the claim file and provider contracts for all claims submitted to Tiara Yachts' Plan. Now that Tiara Yachts has been provided with most of its claims data and identified 2,317 specific claims listed on **Exhibit A** that BCBSM improperly paid, Tiara Yachts is willing to temporarily limit these requests to those claims.[3] This is less than 2.5% of the total claims that were submitted to Tiara Yachts' plan. These documents are clearly relevant and narrowly tailored to the analysis of the parties' respective claims and defenses, and should be compelled.

[3] Tiara Yachts reserves the right to renew its request for additional claims file documents and provider contracts depending on what BCBSM's production reveals.

II. BACKGROUND

A. TIARA YACHTS' LAWSUIT.

Tiara Yachts sponsors a self-funded ERISA health benefit Plan through which Tiara Yachts—not an insurer—pays for its employees' healthcare claims. *See* Compl. ¶¶1-12, (ECF No. 1, PageID.1-3). In doing so, Tiara Yachts, like most self-funded employers, contracts with a claims administrator to adjudicate, process, and pay all healthcare claims in exchange for a fee. *Id*. at ¶12 (PageID.3).

Here, Tiara Yachts engaged BCBSM as its Plan's claims administrator. *Id*. at ¶1 (PageID.1). Pursuant to an administrative services contract ("ASC"), Tiara Yachts deposited plan assets into a BCBSM-controlled bank account ("Plan Assets") and BCBSM had broad discretionary authority and control over the administration of the Plan, including the adjudication and payment of claims from Plan Assets. *Id*., ¶¶15-21, 24-26 (PageID.3-4); *Tiara Yachts, Inc. v. BCBSM*, 138 F.4th 457, 466 (6th Cir. 2025). Service providers, including entities like BCBSM—who exercise discretionary authority over management or administration of a plan, or who control plan assets including the management or disposition thereof—are fiduciaries under ERISA. *Saginaw Chippewa Indian Tribe of Mich. v. BCBSM*, 32 F.4th 548, 563 (6th Cir. 2022) (*SCIT*) (controlling and "failing to preserve plan assets" gives rise to fiduciary duties); *Rozo v. Principal Life Ins. Co.*, 949 F.3d 1071, 1074 (8th Cir. 2020) ("A service provider may be a fiduciary when it exercises discretionary authority, even if the contract authorizes it to take the discretionary act."); *Hi-Lex Controls v. BCBSM*, 751 F.3d 740, 745-46 (6th Cir. 2014) (when "BCBSM held plan assets of the Hi-Lex Health Plan [it] functioned as an ERISA fiduciary."); *Guyan Int'l, Inc. v. Prof'l Benefits Adm'rs, Inc.*, 689 F.3d 793, 798 (6th Cir. 2012) ("[A]n entity that exercises any authority or control over disposition of a plan's assets becomes a fiduciary.").

Previously unknown to Tiara Yachts, BCBSM's claims-processing systems have long suffered from defects that predictably inflate, misdirect, and overpay claims. Compl. ¶¶37-108, ECF No. 1 (PageID.6-16). These are not isolated errors; rather, as detailed in the Complaint, one of BCBSM's prior employees (Dennis Wegner) uncovered these defects and filed a whistleblower lawsuit over the fact that BCBSM's systems are inherently flawed and BCBSM has knowingly paid grossly inflated and improper healthcare claims since at least 1997, while at the same time concealing these failures from its customers (including Tiara Yachts). *Id*.

As confirmed by the claims data BCBSM has produced, BCBSM regularly mis-adjudicates and mismanages claims submitted by providers, causing customers to pay claims that should not have been paid for a variety of reasons. By way of example, BCBSM has paid: identical bills multiple times for the same service; inexplicably exorbitant claims for routine services; claims that were not submitted until years after BCBSM's own deadline; and claims that have no DRG code or that violate the National Correct Coding Initiative ("NCCI"). The four specific examples identified above are just a small sampling of at least 2,317 specific claims that BCBSM misadjudicated, costing Tiara Yachts millions of dollars. Instead of fulfilling its statutory, fiduciary duties to safeguard the Plan's Assets, BCBSM has failed to fix its systems' failures.

