**U.S. Department of Justice**

*United States Attorney*
*Southern District of New York*

*86 Chambers Street*
*New York, New York 10007*

September 1, 2026

Via ECF
The Honorable Katharine H. Parker
United States District Court
500 Pearl Street
New York, New York 10007

Re: *United States of America v. Anthem, Inc.*, No. 20 Civ. 2593 (ALC) (KHP)

Dear Judge Parker:

This Office represents the Government in the above-referenced matter. We write in accordance with the Court's July 22, 2026, order to raise outstanding discovery disputes. ECF No. 555. This dispute arises from Anthem's refusal to provide any testimony in response to certain of the Government's Rule 30(b)(6) topics. Anthem has also baselessly limited its testimony in response to other relevant and proportional topics. For the reasons set forth below, the Court should direct Anthem to provide testimony concerning the Government's Rule 30(b)(6) topics, without Anthem's improper limitations.

## I. Background

In this fraud case, the Government claims that, from 2014 to 2018, Anthem falsely attested to the accuracy of data submitted to CMS by "knowingly disregard[ing] its duty to ensure the accuracy of the risk adjustment diagnosis data that it submitted to the Centers for Medicare and Medicaid Services ('CMS') under the Part C plans operated by Anthem." ECF No. 60, Opinion and Order, at 1. Specifically, the Government alleges that Anthem operated its retrospective chart review program in a manner designed to identify additional diagnosis codes to submit to CMS and thereby increase the payments Anthem received from CMS while turning a blind eye to diagnosis codes its chart review revealed to be unsupported. Amended Complaint, ECF No. 26 ("Compl.") ¶¶ 5-8, 120-33.

On January 21, 2026, the Government served its Notice of Deposition Under Federal Rule of Civil Procedure 30(b)(6) ("Notice") on Anthem. *See* Ex. A. The parties then engaged in several lengthy meet-and-confer sessions and exchanged multiple rounds of letters and emails concerning the Notice. In response to Anthem's concerns, the Government significantly narrowed the scope of the topics. Nonetheless, Anthem still refuses to provide testimony concerning several important and narrowly-tailored topics, either in their entirety or without interposing unreasonable limitations. Anthem should be required to provide testimony concerning these topics without any such limitations. The current versions of the topics at issue as well as the scope of the testimony, if any, Anthem has agreed to provide on each such topic are set out in the table attached hereto as Exhibit B.

Pursuant to Rule 30(b)(6), "when a party seeking to depose a corporation announces the subject matter of the proposed deposition, the corporation must produce someone familiar with that subject." *Reilly v. Natwest Markets Group, Inc.*, 181 F.3d 253, 268 (2d Cir. 1999). This representative must "testify about information known or reasonably available to the organization."

Fed. R. Civ. P. 30(b)(6). The corporation "must prepare the designee to the extent matters are reasonably available, whether from documents, past employees, or other sources." *Bank of New York v. Meridien BIAO Bank Tanzania Ltd.*, 171 F.R.D. 135, 151 (S.D.N.Y. 1997). "[A] Rule 30(b)(6) deposition notice is subject to the limitations under Federal Rule 26—deposition topics should be proportional to the needs of the case, not unduly burdensome or duplicative, and described with reasonable particularity." *Blackrock Allocation Target Shares: Series S Portfolio v. Wells Fargo Bank, Nat'l Ass'n*, No. 14-cv-09371 (KPF) (SN), 2017 WL 9400671, at *1 (S.D.N.Y. Apr. 27, 2017) (internal citations omitted). As explained below, the topics on which the Government seeks testimony meet these standards.

## II. Anthem Must Provide Testimony Concerning the Government's Rule 30(b)(6) Topics, Without Anthem's Improper Limitations

Anthem should be required to provide testimony about each of the topics below.

**Topic c – Anthem Trainings**

This topic concerns training provided to Anthem employees involved in the design, implementation, or operation of Anthem's chart review program. The topic is limited to training regarding Anthem's legal and regulatory obligations with respect to diagnosis codes it submitted to CMS—the core obligations at issue in this lawsuit. The training—or lack thereof—that Anthem provided to employees who operated the chart review program at issue in this case on legal obligations relating to diagnosis codes is directly relevant to whether Anthem acted in reckless disregard of its obligation to delete the diagnosis codes revealed as unsupported through the chart review program. *United States ex rel. Heath v. Wisconsin Bell, Inc.*, 92 F.4th 654, 658, 663 (7th Cir. 2024), *aff'd and remanded on other grounds,* 604 U.S. 140 (2025) (holding, in False Claims Act case, that there was a reasonable inference of scienter where, among other things, "[the defendant] did not train its sales representatives on the [relevant legal] rule"). Anthem has agreed to provide testimony on this topic only for the period from June 1, 2013, to March 1, 2017, and only where the training references three specific phrases Anthem has selected. These unilateral limitations are improper and should be rejected.

First, Anthem generally attempts to unilaterally limit its Rule 30(b)(6) testimony to the period from June 1, 2013, through March 1, 2017, on the ground that that period "approximately corresponds to CMS payment years 2013 through 2016 and the approximate beginning of Anthem's Chart Review Program project year 2013 through the end of Anthem's Chart Review Program project year 2016." Ex. C, Anthem's Responses and Objections, at 9-10. But that period does not capture the full period during which the Government alleges Anthem violated the False Claims Act, much less the full period relevant to the Government's allegations. The Government asserts that Anthem submitted false attestations as late as October 2018 that subject it to False Claims Act liability in this case.[1] *See, e.g.*, Ex. D. Further, Anthem began operating the chart

[1] In the Amended Complaint, the Government alleges that, through early 2018, Anthem operated its chart review program in a manner designed to avoid its obligation to identify and delete inaccurately reported diagnosis codes. Compl. ¶¶ 5, 7. In early 2018, Anthem changed the structure of its chart review program to begin identifying diagnosis codes that were not substantiated by its chart review. However, those changes did not apply to the dates of service at issue in this case, and Anthem continued to submit false attestations for the dates of service at issue through October 2018.

review program with its vendor Verscend (which has, at various points, been known as MediConnect, Verisk, and Cotiviti) in 2009. Training provided to Anthem employees concerning Anthem's obligations from that point on is also plainly relevant to the Government's claims, including as to Anthem's scienter. The Court has rejected Anthem's previous attempts to limit its discovery responses to the narrow time period it attempts to impose here. *See, e.g.*, Tr. of Oct. 29, 2024, Conf. at 11:5-16, 13:13-16, 27:5-9 (ordering Anthem to produce documents for the Government's requested period of 2009-2018 and rejecting Anthem's attempt to limit the period to 2013-2017, noting, with respect to the earlier portion of the date range, "wouldn't it be relevant" to have information "in the period when you're formulating the chart review" and, with respect to the later portion, "the complaint does go through 2018" and "[Anthem's] requests go to 2018 as well").

Moreover, there is no basis to limit testimony on this topic to trainings that happen to "reference" the following specific phrases Anthem has cherry-picked: "data submission requirements," "eligibility criteria," or "deletions." These phrases do not capture the scope of Anthem's legal obligations at issue in this case. For example, as Judge Carter noted in denying Anthem's motion to dismiss, "CMS's Part C regulations require [Medicare Advantage Organizations ("MAOs")] to '[a]dopt and implement an effective compliance program, which must include measures that prevent, detect, and correct fraud, waste and abuse.'" Dkt. No. 60, Opinion and Order, at 2 (citing 42 C.F.R. § 422.503(b)(4)(vi)). However, Anthem's limited proposed testimony would not cover any training regarding this requirement. The regulations also require MAOs, as a condition of payment, to the attest to the "accuracy, completeness, and truthfulness" of their risk adjustment submissions based on "best knowledge, information, and belief." 42 C.F.R. §422.504(l). Anthem's limited proposed testimony likewise would not cover training regarding this central requirement.

Anthem has provided no explanation as to why its testimony should be limited in this way. Anthem should be able to provide testimony concerning its own trainings that are relevant to the legal and regulatory obligations at issue in this case, and it has made no showing, nor can it, that providing such testimony would be unduly burdensome. Accordingly, Anthem's unilateral limitations to this topic should be rejected.

**Topics g and h – Anthem's Deletion of Specific Diagnosis Codes**

These topics, as modified and narrowed through the parties' discussions, concern Anthem's decisions as to whether to delete particular diagnosis codes referenced in three specific email chains. Anthem has only agreed to provide testimony as to whether Anthem deleted the diagnosis codes at issue, and has refused to provide any testimony concerning its reasons for deleting or not deleting the diagnosis codes or the medical records it reviewed in reaching that determination.

The Government alleges in this case that Anthem violated the False Claims Act by, among other things, failing to delete diagnosis codes revealed by its chart review to be unsupported. Anthem has asserted various defenses, including that, when its chart reviewers reviewed a beneficiary's medical records and did not find support for a diagnosis code Anthem had previously submitted for that beneficiary for that date of service, Anthem did not know whether the diagnosis code was actually unsupported because there could, theoretically, be other medical records for that beneficiary that did provide support for the diagnosis code but that Anthem did not have in its possession. *See, e.g.*, ECF No. 552 at 14. According to this logic, Anthem could not be obligated to delete a diagnosis code based on review of a single medical record unless it had absolute

certainty that there were no other medical records for the beneficiary, which Anthem was under no obligation to confirm. The Government is entitled to probe whether this defense is actually just a *post hoc* rationalization for Anthem's conduct. In the case of the three emails referenced in these topics, it appears that Anthem may have deleted diagnosis codes based on a single reviewer's review of a single set of medical records, without seeking additional medical records. If Anthem in fact did so, this would undercut the argument Anthem makes here that Anthem did not believe, during the relevant time period, it had an obligation to delete the diagnosis codes when the chart review program underwent the same exact exercise, but on a much larger scale. Testimony about Anthem's reasons for its deletion decisions and what records it reviewed is thus essential to the utility of these topics. Anthem should be required to provide such testimony to the extent possible based on a reasonable inquiry.[2]

**Topic i – Overpayments Policy**

This topic seeks testimony concerning Anthem's Risk Adjustment Overpayments policy. Anthem has again agreed to provide some testimony while attempting to significantly curtail the usefulness of that testimony to the Government.