B. TIARA YACHTS' DISCOVERY REQUESTS.

In order to prove that BCBSM's payment of these claims cannot possibly be explained or justified, Tiara Yachts requested in discovery the claim file for the claims BCBSM paid using its assets and the provider contracts pursuant to which BCBSM paid those claims. *See* 10/23/2025 Amended RFPs, ECF No. 125-1, PageID.2002-2012; 2/6/2026 Second Set of RFPs **Exhibit B**. Tiara Yachts' requests include:

a. Any documents and communications between BCBSM and any Provider involving BCBSM disputing the amount of the claim. *See* ECF No. 125-1, PageID.2002-2012 (RFP #3).

b. Provider Investigation Request related to each claim identified. *Id.* (RFP #16).

c. Provider contracts, including the fee schedule or negotiated agreement that BCBSM had with each Provider that submitted these claims. *Id.* (RFP #15).[4]

d. Produce copies of all of BCBSM's written policies, practices, or systems used to identify excessive, duplicative, or improper claims submitted by Providers, Employees, or Enrollees. *Id.* (RFP #4).[5]

e. Produce all documents evidencing the internal training, instructions, or directives BCBSM gives or has given to its employees about identifying or responding to excessive claims or improper claims, whether due to fraud, mistake, waste, or abuse, submitted by Providers, Employees, or Enrollees in its claims processing systems. *Id*. (RFP #5).

f. Produce all documents, including internal BCBSM communications, about the design and operation of BCBSM's claims processing system(s)—including, but not limited to, training manuals, explanations for customers, and software guides for its NASCO flip logic system for out-of-state or non-participating provider ("non-par") claims—that BCBSM used to process Tiara Yachts' and the Plan's Claims. *Id.* (RFP #9).

g. Produce all Explanations of Benefits (EOBs) related to each claim identified, including any reissued, corrected, or superseding EOBs, and any EOB-level attachments, enclosures, or notices (e.g., appeal rights, adverse benefit determination notices), in the form in which they are kept in the ordinary course of business. **Ex B** (RFP #23).

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[4] As part of the "meet and confer" process, BCBSM has agreed to produce fee schedules related to professional services providers (i.e., physicians), but not facility providers (i.e., hospitals).

[5] Regarding requests 4, 5 and 9, BCBSM also agreed it would produce responsive documents, including provider manuals. As of this filing, however, those have not been produced.

h. Produce all EDI provider-facing or provider-exchanged submissions (EDI 837 files) and remittance records (EDI 835 electronic remittance advice files) submitted to the Plan or transmitted by or on behalf of BCBSM regarding each claim identified, including all electronic versions of any submissions (EDI 837) or remittance (EDI 835) files (and any successor formats) that show complete payment and reconciliation records sufficient to show amounts paid to Providers, remittance summaries, adjustments, recoupments, reversals, or offsets, dates of payment, pricing or funding source, and any subsequent adjustments. *Id.* (RFP #24).

BCBSM's responses to Tiara Yachts' Amended First RFPs were due in November 2025. Its responses to Tiara Yachts' Second RFPs were due in March 2026. To each of these requests, BCBSM responded by asserting boilerplate, repetitive objections related to the "burden" the discovery would allegedly place on BCBSM. *See* ECF No. 125-3; 3/23/2026 Responses to Second Set of RFPs, **Exhibit C**. To this day, BCBSM has failed to produce a single document responsive to any of these requests, withholding all responsive documents to these requests on its boilerplate objections.

C. TIARA YACHTS' EXPERTS IDENTIFY CLAIMS THAT BCBSM IMPROPERLY ADJUDICATED.

To be clear, Tiara Yachts requested these documents for *all* of the claims that have been paid with Tiara Yachts' assets, as BCBSM was improperly withholding Tiara Yachts' claims data to prevent Tiara Yachts from auditing BCBSM's administration of the Plan's claims. However, Tiara Yachts' expert has since received at least partial claims data and has confirmed that, at a minimum, the 2,317 claims listed on **Exhibit A** were improperly adjudicated as a result of BCBSM's failure to adhere to its fiduciary duties in the administration of the Plan. While the documents requested are relevant and discoverable for all of the claims BCBSM paid with Tiara Yachts' assets, Tiara Yachts is willing, for this motion to compel, to limit its requests to only the claim file and provider contracts for the 2,317 listed claims. This request encompasses less than 2.5% of the claims submitted by providers to Tiara Yachts' Plan.

III. LAW AND ARGUMENT

A. GOVERNING LEGAL STANDARDS.

Under the Federal Rules, "Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case[.]" Fed. R. Civ. P. 26(b)(1). A matter is "relevant" for purposes of Rule 26(b)(1) if it "is reasonably calculated to lead to the discovery of admissible evidence." *Martinez v. McGraw*, 581 F. App'x 512, 517 (6th Cir. 2014). "The scope of discovery . . . is traditionally quite broad," *Lewis v. ACB Bus. Servs., Inc.*, 135 F.3d 389, 402 (6th Cir. 1998), designed to ensure "the gravamen of the dispute [is] brought frankly into the open for the inspection of the court," *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 512-13 (2002). The modern discovery system makes trial "less a game of blind man's bluff and more a fair contest with the basic issues and facts disclosed to the fullest practicable extent." *U.S. v. Procter & Gamble Co.*, 356 U.S. 677, 682 (1958).