Anthem's Risk Adjustment Overpayments policy provides that Anthem [redacted] Ex. E. Anthem has agreed to provide testimony concerning (i) its reason for creating the policy; (ii) its understanding of a particular phrase in the policy; and (iii) which employees received the policy or were trained on the policy, but only through March 1, 2017. Anthem has refused to provide testimony concerning subpart (iv), the process and methodology Anthem used to apply the policy.

For the reasons discussed above, *see supra* at 2-3, Anthem's attempt to arbitrarily cut off its testimony at March 1, 2017, is improper. Anthem should also be required to provide testimony concerning subpart (iv), which is necessary to understand how Anthem actually applied the policy in practice. As reflected in Exhibit B, the Government's original topic sought testimony concerning all instances in which a "potentially discrepant diagnoses and/or HCC" was reported pursuant to the policy, communications among compliance personnel pursuant to the policy, and all overpayments returned pursuant to the policy. Anthem objected on the ground that, *inter alia*, this subtopic assumes that Anthem could link particular actions taken by employees to the policy and it would require Anthem to undertake a burdensome analysis. Ex. C at 26. In light of Anthem's objections, the Government revised this subtopic to focus on the overall application of the policy rather than specific actions taken pursuant to it. Anthem should be required to provide testimony on this subtopic, as revised.

**Topic k – Anthem's Two-Way Look Process**

This topic concerns Anthem's process for comparing the results of its chart review program to claims submitted to Anthem by providers to identify diagnosis codes that were unsupported by the medical records, including certain subtopics. Anthem has agreed to provide testimony for a narrowed time period—to which the Government agreed—but refused to provide testimony on

[2] Anthem's offer to provide testimony concerning one example of Anthem's choosing where a diagnosis code was deleted in circumstances unrelated to the three emails the Government identified is not a meaningful attempt to respond to either the Government's original topic or its revised topic.

three of the Government's subtopics: (iii) the total number of employees or contractors involved in operating the process, and the monetary cost or other financial impact of implementing the process; (iv) what activities or operations the process entailed; and (v) whether Anthem developed a written policy or protocol concerning the process, and when, if ever, that policy or protocol was finalized.

As the Government has previously explained, starting in 2017 Anthem developed a process for doing precisely what the Government alleges it should have done sooner: comparing the results of its chart review program to the diagnosis codes previously submitted by providers to Anthem and by Anthem to CMS for the same beneficiaries and dates of service to identify those chart review did not substantiate. Anthem's process for performing this comparison is highly relevant to Anthem's purported defense that it was logistically infeasible to perform this very comparison at earlier points as well as to Anthem's scienter. The Court has recognized that this process is relevant to Anthem's feasibility argument. *See* ECF No. 516 at 5. The process is also relevant to Anthem's scienter, including because the relevant period alleged in the complaint extends into 2018 and Anthem submitted false attestations pertaining to the diagnosis codes at issue in this case in October 2018, *see supra* at 2—long after Anthem began implementing the new process.

The first subtopic on which Anthem refuses to provide testimony is directly relevant to Anthem's feasibility argument, as it seeks to probe how many personnel and what costs were actually involved in operating this supposedly burdensome process. Anthem's refusal to provide testimony on the next subtopic—what activities or operations the process entailed—is puzzling. It is unclear how Anthem could offer meaningful testimony about the process without describing the activities or operations it entailed. Finally, Anthem refuses to provide testimony about whether it ever developed a written policy or protocol concerning the process despite the fact that, at the July 2026 conference, the Court specifically indicated that the Government could obtain information about this issue at its 30(b)(6) deposition. July 7, 2026, Tr. 85:10-86:2. If Anthem never finalized a written policy or protocol laying out the steps of its process, the testimony on this subtopic would so reflect.

**Topic 1 – Financial Analyses of the Impact of Deleting Unsupported Diagnosis Codes**

This topic concerns analysis of the potential financial impact of submitting deletions based on diagnosis codes that had been submitted to CMS but were not identified by the chart review program and any adjustments to Anthem's revenue forecast based on such potential financial impact. Such testimony is highly relevant because, as one Anthem executive put it, [redacted]. Ex. F. Financial analyses of the impact of deleting diagnosis codes that were not substantiated by chart review show (i) that Anthem was capable of comparing the results of its chart review program to provider-generated diagnosis codes Anthem previously submitted to CMS, revealing the scope of potential overpayments by CMS; and (ii) how Anthem projected deleting such diagnosis codes would impact its revenue.

Anthem has, inexplicably, only agreed to provide testimony concerning analyses performed in 2017, as opposed to the period actually sought by the Government (2009-2018). Anthem seeks to further limit this topic by specifying that it will only provide testimony about such analysis performed in 2017 if it pertains to 2012-2015 dates of service. Anthem has no basis for attempting to limit its testimony in this way. During the parties' meet-and-confer discussions,

Anthem did not explain its attempt to limit this topic to a single year other than by pointing to the fact that there are documents reflecting such analysis from 2017. As the Government explained, however, there are also documents reflecting that such analysis was performed in 2018. *See, e.g.*, Ex. G [redacted]. As discussed above, the relevant period extends to 2018. Further, Anthem's analysis for dates of service other than those for which the Government seeks damages in this case is still relevant to Anthem's knowledge and intent and its feasibility arguments. It also appears, based on documents described in Anthem's privilege log, that such analysis was performed prior to 2017. In any event, if it were true that no responsive analysis was performed in any year other than 2017 there would be no reason for Anthem to preemptively limit its testimony to that one year. The purpose of this topic is for the Government to understand the full set of analyses that Anthem conducted on this highly relevant topic. Anthem should not be permitted to arbitrarily limit the topic to avoid providing relevant testimony.

**Topic o – Comment Grid**

This topic concerns the identity of the person who authored a particular comment in a spreadsheet collecting comments on certain regulations proposed by CMS and any actions taken by Anthem in response. Anthem has agreed to provide testimony only concerning the identity of the person who authored the quoted language but not concerning any actions taken in response to the comment. The Government believes that Anthem's response to one of the Government's interrogatories will likely obviate the need for testimony on the latter subtopic. However, while Anthem served responses and objections to the interrogatories on the Government on August 21, 2026, as the parties had agreed, Anthem's answers to the interrogatories were not signed under oath by Anthem corporate representatives, as required by Federal Rule of Civil Procedure 33. If Anthem provides a signed and sworn answer to the relevant interrogatory, and the substance of the answer is not changed, the Government will withdraw the portion of the topic concerning which Anthem has refused to provide testimony and there will be no dispute on this topic.

**Topic p – Two-Way Chart Review Programs Conducted by Anthem Plans or Subsidiaries**

This topic concerns chart review programs conducted by Anthem plans or subsidiaries where—unlike the corporate chart review program at issue in this case—the chart review resulted in both additions and deletions of diagnosis codes. Anthem documents reflect that [redacted] *See* Ex. H. Anthem's awareness of such programs operated by its own subsidiaries is clearly relevant to both Anthem's knowledge of its obligations in the context of chart review and the feasibility of deleting diagnosis codes based on chart review. Indeed, such programs undercut Anthem's claim that it was not feasible to conduct chart review in this manner, and that Anthem had no reason to believe it was obligated to do so. Anthem has nonetheless refused to provide any testimony on this topic. Anthem has claimed that chart review programs by Anthem subsidiaries are not relevant because the "size and scale" of Anthem's corporate retrospective chart review program is larger than programs conducted by its subsidiaries. But that is irrelevant to whether the existence of the subsidiary's compliant chart review program put Anthem on notice of its own obligation to delete codes in connection with its chart review program. Further, that chart review programs conducted by Anthem subsidiaries may not have been identical in scale to Anthem's corporate chart review program does not render those other programs irrelevant. This is particularly so because Anthem was not required to conduct any corporate chart review program and itself decided how many

charts to review as part of that program. Anthem has provided no valid basis for refusing to provide testimony on this highly relevant topic and should be required to do so.

**Topic q – Medicare Risk Adjustment Policy Committee**

As noticed, this topic sought testimony concerning the membership of Anthem's Medicare Risk Adjustment Policy Committee ("MRAPC"), the function of that committee, and any decisions or guidance from the committee relating to the deletion of diagnosis codes. In the course of the parties' meet and confer discussions, the Government withdrew the first two subtopics and revised the third to focus on the processes, policies, or protocols the MRAPC approved or discussed concerning the deletion of diagnosis codes, and instances in which the committee discussed the deletion of particular sets of diagnosis codes. Anthem refuses to provide testimony even on that narrowed topic.