B. BCBSM SHOULD BE COMPELLED TO PRODUCE THE DOCUMENTS SUPPORTING THE CLAIMS IT PAID OR BE BARRED FROM RAISING A DEFENSE THAT THE CLAIMS WERE PROPERLY PAID AT TRIAL.

In RFP Nos. 16 and 23-24, Tiara Yachts asked BCBSM to produce the 837 EDI files, the EDI 835 files, the Explanations of Benefits documents for the claims BCBSM paid using Plan Assets, and any Provider Investigation Requests. These are each electronic records, sent or received by BCBSM, that provide critical information about the details underlying a claim, the specific services provided, and the reason those services were necessary. These are the actual documents on which claims are submitted, adjudicated, paid, and explained. BCBSM objected to these requests and refused to produce any documents on the basis that this information is "cumulative and/or duplicative of the claims data." *See* **Ex C**. BCBSM also objects and states that producing these documents would be "disproportionate to the needs of the case" because BCBSM apparently does a poor job organizing and maintaining the documents upon which it makes decisions to expend Plan Assets—specifically, BCBSM claims these documents "are stored in various locations and databases" that are "not searchable" and cannot be "organized by group plan" and "cannot be searched or filtered by specific members or groups." *Id.*

Regarding its objection that the claims data and the supporting documents are duplicative, BCBSM is wrong—the claims data is not synonymous with the supporting documents underlying each claim. While all of the information in the claims data can be found in EDI, EOB, and provider investigation documents, the inverse is not true. The EDI, EOB, and provider investigation documents could, theoretically, contain additional details and medical records that are not included in the claims data. These documents could, hypothetically, provide information detailing extraordinary circumstances justifying payment where a claim is otherwise medically unlikely or abnormally coded. However, the only way that medically unlikely or abnormally coded claims could possibly be permissible is if the claim is submitted with a modifying code along with supporting medical records. These modifiers, and the medical records necessary to support them, are not in the claims data. They can only be found in the EDI or EOB documents for that claim.

If BCBSM truly cannot search for or identify EDI, EOB, and provider investigation documents for the 2,317 claims identified as improperly adjudicated by Tiara Yachts' expert, so be it. Tiara Yachts would agree to excuse BCBSM from producing any EDI, EOB, and provider investigation documents, as long as BCBSM is barred from taking the position that any of the 2,317 identified claims could have been properly paid because of a modifier or supporting medical records. If BCBSM agrees to waive any argument that a claim could have been justified by the documents it is refusing to produce, then nothing further is needed on RFP Nos. 16, 23, 24, and 25. But BCBSM cannot have it both ways. If the EDI, EOB, and provider investigation documents cannot be searched and cannot be produced, then BCBSM cannot be permitted to rely on any such documentation at trial or to submit evidence or testimony supporting that a claim was properly paid based on information in those documents.

C. BCBSM SHOULD BE COMPELLED TO PRODUCE ITS PROVIDER CONTRACTS OR BE BARRED FROM RAISING COMPLIANCE WITH PROVIDER CONTRACTS AS A DEFENSE.

One of BCBSM's primary defenses appears to be that it paid claims according to the agreed-upon rates in its provider contracts. In fact, BCBSM has even served several Requests for Admission on Tiara Yachts asking it to make a number of admissions directly related to this purported defense. *See* BCBSM's First Set of RFAs, **Exhibit D**. In light of BCBSM's apparent reliance on its provider contracts and negotiated fee schedules as the crux of its defense, Tiara Yachts requested in RFP No. 15 that BCBSM produce its fee schedule and provider contracts for any claims that were submitted to Tiara Yachts' Plan. *See* ECF No. 125-1, PageID.2010.

As explained above, BCBSM's position that all of the claims that Tiara Yachts has identified are paid according to its negotiated contracts—including the payment of $9,786 for a medicine that costs less than $40, payment of the same claim multiple times, or payment of the claim submitted approximately five years after services—is, frankly, unbelievable.[6] Additionally, however, BCBSM has failed to produce a single contract through which Tiara Yachts can evaluate its position.

Notably, after reciting boilerplate objections that producing its provider contracts would be "burdensome," BCBSM states that "subject to an appropriate protective order, *BCBSM agrees*

[6] If BCBSM did negotiate contracts this unfavorable to its customers, that alone would give rise to liability for breaching its fiduciary duty.

to search for and produce the fee schedules described in this request[.]" BCBSM's discovery production was due in November 2025. A protective order was entered in this case on January 8, 2026. *See* ECF No. 122. It is now the end of August, and BCBSM has not produced a single provider contract to this day.

BCBSM's refusal to produce its provider contracts is even more difficult to comprehend because federal law mandates that health insurers like BCBSM publicly disclose the very pricing information—including negotiated provider rates—that BCBSM is claiming is "burdensome" to produce. The Transparency in Coverage Final Rule, 45 C.F.R. § 147.212, 29 C.F.R. § 2590.715-2715A3, and 26 C.F.R. § 54.9815-2715A3, establishes that health insurers must make detailed pricing information freely available to the public. Specifically, the rule requires the publication of three separate files, updated on a monthly basis:

- First, an In-Network Rate File, which must disclose the negotiated rates—meaning the dollar amounts that the plan or insurer has contractually agreed to pay each in-network provider—for every covered item and service. Each rate must be expressed as a dollar amount and must be linked to the specific provider (identified by National Provider Identifier and Tax Identification Number), the specific service (identified by billing code), and the last date of the relevant contract term or expiration date.

- Second, an Out-of-Network Allowed Amount File, which must disclose the amounts paid to out-of-network providers, together with the billed charges, for covered items and services.

- Third, a Prescription Drug File, which must disclose negotiated rates and historical net prices (reflecting rebates and discounts) for covered prescription drugs, again linked to specific providers and contract term dates.

The regulation is explicit that this information "must be publicly available and accessible to any person free of charge and without conditions, such as establishment of a user account, password, or other credentials, or submission of personally identifiable information to access the file." 26 C.F.R. § 54.9815-2715A3.

BCBSM's refusal to produce critical support for its primary purported defense and insistence upon a "protective order" to protect information that federal law mandates be publicly available does not reflect a good faith effort to comply with its discovery obligations. There would be no justification whatsoever for placing any additional restriction on Tiara Yachts' use of documents and information that BCBSM is legally required to post publicly every month. BCBSM should be compelled to produce any and all provider contracts for any providers that submitted claims to Tiara Yachts' Plan or be barred from advancing any argument that it paid claims consistent with its agreements with providers.

D. BCBSM Should Be Compelled to Produce Communications with Providers Disputing the Amount of Submitted Claims.

BCBSM has also failed to produce documents responsive to RFP No. 3. This request asked that BCBSM produce its communications with any provider involving BCBSM disputing the amount being sought. *See* ECF No. 125-1, PageID.2008. BCBSM stated in its response that it "agrees to search for and produce documents and communications with Providers . . . in which BCBSM disputed a claimed payment amount associated with Tiara Yachts or its Plan." *See* ECF No. 125-3, PageID.2035. As part of the meet and confer process, BCBSM committed to conducting an additional search and to supplementing its current responses. It has not yet done so.

E. BCBSM Should Be Compelled to Produce Policies and Procedures Regarding Claim Adjudication.

BCBSM has also failed to produce documents responsive to RFP Nos. 4-5, and 9. These requests asked that BCBSM produce its policies and procedures regarding the systems used to evaluate improper or fraudulent claims. BCBSM has provided System and Organization Controls audit reports (2018 and 2019) that describe BCBSM's claims processing system and confirm that their claim adjudicators follow internal "Online Desk-Level procedures" (ODLs) to approve or reject claims. No such ODL procedures have been produced.

BCBSM also produced a series of provider-facing bulletins from an internal publication called "The Record" that set policies putting providers on notice for claims that will be rejected or returned for correction. The bulletins themselves refer to a comprehensive provider manual on a platform labeled "web-DENIS". These bulletins are excerpts of this larger document with policy and procedures for providers. BCBSM should be compelled to produce all of its policies and procedures regarding claim adjudication.

BCBSM has agreed to provide these documents as part of the meet and confer process, but has not done so yet. In case BCBSM does not follow through, Tiara Yachts raises the issue here.

IV. CONCLUSION

For the reasons set forth above, BCBSM should be ordered to produce, for the list of claims that Plaintiff has identified as improperly allowed by BCBSM:

(1) The claim file for the 2,317 claims listed on **Exhibit A**, including:

a. All EDI provider-facing or provider-exchanged submissions (EDI 837 files) and remittance records (EDI 835 electronic remittance advice files) submitted to the Plan or transmitted by or on behalf of BCBSM regarding each claim identified, including all electronic versions of any submissions (EDI 837) or remittance (EDI 835) files (and any successor formats) that show complete payment and reconciliation records sufficient to show amounts paid to Providers, remittance summaries, adjustments, recoupments, reversals, or offsets, dates of payment, pricing or funding source, and any subsequent adjustments;

b. Explanations of Benefits (EOBs) related to each claim identified, including any reissued, corrected, or superseding EOBs, and any EOB-level attachments, enclosures, or notices (e.g., appeal rights, adverse benefit determination notices), in the form in which they are kept in the ordinary course of business;

c. Any Provider Investigation Request related to each claim identified; and

d. Any documents and communications between BCBSM and any Provider involving BCBSM disputing the amount of the claim.