The MRAPC is Anthem's own policy-setting body. Its decisions concerning deletions bear directly on Anthem's knowledge and intent. The Government alleges that Anthem knew it was obligated to delete diagnosis codes its chart review did not substantiate and chose not to. Compl. ¶¶ 5, 7. Whether the MRAPC approved any process for deleting unsupported codes, and what it decided when it discussed deleting particular sets of codes, is central to that allegation.

None of Anthem's stated objections justifies its refusal to testify about the committee's processes, policies, or protocols concerning deletions. The revised topic describes the testimony sought with reasonable particularity. It is confined to a single committee and a narrow subject, and the Government identified three documents from Anthem's production illustrating the discussions at issue. Anthem suggested that the Government must go further and identify particular policies and deletion decisions and Anthem might then be willing to provide testimony only about those particular policies or decisions. The Government then identified specific relevant documents as examples, but Anthem has still refused to provide any testimony on this topic. At any rate, Anthem's testimony should not be limited to specific documents the Government is able to identify from Anthem's productions. Anthem has never explained what burden it would face in preparing a witness to testify about the work of its own committee on a discrete subject. And Anthem has stated that the MRAPC did not exist before 2015, so the universe of committee deliberations at issue is relatively small by Anthem's own account. Anthem should be required to provide testimony on this topic.

**Topic r – Claims Validation**

This topic concerns instances in which Anthem performed claims validation or an Anthem employee recommended performing claims validation. Anthem does not dispute that it performed claims validation, which involves verifying that medical diagnoses are supported by the patient's medical record, in various contexts other than its chart review program (where it instead turned a blind eye to diagnoses that its review of charts did not substantiate). Anthem's decision to confirm the accuracy of diagnosis codes in other contexts, and to delete or otherwise take action when such diagnosis codes were not supported, is relevant to Anthem's knowledge and intent with respect to the chart review program, as well as to the feasibility of performing such review.

The parties have reached an agreement on the scope of the testimony Anthem will provide on this topic except with respect to the timeframe covered. The Government seeks testimony for the period from June 1, 2009, through December 31, 2018, while Anthem attempts to unilaterally limit its testimony to June 1, 2013, through March 1, 2017. As explained above, Anthem's time

period does not even cover the full period for which the Government seeks damages and penalties for false claims and statements. *See supra* at 2-3. Anthem has never explained why it should be entitled to refuse to provide testimony (or other discovery) past February 2017 when the Government alleges that it failed to delete unsupported diagnosis codes and submitted attestations the Government asserts are false through 2018. Further, while Anthem has stated that it began chart review for 2012 dates of service (the beginning of the range for which the Government alleges False Claims Act liability in its complaint) in June 2013, claims validation Anthem conducted or discussed conducting before then is still relevant to feasibility and Anthem's knowledge and intent. The Court has previously rejected Anthem's attempts to unilaterally limit its discovery responses in this way. *See, e.g.*, Tr. of Oct. 29, 2024, Conf. at 11:5-16, 13:13-16, 27:5-9.

**Topics s and t – Financial Targets and Performance Evaluations**

Topic s concerns productivity goals, quotas, or performance metrics applicable to Anthem employees involved in the development or implementation of the chart review program. Topic t concerns financial goals, quotas, or performance metrics applicable to the program itself. Anthem refuses to provide any testimony in response to either topic. Testimony on these topics is important because Anthem's documents alone do not show how these financial goals, performance metrics and compensation programs operated in practice. For example, the compensation plans state their terms in general form. They do not show which categories of employees involved with the chart review program were subject to them or how Anthem applied them—for example, how performance against revenue targets was evaluated, and what that evaluation meant for an employee's compensation. Only an Anthem witness can answer those questions. Nor has Anthem explained what burden it would face in preparing a witness, and it is difficult to see one: these topics relate to a single program, the employees who worked on that program, and compensation plans Anthem has already produced. Anthem should be required to provide testimony on these topics.

Further, this testimony is relevant to Anthem's scienter. As discussed above, [redacted]. *See* Ex. F. Anthem's revenue targets for the program and how Anthem tracked its performance against those targets and compensated employees based on whether Anthem met them bear directly on why Anthem operated a program that added diagnosis codes but never deleted them. That is especially so for the employees responsible for ensuring that the program complied with CMS requirements. If the employees charged with compliance were themselves paid based on the revenue the program generated (and not based on ensuring the accuracy of diagnosis data), they had a financial incentive to avoid recommending processes that would result in the deletion of diagnosis codes.

Anthem has never explained in detail what it finds objectionable about these topics. Anthem told the Government that if the Government identified specific performance reviews or compensation policies that have been produced, Anthem would consider providing testimony about those materials. As reflected in Exhibit B, the Government then did exactly that, replacing both topics with narrowed ones anchored to four named Anthem compensation plans and to documents from Anthem's own production reflecting the financial targets at issue. Anthem refused to agree to the narrowed topics, without identifying anything that remained deficient and without proposing an alternative.

We thank the Court for its consideration of this submission.

Respectfully submitted,

JAMES M. MCDONALD
United States Attorney

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cc: Counsel of record (via ECF)

# Exhibit A

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**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

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|---|---|
| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>v.<br><br>ANTHEM, INC.,<br><br>Defendant. | Case No. 20 Civ. 2593 (ALC) (KHP)<br><br>**NOTICE OF DEPOSITION UNDER FED. R. CIV. P. 30(B)(6)** |

PLEASE TAKE NOTICE that, under Rule 30(b)(6) of the Federal Rules of Civil Procedure, plaintiff the United States of America ("Plaintiff" or the "United States"), by its attorney, Jay Clayton, the United States Attorney for the Southern District of New York, will take the deposition upon oral examination of defendant Anthem, Inc., on May 4, 2026, at 9:00 AM, at the United States Attorney's Office for the Southern District of New York, 86 Chambers

Street, Third Floor, New York, NY, concerning the subjects described below. The deposition will be stenographically recorded and/or videotaped.

PLEASE TAKE FURTHER NOTICE that, under Rule 30(b)(6), Anthem, Inc. has a duty to designate one or more of its officers, directors or agents to testify with regard to the subjects set forth below. *See* Fed. R. Civ. P. 30(b)(6). In the event that more than one representative is designated to testify on behalf of Anthem, Inc. with regard to these subjects, Anthem, Inc. is requested to provide the undersigned counsel with the names of the deponents designated and the subjects on which each will testify in writing at least one week prior to the date of the deposition.

PLEASE TAKE FURTHER NOTICE that the following definitions shall apply to this Notice.

**DEFINITIONS**

A. The definitions and rules of construction set forth in Local Civil Rule 26.3 of the Local Rules of the United States District Court for the Southern District of New York are incorporated by reference herein.

B. The definitions set forth herein should be construed in light of Local Civil Rule 26.4(b) of the Local Rules of the United States District Court for the Southern District of New York.

C. "Defendant" or "Anthem" means Elevance Health, Inc., any past or present corporate parent, subsidiary, or affiliate of Anthem, Inc., and any past or present officer, employee, agent, representative, or person acting or purporting to act on behalf of Anthem, Inc. or any of its corporate parents, subsidiaries, or affiliates, including, but not limited to, its past and present Medicare Advantage Organizations.

D. "Amended Complaint" mean the first amended complaint filed by Plaintiff on July 2, 2020, in the above-captioned case.

E. "Anthem's Chart Review Program" or "Chart Review Program" mean Anthem's or its Vendors' process of reviewing Charts and identifying or summarizing Diagnosis Codes for the purpose of making risk adjustment submissions, as described in the Amended Complaint.

F. "Additions" means Diagnosis Codes that were submitted by Anthem to RAPS and/or EDS as a result of or part of any of its risk adjustment programs, including Anthem's Chart Review Program.

G. "Charts" means providers' patient medical records.

H. "Chart Reviews" means the review of Charts to identify Diagnosis Codes for a beneficiary.

I. "CMS" means the Centers for Medicare and Medicaid Services.

J. "Deletion" means a Diagnosis Code submitted to RAPS and/or EDS but subsequently retracted or withdrawn by Anthem from RAPS and/or EDS for any reason and Delete means to submit a Deletion.

K. "Diagnosis Code" means an individual instance of ICD-9 or ICD-10 diagnosis code associated with a specific beneficiary.

L. "EDS" means the Claim or Encounter Data System (also known as the Claim or Encounter Data Processing System or "EDPS") used by Medicare Advantage Organizations ("MAOs") to submit claim or encounter data to CMS.

M. "Employee" means any person providing any work or services, whether paid directly, paid indirectly, or unpaid, including but not limited to full-time employees, part-time employees, independent contractors, trainees, day laborers, apprentices, and interns.

N. "RAPS" stands for the Risk Adjustment Processing System, which is a system used by MAOs and/or Medicare Advantage Plans to submit risk adjustment data to CMS.

O. "Relevant Attestations" means risk adjustment certification reports for the Anthem Medicare Advantage plans listed in Exhibit 1 to the Amended Complaint, which have been Bates numbered US_000036012 to US_000036110.

P. "Relevant Period" means the period from June 1, 2009, to December 31, 2018.

Q. "Vendor" means a third-party person, consultant, contractor, entity or organization external to Anthem, including, but not limited to, persons, consultants, contractors, entities, and organizations that reviewed Charts, performed the coding of Charts, or provided services in connection with medical record reviews, including Chart Reviews, for any or all of Anthem's Risk Adjustment Programs.

R. "Verscend" means MediConnect Global, Inc., Verisk Health, Inc., Verscend Technologies, Inc., Cotiviti, Inc., and any other names that Vendor may have used.

S. "Relating to" means referring to, relating to, reflecting, describing, evidencing, or constituting.

T. "Including" means "including but not limited to."

U. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form as well, and vice versa.

V. The words "or" and "and" are inclusive, referring to any one or more of the disjoined words or phrases, and "any" and "all" also include "each" and "every."

W. The word "any," when used in reference to a particular set of individuals or entities, refers, inclusively, to any one of such individuals or entities, any subset of such individuals or entities, or all such individuals or entities.

## SUBJECTS OF EXAMINATION

The subjects of this deposition under Rule 30(b)(6) will be the following:

a. Anthem's design and implementation of Anthem's Chart Review Program prior to the Relevant Period, specifically:
   i. the roles and responsibilities of the individuals who initially decided to design or implement the Chart Review Program, or similar program involving Chart Reviews;
   ii. the roles and responsibilities of the individuals who designed the Chart Review Program;
   iii. the roles and responsibilities of the individuals who approved the design and implementation of the Chart Review Program;
   iv. the roles and responsibilities of the individuals who were consulted about how to design the Chart Review Program and whether to implement it;
   v. the roles and responsibilities of the individuals who retained Risk Adjustment Management (RAM) or any other Vendors used in connection with Anthem's Chart Review Program;
   vi. all reasons why Anthem created the Chart Review Program; and
   vii. all non-privileged requests for advice by Anthem employees and any corresponding advice received by Anthem employees—if any—regarding whether the Chart Review Program: (1) complied with CMS requirements, rules, or regulations; (2) violated any contractual terms of Anthem's contracts with CMS; or (3) might cause Anthem to submit false attestations to CMS.

b. Anthem's design and implementation of Anthem's Chart Review Program during the Relevant Period, specifically:
   i. the roles and responsibilities of the individuals who initially decided to design or implement the Chart Review Program;
   ii. the roles and responsibilities of the individuals who designed the Chart Review Program;
   iii. the roles and responsibilities of the individuals who approved the design or implementation of the Chart Review Program;
   iv. the roles and responsibilities of the individuals who were consulted about how to design the Chart Review Program and whether to implement it;
   v. the roles and responsibilities of the individuals who retained Verscend or any other Vendors used in connection with the Chart Review Program;
   vi. all reasons why Anthem continued to operate the Chart Review Program after its implementation; and
   vii. all non-privileged requests for advice by Anthem employees and any corresponding advice received by Anthem employees—if any—regarding whether the program: (1) complied with CMS requirements, rules, or regulations; (2) violated any contractual terms of Anthem's contracts with CMS; or (3) might cause Anthem to submit false attestations to CMS.

c. Any training provided to employees involved in the design, implementation, or operation of Anthem's Chart Review Program concerning Anthem's obligations with respect to Diagnosis Codes it submitted to CMS, including the obligation to delete any Diagnosis Codes as unsupported by Charts.

d. All measures or steps taken by Anthem to confirm the accuracy of the Relevant Attestations prior to submitting the Relevant Attestations to CMS.

e. Anthem's understanding—and all bases for such understanding—of the meaning of the following phrases or terms during each of the following years: 2014, 2015, 2016, 2017, and 2018.

   i. "accurate, complete, and truthful," as set forth in the Relevant Attestations;

   ii. "all relevant national standards," as set forth in 42 C.F.R.§ 422.310(d)(1);

   iii. "risk adjustment data that are substantiated by the physician or provider's full medical record," as set forth in MMC Manual Chap. 7, § 111.8 (Aug. 2004);

   iv. "[a]ll diagnosis codes submitted [are] documented in the medical record," as set forth in MMC Manual Chap. 7, § 40 (June 2013);

   v. if "upon conducting an internal review of submitted diagnosis codes," they "determine[] that any ICD[] diagnosis codes that have been submitted do not meet risk adjustment submission requirements," they are "responsible for deleting the submitted ICD[] diagnosis codes as soon as possible," as set forth in MMC Manual, Chap. 7 § 40 (June 2013).

   vi. "in compliance with the requirements of [] applicable Federal statutes, regulations, and policies," as set forth in the Part C annual agreement between Anthem and CMS.

   vii. "research and correct risk adjustment data discrepancies," as set forth in EDI Agreements between CMS and Anthem.

f. Anthem's policies, procedures, and practices during the Relevant Period relating to any efforts to comply with the phrases and terms set forth in Topic (e) set forth above, including how the policies, procedures, and practices were formulated, implemented, enforced, reviewed, and modified; the employee(s) involved in formulating, implementing, enforcing, reviewing, and modifying the policies, procedures, and practices, and their respective roles; how and where the policies, procedures, and practices were memorialized; and the training of Anthem employees on the policies, procedures, and practices.

g. Whether Anthem Deleted or chose not to submit any of the Diagnosis Codes identified in the documents set forth below, the identity of the individual who

authorized the Deletion or decision not to submit the Diagnosis Codes on behalf of Anthem, and all facts relied upon by Anthem in reaching the decision to Delete or not submit the Diagnosis Code:

i. Email from Savita Iyer to Cammie Welch dated February 12, 2013, subject: "Confirm if diagnoses in chart," Government Exhibit 2129.

ii. Email from Brian Matthew Cogdill to Lena Yu, dated November 28, 2011, Bates stamped ANTHEM_SDNY_00170752.

iii. Email from Tonya Ries to Michelle Chatham, dated January 19, 2016, Bates stamped Government Exhibit 2020.

iv. Email from Brian Matthew Cogdill to Patricia Cabrera and Tonya Ries, dated October 11, 2013, Bates stamped ANTHEM_SDNY_00078792.

h. Whether Anthem Deleted any Diagnosis Codes during the Relevant Time Period after a single medical record reviewer conducted a review of medical records, did not find sufficient support for a Diagnosis Code in the medical record, and Anthem did not request or collect additional medical records from the relevant provider or other source prior to the Deletion of the Diagnosis Code, including: the identity of the individual who authorized the Deletion on behalf of Anthem, and all facts relied upon by Anthem in reaching the Deletion decision.

i. The policy entitled Risk Adjustment Overpayments, policy number RA107, *see* Government Exhibit 2003, including:

i. The creation of the policy, including all reasons for the creation of the policy;

ii. The meaning of the term "potentially discrepant diagnoses";

iii. The distribution of the policy to Anthem employees, and all trainings (if any) provided to Anthem employees regarding the policy; and

iv. All instances in which a "potentially discrepant diagnoses and/or HCC" was reported to MRR Compliance (as used in the policy) pursuant to the policy; all communications between MRR Compliance and Medicare Compliance (as used in the policy) pursuant to the policy; and all overpayments returned to CMS pursuant to the policy.

j. Anthem's decision to begin comparing the results of its Chart Review Program to claims submitted to Anthem by providers to identify Diagnosis Codes that were potentially unsupported by the medical records and Anthem's analysis and decision-making about whether to Delete the codes identified.

k. Anthem's process for comparing the results of its Chart Review Program to claims submitted to Anthem by providers to identify Diagnosis Codes that were potentially unsupported by the medical records, including:

   i. When Anthem first considered developing such a process;
   ii. When Anthem first attempted to develop such a process;
   iii. Who was involved in developing the process;
   iv. The total number of employees or contractors involved in operating such a process, and the monetary cost or other financial impact of implementing such a process; and
   v. What activities or operations the process entailed or entails.

l. All analyses of the potential financial impact of submitting Deletions based on Diagnosis Codes that had been submitted to CMS but were not identified by the Chart Review Program, and any adjustments to Anthem's revenue forecasts based on the financial impact of submitting such Deletion.

m. The "Medicare Advantage (MA) Risk Score Maximization Consulting Review," *see* Government Exhibit 2058, including:

   i. The purpose of the review;
   ii. The results of the review; and
   iii. All actions taken by Anthem as a result of the review, including all actions taken by Anthem in response to the "potential risks" identified by the review.

n. MMC 20/20's audit of Anthem's Chart Review Program, including:

   i. The purpose of the audit;
   ii. Who retained MMC to perform the audit;
   iii. the identity and role of anyone at Anthem involved in the audit;
   iv. The results of the audit; and
   v. Any actions Anthem took as a result of the audit.

o. The identity of the person that authored the following sentence in a "comment grid," ANTHEM_SDNY_R_00125408, and all actions taken by Anthem in response to the following sentence:

   i. "I actually believe we should be . . . if we review the chart that ties to a date of service for which we have submitted a code (from a claim) that is not supported. Not just add new codes."

p. Chart Review programs conducted by Simply Healthcare Plans or any other Anthem plans or subsidiaries where the Chart Review resulted in both Additions and Deletions of Diagnosis Codes.

q. Complete membership and function of the committee known as the Medicare Risk Adjustment Policy Committee (MRAPC) and any decisions or guidance from that committee relating to Deletion of Diagnosis Codes.

r. All instances in which Anthem performed claims validation or an Anthem employee recommended performing claims validation including:

   i. The identity of the employee that recommended performing claims validation (if applicable);
   ii. Why Anthem did not perform claims validation (if applicable)
   iii. Why Anthem performed claims validation (if applicable);
   iv. How Anthem performed claims validation (if applicable);
   v. Who was involved in the decision to perform claims validation and how it was performed (if applicable).

s. All productivity goals, quotas, or performance metrics applicable to any Anthem employees that had any involvement in the development or implementation of the Chart Review Program, including any Anthem employees that had any roles or responsibilities relating to the Chart Review Program's compliance with CMS requirements, including how such goals, quotas, or performance metrics were formulated, implemented, enforced, and modified; the employee(s) involved in formulating, implementing, enforcing, and modifying the goals, quotas, or performance metrics, and their respective roles; and how and where the goals, quotas, or performance metrics were memorialized.

t. All financial goals, quotas, or performance metrics applicable to the Chart Review Program (including all instances where the goal, quota, or metric was put in place in order to fill a "gap," "shortcoming," or any other loss in revenue from another program or otherwise), including how such goals, quotas, or performance metrics were formulated, implemented, enforced, and modified; the employee(s) involved in formulating, implementing, enforcing, and modifying the goals, quotas, or performance metrics, and their respective roles; and how and where the goals, quotas, or performance metrics were memorialized.