(2) The provider contracts, including the fee schedule or negotiated agreement that BCBSM had with each Provider (professional and facility) that submitted the 2,317 claims listed on **Exhibit A**.

(3) All internal policies, procedures, and manuals including:

a. Any documents governing the adjudication, approval, denial, or pricing of claims;

b. All Online Desk-Level procedures (ODLs);

c. Benefit Configurator rules; and

d. Any documents that explain claim system edit logic applied by the NASCO Processing System.

(4) All versions of the BCBSM provider manual or provider handbook, including any provider-facing manual maintained on web-DENIS or any successor platform, in effect during the Contractual Periods.

Respectfully submitted,

VARNUM LLP
Attorneys for Tiara Yachts, Inc.

Dated: August 21, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on August 21, 2026, I electronically filed the foregoing document with the Clerk of the Court using the ECF system, which will send notification of the filing to all counsel of record.

/s/ Aaron M. Phelps
Aaron M. Phelps (P64790)

EXHIBIT A

Claim Number
****2752193100
****2752193200
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****2655086900
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EXHIBIT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TIARA YACHTS, INC.,	Case No.1:22-cv-603
Plaintiff/Counter-Defendant,	Honorable Robert J. Jonker
v.	Magistrate Judge Ray Kent
BLUE CROSS BLUE SHIELD OF MICHIGAN,	
Defendant/Counter-Plaintiff.	

TIARA YACHTS, INC.'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO BLUE CROSS BLUE SHIELD OF MICHIGAN

Tiara Yachts, Inc. ("Plaintiff" or "Tiara Yachts"), submits the following requests for production of documents under Fed. R. Civ. P. 34 to Defendant Blue Cross Blue Shield of Michigan ("Defendant" or "BCBSM"). BCBSM is required to answer and supplement these requests for production of documents in full compliance with those rules.

GENERAL DEFINITIONS

Except as specifically noted in a particular discovery request, the following definitions shall apply to each of the following terms throughout these discovery requests:

1. "Document" or "documents" means anything covered by Fed. R. Civ. P. 34(a).

2. "Defendant," "BCBSM," "you," and "your" means or refers to Blue Cross and Blue Shield of Michigan; its employees, agents, attorneys, representatives, subsidiaries, and accountants; and every person or entity that possesses information or documents on behalf of Blue Cross and Blue Shield of Michigan.

3. "Communication" or "communications" means any spoken or written transfer of information or documents from one or more persons to one or more other persons.

4. "Person" or "persons" means and includes, without limitation, any natural person, firm, association, organization, partnership, business trust, corporation, limited liability company, public entity, or any other type of entity

5. "Identity" or "identify," when used with reference to a natural *person*, means to state with respect to such person:

a. His or her name.
b. His or her present residence address and telephone number.
c. The identity of the person or entity by whom he or she is employed, or with whom he or she is affiliated.
d. His or her title, duty, or position at his or her place or place of employment/affiliation.
e. His or her past and present relationships to Defendant.

Once a person has been identified, it is sufficient thereafter when identifying that person merely to state his/her/its name.

6. "Identity" or "identify," when used with respect to a *document*, means to assign a unique alpha-numeric designation to such document and to state:

a. The type of document (letter, memorandum, etc.).
b. The identity of the author/addressor of the document.
c. The identity of the addressee of the document.
d. The identity of all recipients of indicated or blind copies.
e. Its date.
f. Its subject matter.
g. The total number of pages.
h. The identity of all attachments or appendices.
i. The identity of all persons to whom it or its contents were distributed, shown, or explained.
j. The identity of the present custodian.
k. The identity of each natural person whose testimony could be used to authenticate the document.

All subsequent references to a document once identified may be made by stating the document identification number assigned by you pursuant to the above instruction.

7. "Identity" or "identify," when used with reference to a *communication*, means to:

a. Identify the person or persons making or originating the communication.
b. Identify the person or persons to whom or in whose presence the communication was made.
c. State when and where the communication was made.
d. Identify all documents that embody, relate to, or refer to the communication.
e. State the substance of the communication.

For each communication for which a claim of privilege or work-product is made, respond to sub-parts a through e above; state the subject matter of the communication; identify all persons to whom some or all of the contents of the communication were communicated; and state the nature of the privilege or work-product claim asserted.

8. "Identity" or "identify," when used with respect to a *fact* or *reason*, means to state for each such fact or reason:

a. All events, conditions, data observations, or states of affairs that support or relate to the fact or reason.
b. All subsidiary facts, data, or observations from which or by which the fact or reason is observed, inferred, or detected.
c. The logical reasoning by which the fact or reason is inferred from subsidiary events, conditions, observations, data, or states of affairs.
d. All corroborating facts, reasons, or data.

9. "Identify" or "identify," when used with respect to a *Claim* or *Claims* means to state:

a. the claim(s) number;
b. the billed amount(s);
c. the amount(s) paid;
d. the reason for any discount, network rate, or repricing that was applied (or not applied); and
e. whether any subsequent negotiation or refund request was made.

10. The words "any," "each," "all," and "every," include the singular and the plural, and they shall be deemed interchangeable.

11. When an inquiry is made for information related to an occurrence "between" two dates, the inquiry seeks information for the period including the years or dates designated.

12. As used herein, the singular includes the plural and the plural includes the singular. Similarly, words of one gender shall be deemed to include words of all genders.

13. The term "Complaint" as used hereafter shall mean, unless otherwise specifically noted, the Complaint filed by Plaintiff in the captioned matter.

SPECIAL DEFINITIONS

1. "**ASC**" shall mean the Administrative Services Contract entered into by and between Tiara Yachts, Inc. and BCBSM, together with all schedules, amendments, riders, renewals, exhibits, or other modifications during the Contractual Period.

2. "**Claim(s)**" means any request for payment or reimbursement of medical, hospital, pharmaceutical, or other health-related expenses incurred by an Enrollee from a Provider, as further defined in the parties' former ASC.

3. "**Claims Data**" means all Claim level data fields, identifiers, and other information, maintained by BCBSM on behalf of the Plan related to any Claims including but not limited to: claims numbers, member numbers, claim status, dates of service, billed charges, allowed amounts, approved amounts, deductible amount, copay amount, coinsurance amount, paid amounts, member responsibility, network status, provider identifiers, participating status, payee direction, revenue code, provider network indicators, type of service, place of service, shared savings program fees and discounts, all procedure codes, all DRG or HCPCS (or other similar standardized or uniform)

codes, all diagnosis codes, all reporting codes, all procedure codes and modifiers, all ICD procedure codes, all processed codes, all remark fields, and any flags or codes used in adjudication.

4. "**Contractual Period(s)**" means from January 1, 2006 until December 31, 2018, and any run-out period for claims incurred during that period.

5. "**Electronic Data Interchange**" or "**EDI**" means the standardized electronic exchange of health care transactions between payers, Providers, and intermediaries, including HIPAA-standard ASC X12 transactions (e.g., 835 Electronic Remittance Advice, 837 Health Care Claim Transaction Set), together with any associated companion guides, mapping specifications, or proprietary variants used by BCBSM or its agents.

6. "**Employee**" as defined in the parties' former ASC, means the following who were eligible and enrolled for coverage, (i) employees as designated by the Plan; (ii) if applicable, retirees and their surviving spouses as designed by the Plan; and (iii) COBRA beneficiaries.

7. "**Enrollee**" as defined in the parties' former ASC, means an individual who is enrolled in Tiara's self-funded health benefit Plan, either as an Employee, spouse, or as a dependent of an Employee.

8. "**Explanation of Benefits**" or "**EOB**" refers to any document (paper or electronic) generated or maintained by BCBSM (or any agent) that explains to a member/enrollee how a claim was adjudicated, including but not limited to amounts billed, allowed, paid, denied, adjusted, applied to cost-sharing, member responsibility, plan responsibility, procedure or service codes, and appeal rights. This includes any materially equivalent member-facing benefits explanation by any other name.

9. "**Plan**" means the S2 Yachts, Inc. Employee Benefit Plan, including any successor or predecessor plan, sponsored by Tiara Yachts.

10. "**Provider**" means any healthcare provider or facility that submits claims to BCBSM to be paid.

INSTRUCTIONS

1. Each Discovery Request is to be answered separately in writing. However, if the answer to any Discovery Request would be the same as the answer to any other Discovery Request, the answer may be incorporated by reference thereto.

2. In answering these Discovery Requests, you are required to furnish such information in answer thereto as is available to you or that is available to or could be obtained by BCBSM from its subsidiaries, affiliates, employees, agents, representatives, sureties, or indemnitors.

3. All electronically stored information (ESI) and computerized information or records must be produced in its native format and with a load file set that ties together the native file, text, and metadata. Paper documents, including notes or spreadsheets in paper form, shall be produced as Single-page Group IV TIFF images at 300 x 300 dpi resolution for black and white pages or single-page JPEG images at 300 x 300 dpi resolution for color pages. The production shall be searchable and shall include the appropriate Load/Utilization files which will, at a minimum, contain the following fields:

a. Beginning Production Number
b. Ending Production Number
c. Beginning Attachment Production Number
d. End Attachment Production Number
e. Custodian/Source
f. Confidentiality
g. Document Type
h. Document Properties
i. Page Counts
j. Created Date
k. Last Modified Date
l. OCR .TXT file

m. MD5 Hash

4. If you know of the existence, past or present, of any document described in a document request but are unable to produce such document because it is not presently in your possession, custody or control, you shall so state in your response to such request, and you shall identify such document, and the individual(s) in whose possession, custody or control the document was last known to reside. If such document no longer exists, state when, how and why such document ceased to exist.