Dated: New York, New York
January 21, 2026

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

By: */s/ Rachael Doud*
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# Exhibit B

## Government's 30(b)(6) Topics

| Topic | Initial Topic | Government's Topic as Revised | Scope of Testimony Anthem Has Agreed to Provide |
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| c | (For the period from June 1, 2009, to December 31, 2018:) Any training provided to employees involved in the design, implementation, or operation of Anthem's Chart Review Program concerning Anthem's obligations with respect to Diagnosis Codes it submitted to CMS, including the obligation to delete any Diagnosis Codes as unsupported by Charts. | For the period from June 1, 2009, to December 31, 2018: Any formal training provided to employees involved in the design, implementation, or operation of Anthem's Chart Review Program concerning Anthem's legal and regulatory obligations with respect to Diagnosis Codes it submitted to CMS in connection with Medicare Part C, including the obligation to delete any Diagnosis Codes as unsupported by Charts. | Formal trainings [Anthem] provided to Anthem Employees within Anthem's Medicare Revenue & Reconciliation business unit, or those supervising that business unit, from June 1, 2013 to March 1, 2017 that reference "data submission requirements," "eligibility criteria," or "deletions." |
| g | Whether Anthem Deleted or chose not to submit any of the Diagnosis Codes identified in the documents set forth below, the identity of the individual who authorized the Deletion or decision not to submit the Diagnosis Codes on behalf of Anthem, and all facts relied upon by Anthem in reaching the decision to Delete or not submit the Diagnosis Code:<br>(i) Email from Savita Iyer to Cammie Welch dated February 12, 2013, subject: "Confirm if | Whether Anthem Deleted or Chose not to Submit any of the Diagnosis Codes identified in [three of the specified emails], the identity of the individual who authorized the Deletion or decision not to submit the Diagnosis Codes on behalf of Anthem, and Anthem's reasons for Deleting or choosing not to submit the Diagnosis Code and the scope and nature of the medical records reviewed (if any). | Whether Anthem Deleted or decided not to submit to CMS the [diagnosis codes identified in the three emails]. |

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| | diagnoses in chart," Government Exhibit 2129.<br>(ii) Email from Brian Matthew Cogdill to Lena Yu, dated November 28, 2011, Bates stamped ANTHEM_SDNY_00170 752<br>(iii) Email from Tonya Ries to Michelle Chatham, dated January 19, 2016, Bates stamped Government Exhibit 2020.<br>(iv) Email from Brian Matthew Cogdill to Patricia Cabrera and Tonya Ries, dated October 11, 2013, Bates stamped ANTHEM_SDNY_00078 792 | | |
| h | Whether Anthem Deleted any Diagnosis Codes during the Relevant Time Period after a single medical record reviewer conducted a review of medical records, did not find sufficient support for a Diagnosis Code in the medical record, and Anthem did not request or collect additional medical records from the relevant provider or other source prior to the Deletion of the Diagnosis Code, including: | Whether, if Anthem Deleted any of the Diagnosis Codes identified in the three emails referenced in Topic g, Anthem did so:<br>(i) after a single medical record reviewer conducted a review of medical records and did not find sufficient support for the Diagnosis Code in the medical record;<br>(ii) without Anthem requesting or collecting additional medical records from the relevant | An example from June 1, 2013 to March 1, 2017 where Anthem Deleted a Diagnosis Code from a Verscend extract as part of Anthem's Chart Review Program after an Anthem Employee within Anthem's Medicare Revenue & Reconciliation business unit reviewed the Diagnosis Code on the extract, did not find support in the medical record for that Diagnosis |

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| | the identity of the individual who authorized the Deletion on behalf of Anthem, and all facts relied upon by Anthem in reaching the Deletion decision. | provider or other source prior to the Deletion of the Diagnosis Code, and all facts relied upon by Anthem in reaching the Deletion decision. | Code, and did not request or collect additional medical records related to that Diagnosis Code. |
| i | (For the period from June 1, 2009, to December 31, 2018:) The policy entitled Risk Adjustment Overpayments, policy number RA107, *see* Government Exhibit 2003, including:<br>(i) The creation of the policy, including all reasons for the creation of the policy;<br>(ii) The meaning of the term "potentially discrepant diagnoses";<br>(iii) The distribution of the policy to Anthem employees, and all trainings (if any) provided to Anthem employees regarding the policy; and<br>(iv) All instances in which a "potentially discrepant diagnoses and/or HCC" was reported to MRR Compliance (as used in the policy) pursuant to the policy; all communications between | For the period from when the policy was created (in December 2015) through 2018: The policy entitled Risk Adjustment Overpayments, policy number RA107, *see* Government Exhibit 2003, including:<br>(i) the general reason for creating the policy;<br>(ii) Anthem's understanding of the phrase "potentially discrepant diagnoses" as used in the policy;<br>(iii) the Anthem Employees who received or may have received the policy and whether Anthem provided formal training regarding the policy; and<br>(iv) the process and methodology Anthem used to apply the policy. | Subtopics (i)-(iii), only for the period up to March 1, 2017 |

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| | MRR Compliance and Medicare Compliance (as used in the policy) pursuant to the policy; and all overpayments returned to CMS pursuant to the policy. | | |
| k | (For the period from June 1, 2009, to December 31, 2018:) Anthem's process for comparing the results of its Chart Review Program to claims submitted to Anthem by providers to identify Diagnosis Codes that were potentially unsupported by the medical records, including:<br>(i) When Anthem first considered developing such a process;<br>(ii) When Anthem first attempted to develop such a process;<br>(iii) Who was involved in developing the process;<br>(iv) The total number of employees or contractors involved in operating such a process, and the monetary cost or other financial impact of implementing such a process; and | For the period from August 1, 2017 (when Anthem represents it first operationalized its process) through September 14, 2018: Anthem's process for comparing the results of its Chart Review Program to claims submitted to Anthem by providers to identify Diagnosis Codes that were potentially unsupported by the medical records, including:<br>(i) When Anthem first decided to implement that process;<br>(ii) Who was involved in developing the process;<br>(iii) The total number of employees or contractors involved in operating that process, and the monetary cost or other financial impact of implementing the process;<br>(iv) What activities or operations the process entailed or entails; and<br>(v) Whether Anthem developed a written policy or protocol concerning the process, and | The general process Anthem used from August 1, 2017 through September 14, 2018 to compare Diagnosis Codes coded in the normal course of Anthem's Chart Review Program to (i) the Diagnosis Codes already submitted by Anthem to CMS for the same member, provider and date of service and/or (ii) the Diagnosis Codes submitted to Anthem by providers for the same member, provider, and date of service, to isolate Diagnosis Codes that had already been submitted by Anthem to CMS and/or submitted to Anthem by providers that were not coded through Anthem's Chart Review Program, including:<br>(i) When Anthem first decided to implement that process; and |

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| | (v) What activities or operations the process entailed or entails. | when, if ever, that policy or protocol was finalized. | (ii) The primary people involved in developing that process. |
| l | (For the period from June 1, 2009 through December 31, 2018:) All analyses of the potential financial impact of submitting Deletions based on Diagnosis Codes that had been submitted to CMS but were not identified by the Chart Review Program, and any adjustments to Anthem's revenue forecasts based on the financial impact of submitting such Deletion. | For the period from June 1, 2009 through December 31, 2018: All analyses of the potential financial impact of submitting Deletions based on Diagnosis Codes that had been submitted to CMS but were not identified by the Chart Review Program, and any adjustments to Anthem's revenue forecasts based on the financial impact of submitting such Deletion. | Non-privileged analyses performed between January 1, 2017 and December 31, 2017, if any, Concerning the potential financial impact of comparing Diagnosis Codes coded in the normal course of Anthem's Chart Review Program for dates of service 2012 to 2015 to (i) the Diagnosis Codes already submitted by Anthem to CMS for the same member, provider and date of service and/or (ii) the Diagnosis Codes submitted to Anthem by providers for the same member, provider, and date of service, to isolate Diagnosis Codes that had already been submitted by Anthem to CMS and/or submitted to Anthem by providers that were not coded through Anthem's Chart Review Program. |
| o | The identity of the person that authored the following sentence in a "comment grid," ANTHEM_SDNY_R_00125408 and all actions taken by Anthem | The identity of the person that authored the following sentence in a "comment grid," ANTHEM_SDNY_R_00125408, and all actions taken by Anthem in | The identity of the person who authored the quoted sentence in Topic (o) |