5. These Discovery Requests shall be deemed continuing so as to require you to file supplementary answers if you obtain further or different information between the time of answering these Discovery Requests and the time of trial.

6. If, because of a claim of attorney-client privilege, work product, or other protection, you withhold from production any document called for by these document requests, please provide a written schedule or log setting forth for each document withheld the following information:

a. The nature of the privilege claimed (e.g., attorney-client, work product, etc.).
b. The name of any attorney with respect to whom the privilege is claimed.
c. The basis for claiming the privilege as to the specific information or document involved.
d. The author, addressee, persons to whom copies were furnished, and date.
e. A description of the subject matter of each such document.
f. The current custodian of each copy of the document.

REQUESTS FOR PRODUCTION OF DOCUMENTS

23. Produce all Explanations of Benefits (EOBs) for each Enrollee in the Plan for all Claims incurred and/or processed during the Contractual Period including any reissued, corrected, or superseding EOBs, and any EOB-level attachments, enclosures, or notices (e.g., appeal rights, adverse benefit determination notices), in the form in which they are kept in the ordinary course of business (including native electronic formats where available).

RESPONSE:

24. Produce all EDI provider-facing or provider-exchanged submission (EDI 837 files) and remittance records (EDI 835 electronic remittance advice files) submitted to the Plan or transmitted by or on behalf of BCBSM regarding Claims incurred and/or processed on behalf of the Plan, including all electronic versions of any submission (EDI 837) or remittance (EDI 835) files (and any successor formats) that show complete payment and reconciliation records sufficient to show amounts paid to Providers, remittance summaries, adjustments, recoupments, reversals, or offsets, dates of payment, pricing or funding source, and any subsequent adjustments.

RESPONSE:

Respectfully submitted,

VARNUM LLP
Attorneys for Tiara Yachts, Inc.

Dated: February 6, 2026

By: */s/ Aaron M. Phelps*

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EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

TIARA YACHTS, INC.,

Plaintiff,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant.

Case No. 1:22-cv-603
Hon. Robert J. Jonker
Mag. Ray Kent

DEFENDANT BCBSM'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Defendant Blue Cross Blue Shield of Michigan ("BCBSM"), through counsel, states for its Responses to Plaintiff's Second Set of Requests for Production of Documents:

OBJECTIONS AND RESPONSES

23. Produce all Explanations of Benefits (EOBs) for each Enrollee in the Plan for all Claims incurred and/or processed during the Contractual Period including any reissued, corrected, or superseding EOBs, and any EOB-level attachments, enclosures, or notices (e.g., appeal rights, adverse benefit determination notices), in the form in which they are kept in the ordinary course of business (including native electronic formats where available).

RESPONSE: BCBSM objects to this request because the relevant information contained in Plan Enrollees' Explanation of Benefits ("EOB") forms is duplicative of the claims data that BCBSM has already agreed to produce. BCBSM further objects to this request because it is overly broad, unduly burdensome, and disproportionate to the needs of this case. The requested EOB forms are stored in various locations and databases that BCBSM uses for document and data storage. These databases are not searchable by group. Tracking down all EOB forms related to Tiara Yachts would therefore impose an extreme burden on BCBSM.

24. Produce all EDI provider-facing or provider-exchanged submission (EDI 837 files) and remittance records (EDI 835 electronic remittance advice files) submitted to the Plan or transmitted by or on behalf of BCBSM regarding Claims incurred and/or processed on behalf of the Plan, including all electronic versions of any submission (EDI 837) or remittance (EDI 835) files (and any successor formats) that show complete payment and reconciliation records sufficient to show amounts paid to Providers, remittance summaries, adjustments, recoupments, reversals, or offsets, dates of payment, pricing or funding source, and any subsequent adjustments.

RESPONSE: BCBSM objects to this request because the relevant information contained in the requested EDI file is unreasonably cumulative and/or duplicative of the claims data that BCBSM has already agreed to produce. BCBSM further objects because the requested EDI files contain sensitive health information that is not relevant to Tiara Yachts' claims. BCBSM further objects to this request because it is overly broad, unduly burdensome, and disproportionate to the needs of this case. BCBSM further objects to this request to the extent the information sought is obtainable from other sources that are more convenient, less burdensome, and less expensive. EDI files received by BCBSM contain hundreds of claims and are not received or organized by group plan or member-related information. Additionally, these files cannot be searched or filtered by specific members or groups. In other words, there is *no single set* (or sets) of EDI files specific to the Tiara Yachts Plan. BCBSM receives and processes *millions* of these files every year. Identifying every one of them from 2006 through 2018 that pertains to Tiara Yachts would impose an extreme, unwarranted burden on BCBSM and would be unduly expensive.