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| | in response to the following sentence:<br>(i) "I actually believe we should be . . . if we review the chart that ties to a date of service for which we have submitted a code (from a claim) that is not supported. Not just add new codes." | response to the following sentence:<br>(i) "I actually believe we should be . . . if we review the chart that ties to a date of service for which we have submitted a code (from a claim) that is not supported. Not just add new codes." | |
| p | Chart Review programs conducted by Simply Healthcare Plans or any other Anthem plans or subsidiaries where the Chart Review resulted in both Additions and Deletions of Diagnosis Codes. | Chart Review programs conducted by Simply Healthcare Plans or any other Anthem plans or subsidiaries where the Chart Review resulted in both Additions and Deletions of Diagnosis Codes. | None |
| q | Complete membership and function of the committee known as the Medicare Risk Adjustment Policy Committee (MRAPC) and any decisions or guidance from that committee relating to Deletion of Diagnosis Codes. | Any processes, policies, or protocols the committee known as the Medicare Risk Adjustment Policy Committee (MRAPC) approved or discussed concerning the deletion of diagnosis codes or instances in which the committee discussed the deletion of particular sets of diagnosis codes, for example, but not limited to, as reflected in ANTHEM_SDNY_00207981 at -84, ANTHEM_SDNY_00208049 at -54, and ANTHEM_SDNY_00206376 at -85. | None |

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| r | (For the period from June 1, 2009 through December 31, 2018:) All instances in which Anthem performed claims validation or an Anthem employee recommended performing claims validation including:<br>(i) The identity of the employee that recommended performing claims validation (if applicable);<br>(ii) Why Anthem did not perform claims validation (if applicable);<br>(iii) Why Anthem performed claims validation (if applicable);<br>(iv) How Anthem performed claims validation (if applicable);<br>(v) Who was involved in the decision to perform claims validation and how it was performed (if applicable). | For the period from June 1, 2009 through December 31, 2018, the categories of claims validation in which Anthem engaged including (to the extent the information is non-privileged):<br>(i) the business unit that recommended performing claims validation (if applicable);<br>(ii) why Anthem performed claims validation (if applicable);<br>(iii) a general description of how Anthem performed claims validation (if applicable); and<br>(iv) who was involved in the decision to perform that claims validation process (if applicable). | Only for the period from June 1, 2013 through March 1, 2017 |
| t | All financial goals, quotas, or performance metrics applicable to the Chart Review Program (including all instances where the goal, quota, or metric was put in place in order to fill a | Financial or revenue targets or goals applicable to the Chart Review Program, either alone or together with other risk adjustment programs, including how they were formulated, the employee(s) involved in their | None |

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| | "gap," "shortcoming," or any other loss in revenue from another program or otherwise), including how such goals, quotas, or performance metrics were formulated, implemented, enforced, and modified; the employee(s) involved in formulating, implementing, enforcing, and modifying the goals, quotas, or performance metrics, and their respective roles; and how and where the goals, quotas, or performance metrics were memorialized. | formulation, how performance against those targets or goals was tracked and reported, and how and where they were memorialized. This includes, for example but without limitation, the revenue enhancement and financial goals of the type referenced in ANTHEM_SDNY_00190166, ANTHEM_SDNY_00119210, ANTHEM_SDNY_00094536, and ANTHEM_DOJ_00026743. | |
| s | All productivity goals, quotas, or performance metrics applicable to any Anthem employees that had any involvement in the development or implementation of the Chart Review Program, including any Anthem employees that had any roles or responsibilities relating to the Chart Review Program's compliance with CMS requirements, including how such goals, quotas, or performance metrics were formulated, implemented, enforced, and modified; the employee(s) involved in | How such financial or revenue targets or goals were used to evaluate the performance of employees involved in the development, implementation, or operation of the Chart Review Program (including Anthem employees with roles or responsibilities relating to the Chart Review Program's compliance with CMS requirements), including:<br>(i) which employees' performance evaluations such targets or goals applied to;<br>(ii) how their performance with respect to those targets or goals was evaluated;<br>(iii) how, if at all, their performance with respect to | None |

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| | formulating, implementing, enforcing, and modifying the goals, quotas, or performance metrics, and their respective roles; and how and where the goals, quotas, or performance metrics were memorialized. | those targets or goals affected their compensation; and<br>(iv) whether any of those employees was subject to any goal, target, or performance metric relating to the accuracy of the Diagnosis Codes Anthem submitted to CMS, and if so, how, if at all, any such goal, target, or metric affected the employee's compensation.<br>This includes which employees were eligible for Anthem's Annual Incentive Plan, Incentive Compensation Plan, Long-Term Incentive Plan, or Long-Term Stock Incentive Plan, as reflected in ANTHEM_SDNY_00249484 – ANTHEM_SDNY_00249661, and how meeting financial or revenue targets or goals or accuracy-related metrics or goals affected their compensation under those plans. | |

# Exhibit C

**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

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| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>v.<br><br>ANTHEM, INC.,<br><br>Defendant. | Case No. 1:20-cv-02593-ALC-KHP<br><br>**ANTHEM INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFF UNITED STATES OF AMERICA'S RULE 30(B)(6) NOTICE** |

Pursuant to Rules 30 and 32 of the Federal Rules of Civil Procedure, Defendant Anthem, Inc. ("Anthem" or "Defendant"), by and through its undersigned attorneys, hereby provides these Responses and Objections ("Responses") to Plaintiff United States of America's ("Plaintiff") Notice of Deposition of Anthem under Fed. R. Civ. P. 30(b)(6) (the "Notice").

## PRELIMINARY STATEMENT

Anthem's Responses and Objections, and any testimony provided by designated witnesses pursuant to Anthem's Responses and Objections, are made in good faith and based on information presently known or reasonably available to Anthem. Anthem is making a reasonable, diligent, proportional, and good faith effort to investigate each and every "Subject of Examination" in the Notice ("Topic") and locate and provide responsive testimony, and reserves the right to change, amend, or supplement the Responses and Objections herein. These Responses and Objections, and any related testimony, do not prejudice Anthem's right to conduct further investigation. In addition, Anthem reserves the right to use newly discovered information or information now known but whose relevance, significance, or applicability has not yet been ascertained in the context of responding to and providing testimony in compliance with the Notice.

Additionally, Anthem does not waive its right to assert any and all applicable privileges, doctrines, and protections; instead, Anthem reserves its right to withhold responsive information

on the basis of any and all applicable privileges, doctrines, and protections, including, but not limited to, information that (1) was prepared for or in anticipation of litigation, (2) contains or reflects the analysis, mental impressions, or work of counsel, (3) contains or reflects attorney-client Communications, or (4) is otherwise privileged. Any inadvertent production of privileged or protected information shall not constitute a waiver, in whole or in part, of any such privilege or protection in this or any other federal or state proceeding. Anthem requests that any information subject to a privilege or protection, if inadvertently produced, be immediately returned by Plaintiff to Anthem. Anthem further requests that Plaintiff not use any information derived from any privileged or protected information that was inadvertently produced and provide Anthem with immediate notice if produced information appears to be privileged or protected, either on its face or in light of facts known to Plaintiff.

Anthem's Responses and Objections are made without in any way intending to waive or waiving, but on the contrary, intending to preserve and preserving:

1. the right to question or object to the admissibility of any information, testimony, or Documents provided or identified in the Responses and Objections or the Rule 30(b)(6) deposition itself in any subsequent proceeding in this or any action;
2. the right to object to the use of information, testimony, or Documents provided or identified in the Responses and Objections or the Rule 30(b)(6) deposition itself in any subsequent proceeding in this or any other action on any grounds;
3. the right to object to the introduction of these Responses and Objections or testimony provided in the Rule 30(b)(6) deposition itself into evidence; and
4. the right to object on any ground at any time to other discovery involving the subject matter of the Notice.

Except as otherwise stated herein, Anthem's Responses and Objections to the Topics are limited to the corporate retrospective Chart Review Program conducted by Anthem's Medicare Revenue & Reconciliation business unit through its third-party Vendor, Verscend Technologies, Inc. ("Verscend") ("Anthem's Chart Review Program").[1] Anthem's Responses do not include

[1] Verscend currently does business as Cotiviti, Inc., and previously did business as Verisk Health, Inc. and MediConnect Global, Inc. (collectively referred to herein as "Verscend").

any retrospective Chart Reviews that were not conducted by Anthem's Medicare Revenue & Reconciliation business unit through its third-party Vendor, Verscend.

Except as otherwise stated herein, Anthem's Responses and Objections to the Topics are limited to (a) the 2013 Project Year, which applied to charts that were collected and reviewed from approximately June 1, 2013 through approximately March 1, 2014 (the "2013 Project Year"); (b) the 2014 Project Year, which applied to charts that were collected and reviewed from approximately June 1, 2014 through approximately March 1, 2015 (the "2014 Project Year"); (c) the 2015 Project Year, which applied to charts that were collected and reviewed from approximately June 1, 2015 through approximately March 1, 2016 (the "2015 Project Year"); and (d) the 2016 Project Year, which applied to charts that were collected and reviewed from approximately June 1, 2016 through approximately March 1, 2017 (the "2016 Project Year")—which corresponds to the time period at issue in Plaintiff's Amended Complaint. *See* Am. Compl., ¶ 155, Dkt. 26.

## GENERAL OBJECTIONS

1. Anthem objects to the date and location of the deposition unilaterally noticed by Plaintiff as unduly burdensome. To the extent that Anthem makes one or more witnesses available to provide testimony in response to the Notice and subject to Anthem's Responses, it will do so at a location, date, and time mutually convenient to the witnesses and the parties.

2. Anthem objects to each and every Topic and Definition to the extent it seeks to impose obligations beyond those set forth in the Federal Rules of Civil Procedure, Local Rules, or any case management order that has been or may be entered in this litigation.

3. Anthem objects to each and every Topic to the extent it seeks information protected from disclosure under any confidentiality agreement, order, or stipulation entered in any past or present litigation or administrative proceeding, or any other pre-existing prohibitions against disclosure.

4. Anthem objects to each and every Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the settlement privilege, the common interest doctrine, or any other applicable privilege, including but not limited to, information that (i) was prepared for or in anticipation of litigation, (ii) contains or reflects the analysis, mental impressions, or work of counsel, (iii) contains or reflects attorney-

client Communications, (iv) is protected by the common interest privilege, or (v) is otherwise privileged.

5. Anthem objects to each and every Topic to the extent it requires Anthem to do more than make available one or more witnesses who can testify about information currently known or reasonably available to Anthem.

6. Anthem objects to each and every Topic to the extent it seeks information that is neither relevant to the claims or defenses of any party to this action nor proportional to the needs of the case.

7. Anthem objects to each and every Topic to the extent that it is vague and ambiguous, overly broad, unduly burdensome, oppressive, or seeks information outside the time period described in Plaintiff's Amended Complaint, which alleges claims related to Diagnosis Codes submitted in connection with payment years 2013, 2014, 2015, and 2016, corresponding to 2012 dates of service through 2015 dates of service. *See* Am. Compl., ¶ 155, Dkt. 26.

8. Anthem objects to each and every Topic to the extent it assumes disputed facts. Accordingly, any testimony regarding a Topic does not constitute a waiver of any objection to disputed facts.

9. Anthem objects to each and every Topic to the extent it seeks testimony on legal conclusions regarding Anthem's duties and responsibilities under CMS regulations, contracts, and guidance, which are disputed issues in this litigation. Accordingly, any testimony regarding a Topic does not constitute a waiver of any objection to legal conclusions.

10. Anthem objects to each and every Topic to the extent it seeks information from entities or individuals who are not parties to this action.

11. Anthem objects to each and every Topic to the extent it seeks information reflecting, containing, or deriving from non-public, confidential, trade secret, proprietary, or commercially-sensitive business information.

12. Anthem objects to each and every Topic to the extent it fails to delineate a matter for examination with reasonable particularity.

13. Anthem objects to each and every Topic to the extent it is duplicative of other Topics or discovery.

14. Anthem objects to each and every Topic to the extent it seeks information that can be more efficiently sought through written discovery or a Document request.

15. Anthem objects to each and every Topic to the extent it seeks information that is beyond Anthem's possession, custody, or control.

16. Anthem objects to the number of Topics and subtopics contained in the Notice on the grounds that it is unduly burdensome and not proportional to the needs of the case.

17. To the extent Anthem provides testimony regarding any Topic, such testimony, while based on reasonable inquiry, reflects only the current state of Anthem's knowledge, understanding, and belief respecting the matters at issue in this case. Anthem reserves the right to modify or supplement such testimony and to disclose information as it may subsequently discover. Further, such testimony will be provided without prejudice to using or relying on at trial subsequently discovered information, or information omitted from the testimony as a result of mistake, oversight, inadvertence, or due to the vagueness, uncertainty, and overbreadth of the Topics in the Notice.

**SPECIFIC OBJECTIONS TO DEFINITIONS**[2]

1. Anthem objects to the Definition of "Anthem" and "Defendant" as overly broad and not proportional to the needs of the case to the extent it means any individual or entity other than Anthem, Inc. For the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate these terms, Anthem understands the terms "Defendant" and "Anthem" to mean Anthem, Inc. as used in Paragraph 11 of the Amended Complaint.

2. Anthem objects to the Definition of "Anthem's Chart Review Program" and "Chart Review Program" on the grounds that it is vague and ambiguous because the Definition includes terms and phrases—specifically, "identifying or summarizing Diagnosis Codes" and "for the purpose of making risk adjustment submissions"—that are not defined and are subject to varying interpretations. For example, it is unclear what "summarizing Diagnosis Codes" means or how that meaning would be distinct from "identifying" Diagnosis Codes. Indeed, there are legal disputes about what it means for Diagnosis Codes to be "identif[ied]," a term yet to be defined by statute, rule, or caselaw. Anthem also incorporates by reference its objections to and interpretations of the Definitions of "Anthem," "Charts," "Chart Reviews," and "Vendor" as if

[2] Anthem uses the terms "Communication," "Concerning," and "Document" in its Responses consistent with the definitions mandated by Local Civil Rule 26.3(c)—Anthem's use of these terms, and its understanding of the Topics' use of terms with definitions mandated by Local Civil Rule 26.3, are subject to limitations imposed in the Amended Stipulation and Protective Order and the Joint Stipulation and Order Regarding Protocol for Electronically Stored Information ("Discovery Orders") as well as the limitations imposed by the Federal Rules of Civil Procedure.

set forth fully herein. Subject to and without waiving any of these objections, for the purpose of responding to the Topics and interpreting any other Definitions or Topics that incorporate these terms, Anthem understands "Anthem's Chart Review Program" and "Chart Review Program" to mean the retrospective Chart Review Program conducted by Anthem's Medicare Revenue & Reconciliation business unit through its third-party Vendor, Verscend. Anthem's Responses do not include any retrospective Chart Reviews that were not conducted by Anthem's Medicare Revenue & Reconciliation business unit through its third-party Vendor, Verscend.

3. Anthem objects to the Definition of "Additions" on the grounds that it is vague and ambiguous because the Definition includes terms and phrases—specifically, "as a result of" and "part of any of its risk adjustment programs"—that are not defined and are subject to varying interpretations. For example, it is unclear what is meant by "as a result of . . . its risk adjustment programs," and whether this includes actions Anthem took solely due to its risk adjustment programs, actions Anthem took partly due to its risk adjustment programs, actions Anthem took after its risk adjustment programs, or something else. It is also unclear whether Diagnosis Codes submitted to Anthem by providers would be "part of any" Anthem risk adjustment programs. Anthem further objects that defining "risk adjustment programs" to mean anything other than Anthem's Chart Review Program is overly broad and not proportional to the needs of the case. Anthem also incorporates by reference its objections to and interpretations of the Definitions of "Anthem," "Diagnosis Code," "EDS," and "Anthem's Chart Review Program" as if set forth fully herein. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Additions" to refer to Diagnosis Codes coded by coders in the course of Anthem's Chart Review Program and submitted by Anthem to CMS through the CMS Risk Adjustment Processing System ("RAPS") and/or the CMS Encounter Data Processing System ("EDPS").

4. Anthem objects to the Definition of "Charts" on the grounds that it is vague and ambiguous because the Definition includes terms and phrases—specifically, "providers' patient medical records"—that are not defined and are subject to varying interpretations. For example, it is unclear whether "medical records" in this context includes a beneficiary's entire medical history from all providers, entire medical history from a single provider, or a limited selection of medical history from one or more providers. Subject to and without waiving any of these

objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Charts" to mean records of a beneficiary's encounter(s) with a provider or providers obtained by Anthem's third-party Vendor, Verscend, as part of Anthem's Chart Review Program. Anthem further understands that a single "Chart" may include records of multiple encounters between that beneficiary and the same provider or may additionally include medical records from that beneficiary's encounters with other providers.

5. Anthem objects to the Definition of "Chart Reviews" on the grounds that it is vague and ambiguous because it contains the phrase "review of Charts to identify Diagnosis Codes for a beneficiary," which is undefined and subject to varying interpretations. For example, it is unclear what is meant by "review of Charts to identify Diagnosis Codes for a beneficiary," and whether this refers to the process by which Verscend coders reviewed and coded Charts as part of Anthem's Chart Review Program, the process by which Anthem coders reviewed the Verscend extracts, both, or something else. Indeed, there are legal disputes about what it means for Diagnosis Codes to be "identif[ied]," a term yet to be defined by statute, rule, or caselaw. Anthem also incorporates by reference its objections to and interpretation of the Definition of "Charts" and "Diagnosis Code" as if set forth fully herein. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands the term "Chart Reviews" to mean the review of beneficiary Charts that were created and maintained by providers to code Diagnosis Codes as part of Anthem's Chart Review Program.

6. Anthem objects to the Definition of "Deletion" on the grounds that it is vague and ambiguous because the Definition includes the phrase "a Diagnosis Code . . . subsequently retracted or withdrawn" that is not defined and is subject to varying interpretations. For instance, "a Diagnosis Code . . . subsequently retracted or withdrawn" could refer to the submission of a "delete" file requesting that CMS remove a particular Diagnosis Code from CMS's electronic systems, CMS's processing of "delete" files requesting that CMS remove certain data from CMS's electronic systems, CMS's actual removal of data, or something else. Anthem further objects to this Definition as overly broad and not proportional to the needs of the case to the extent it seeks information regarding "any reason" a Deletion was made. Anthem also incorporates by reference its objections to and interpretations of the Definitions of "Anthem,"

"Diagnosis Code," and "EDS," as if set forth fully herein. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands the term "Deletion" to refer to (1) a RAPS cluster (i.e., a submission through RAPS that includes a Health Insurance Claim Number (HICN) or Medicare Beneficiary Identifier (MBI), Diagnosis Code, date of service from and through information, and provider type) that is initiated by the Medicare Advantage Organization ("MAO") which results in a Diagnosis Code being removed from the RAPS cluster, or (2) an encounter data submission that is initiated by the MAO that results in a Diagnosis Code being removed that was previously submitted on an encounter data record or a Chart Review record. Anthem further understands the term "Delete" or "Deleted" as used by Plaintiff in the Notice to refer to the act of creating a Deletion.