Dated: March 23, 2026

Respectfully submitted,

ALLEN OVERY SHEARMAN STERLING US LLP

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EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

TIARA YACHTS, INC.,	
Plaintiff,	Civil Action No.: 1:22-cv-603
v.	Judge: Hon. Robert J. Jonker
BLUE CROSS BLUE SHIELD OF MICHIGAN,	Magistrate Judge: Ray Kent
Defendant.	

DEFENDANT BLUE CROSS BLUE SHIELD OF MICHIGAN'S
FIRST REQUESTS FOR ADMISSION

Defendant Blue Cross Blue Shield of Michigan submits these First Requests for Admission to Plaintiff Tiara Yachts, Inc., to be answered separately and fully, in writing under oath, pursuant to Fed. R. Civ. P. 36.

Definitions

In these requests for admission:

1. "Tiara Yachts" means Plaintiff Tiara Yachts, Inc. and any affiliated entity.

2. "BCBSM" means Defendant Blue Cross Blue Shield of Michigan.

3. "Complaint" refers to the complaint filed by Tiara Yachts in the United States District Court for the Western District of Michigan, Case No. 1:22-cv-603.

4. "ASC" means the Administrative Services Contract between BCBSM and Tiara Yachts that was first executed on January 1, 2006, together with all subsequent amendments, schedules and other similar contractual documents.

5. "Plan" means the group health care plan described in the ASC, including any administrator, sponsor, or any other agent or representative.

6. "Enrollee" means an individual enrolled as an employee, spouse, or dependent in the Plan, as defined in Article I, Par. J of the ASC.

Instructions

1. Tiara Yachts' responses to these requests for admission must include such information as is available to, or can be obtained by, Tiara Yachts.

2. These requests for admission are continuing and must be supplemented by Tiara Yachts as required by the Federal Rules of Civil Procedure, through the trial of this matter.

3. If Tiara Yachts objects to any of the requests for admission, it should specifically state its objection.

4. If Tiara Yachts believes that any request for admission seeks both privileged and non-privileged information, the non-privileged portion should be disclosed to the fullest extent possible without disclosing the privileged portion. If a privilege is asserted, Tiara Yachts should clearly indicate the portion as to which the privilege is claimed, and should state the basis for the privilege.

5. The words "and" and "or" shall be construed conjunctively or disjunctively as is necessary to make the request inclusive rather than exclusive.

6. The singular shall be construed to include the plural, and vice versa, to make the request inclusive rather than exclusive.

7. The present tense always includes the past tense, and vice versa, to make the request inclusive rather than exclusive.

Requests for Admission

1. Admit that under Art. I, Par. E of the ASC, "BCBSM negotiate[d] provider reimbursement rates on its own."

RESPONSE:

2. Admit that under Art. I, Par. E of the ASC, BCBSM could "set the rate for health care services to cover any BCBSM obligation to health care providers."

RESPONSE:

3. Admit that under Art. II, Par. K(1) of the ASC, Tiara Yachts had "no entitlement to a particular rate."

RESPONSE

4. Admit that under Art. II, Par. K(1) of the ASC, "BCBSM's negotiated reimbursement rates include all reimbursement obligations to providers."

RESPONSE:

5. Admit that under Art. II, Par. K(1) of the ASC, "BCBSM negotiate[d] provider reimbursement rates and settle[d] provider obligations on its own behalf."

RESPONSE:

6. Admit that because BCBSM negotiated provider reimbursement rates on its own behalf, BCBSM did not owe a fiduciary duty to Tiara Yachts with respect to the negotiation of provider reimbursement rates.

RESPONSE:

7. Admit that because BCBSM negotiated provider reimbursement rates on its own behalf, BCBSM did not violate a fiduciary duty to Tiara Yachts with respect to the negotiation of provider reimbursement rates.

RESPONSE:

8. Admit that because BCBSM settled provider obligations on its own behalf when it reimbursed providers based on negotiated rates, BCBSM did not owe a fiduciary duty to Tiara Yachts when it settled provider obligations based on negotiated rates.

RESPONSE:

9. Admit that because BCBSM settled provider obligations on its own behalf when it reimbursed providers based on negotiated rates, BCBSM did not violate a fiduciary duty to Tiara Yachts when it settled provider obligations based on negotiated rates.

RESPONSE:

Respectfully submitted,

ALLEN OVERY SHEARMAN STERLING US LLP

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Dated: June 1, 2026

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