7. Anthem objects to the Definition of "Diagnosis Code" on the grounds that it is vague and ambiguous because it includes terms and phrases—specifically, "individual instance of [an] ICD-9 or ICD-10 diagnosis code" and "associated with a specific beneficiary"—that are not defined and are subject to varying interpretations. For example, it is unclear what is meant by "diagnosis code associated with a specific beneficiary," and whether this includes a specific medical condition diagnosed by a provider for a beneficiary during a visit and documented on a claim or encounter submitted by the provider to Anthem, a specific medical condition diagnosed by a provider for a beneficiary and documented in a Chart, or something else. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Diagnosis Code" to mean an "ICD-9-CM" diagnosis code, which is a diagnosis code from the *International Classification of Diseases Ninth Revision Clinical Modification Volumes 1 and 2*, including the index and tabular list of Diagnosis Codes for the period from October 16, 2002 through September 30, 2015, as referenced in 45 CFR 162.1002, and an "ICD-10-CM" diagnosis code, which is a diagnosis code from the *International Classification of Diseases Tenth Revision Clinical Modification*, which contains an index and tabular list of Diagnosis Codes for the period on and after October 1, 2015, as referenced in 45 CFR 162.1002.

8. Anthem objects to the Definition of "EDS" on the grounds that it is vague and ambiguous because the Definition includes terms and phrases—specifically, "submit claim or encounter data"—that are not defined and are subject to varying interpretations. For example, it

is unclear what it means for an MAO to "submit claim . . . data" to CMS and whether this differs from the EDRs and CRRs that MAOs submit to CMS through the Encounter Data Processing System. It is also unclear what the "Claim or Encounter Data System" is and how it differs from the "Encounter Data Processing System" used by MAOs to submit beneficiary encounter data to CMS. Anthem further objects to the Definition of "EDS" as irrelevant because that term is not used in any of the noticed Topics. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "EDS" to mean EDPS.

9. Anthem objects to the Definition of "Employee" on the grounds that it is vague and ambiguous because the Definition includes the phrase "providing any work or services" that is not defined and is subject to varying interpretations. For example, it is unclear whether "providing any work or services" would include Anthem's external Vendors related to the Chart Review Program. Anthem further objects to this Definition as overly broad and not proportional to the needs of the case to the extent that it purports to encompass "any person providing any work or services," which would include individuals wholly unrelated to the Anthem Chart Review Program, and is not limited in any way to the allegations at issue in this litigation. Anthem further objects to this Definition as overly broad and not proportional to the needs of the case to the extent that it uses the language "including but not limited to," and Anthem incorporates by reference its objections to and interpretation of the Definition of "Including" as if set forth fully herein. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Employee" to mean an Anthem corporate employee of Anthem's Medicare Revenue & Reconciliation business unit.

10. Anthem objects to the Definition of "Relevant Period" on the grounds that it is overly broad and not proportional to the needs of the case because it purports to encompass time outside of the relevant period described in Plaintiff's Amended Complaint, which alleges claims related to Diagnosis Codes submitted in connection with payment years 2013, 2014, 2015, and 2016, corresponding to 2012 dates of service through 2015 dates of service. *See* Am. Compl., ¶ 155, Dkt. 26. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Relevant Period" to be June 1, 2013 through March 1, 2017, which

approximately corresponds to CMS payment years 2013 through 2016 and the approximate beginning of Anthem's Chart Review Program project year 2013 through the end of Anthem's Chart Review Program project year 2016.

11. Anthem objects to the Definition of "Vendor" on the grounds that it is vague and ambiguous because the Definition includes terms and phrases—specifically, "consultants," "contractors," "entities," "organizations," and "services in connection with medical record reviews"—that are not defined and are subject to varying interpretations. For example, it is unclear what connection is intended by the Definition's "in connection with" modifier, such that the Definition does not adequately describe the services to which it refers. For instance, this Definition could be read to include contractors or consultants who do not contract directly with Anthem, but instead who provide services to the Vendor as a subcontractor. Anthem also incorporates by reference its objections to and interpretations of the Definitions of "Anthem," "Chart Reviews," and "Charts" as if set forth fully herein. Anthem further objects to the Definition because it includes the term "Risk Adjustment Programs" which is capitalized but undefined. Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Vendor" to mean a non-party entity that contracted with Anthem to review and code Charts as part of Anthem's Chart Review Program.

12. Anthem objects to the Definition of "Including" because the Definition includes the clause "but not limited to." The use of "including but not limited to" necessarily makes the Definition overbroad and lacking in the reasonably particularity required by Fed. R. Civ. P. 30(b)(6). *See Winfield v. City of New York*, 2018 WL 840085, at *5 (S.D.N.Y. Feb. 12, 2018) ("'Reasonable particularity' requires the topics listed to be specific as to subject area and to have discernible boundaries . . . This means that the topics should not be listed as 'including but not limited to;' rather, they must be explicitly stated.") (J. Parker). Subject to and without waiving any of these objections, for the purpose of responding to the Notice and interpreting any other Definitions or Topics that incorporate this term, Anthem understands "Including" to mean comprise as a part of a whole or group.

**SPECIFIC OBJECTIONS TO THE SUBJECTS OF EXAMINATION ("TOPICS")**

**Topic a:**

Anthem's design and implementation of Anthem's Chart Review Program prior to the Relevant Period, specifically:

i. the roles and responsibilities of the individuals who initially decided to design or implement the Chart Review Program, or similar program involving Chart Reviews;
ii. the roles and responsibilities of the individuals who designed the Chart Review Program;
iii. the roles and responsibilities of the individuals who approved the design and implementation of the Chart Review Program;
iv. the roles and responsibilities of the individuals who were consulted about how to design the Chart Review Program and whether to implement it;
v. the roles and responsibilities of the individuals who retained Risk Adjustment Management (RAM) or any other Vendors used in connection with Anthem's Chart Review Program;
vi. all reasons why Anthem created the Chart Review Program; and
vii. all non-privileged requests for advice by Anthem employees and any corresponding advice received by Anthem employees—if any—regarding whether the Chart Review Program: (1) complied with CMS requirements, rules, or regulations; (2) violated any contractual terms of Anthem's contracts with CMS; or (3) might cause Anthem to submit false attestations to CMS.

**Objections and Response to Topic a:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Anthem's Chart Review Program," "Chart Reviews," "Employee," "Relevant Period," and "Vendor."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms "design" and "implementation" are undefined and subject to varying interpretations. For example, it is unclear whether "implementation" of Anthem's Chart Review Program includes Anthem implementing finalized policy and procedure Documents for Anthem's Chart Review Program, Anthem implementing internal or Vendor processes for Anthem's Chart Review Program, or Anthem taking certain actions in connection with its Chart

Review Program, such as Anthem instructing its Vendor to begin collecting medical records or Anthem conducting quality-assurance reviews on Diagnosis Codes submitted to Anthem by its Vendor. Further, it is unclear if the meaning of "implementation" differs from "design," and if so, how it differs. For purposes of responding to this Topic, Anthem interprets "design" and "implementation" to mean the design of Anthem's Chart Review Program and the selection of the Vendor for Anthem's Chart Review Program.

Anthem further objects to this Topic because the terms and phrases "roles and responsibilities," "initially decided," "consulted about," and "requests for advice" are undefined and subject to varying interpretations. The Topic is therefore vague and ambiguous.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony related to any time before January 1, 2009 regarding (1) "all reasons why Anthem created the Chart Review Program" and (2) "all non-privileged requests for advice by Anthem employees and any corresponding advice received by Anthem employees" regarding the Chart Review Program. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it seeks information "prior to the Relevant Period," all of which predates by many years the conduct at issue in the Amended Complaint. Such information is neither relevant to the claims or defenses in this case nor proportional to the needs of the case.

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes seven subtopics, several of which include sub-subtopics and many of which have little or no connection to the original topic. Anthem further objects to this Topic on the grounds that several of the subtopics are duplicative of each other.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning:

(i-iv) The job titles and responsibilities of the key persons involved in the design and implementation of Anthem's Chart Review Program from January 1, 2009 to December 31, 2011;

(v) The job titles and responsibilities of the key persons involved in the retention of Verscend related to Anthem's Chart Review Program from January 1, 2009 to December 31, 2011; and

(vi) The primary reason(s) that Anthem operated the Chart Review Program from January 1, 2009 to December 31, 2011.

**Topic b:**

Anthem's design and implementation of Anthem's Chart Review Program during the Relevant Period, specifically:

i. the roles and responsibilities of the individuals who initially decided to design or implement the Chart Review Program;
ii. the roles and responsibilities of the individuals who designed the Chart Review Program;
iii. the roles and responsibilities of the individuals who approved the design or implementation of the Chart Review Program;
iv. the roles and responsibilities of the individuals who were consulted about how to design the Chart Review Program and whether to implement it;
v. the roles and responsibilities of the individuals who retained Verscend or any other Vendors used in connection with the Chart Review Program;
vi. all reasons why Anthem continued to operate the Chart Review Program after its implementation; and
vii. all non-privileged requests for advice by Anthem employees and any corresponding advice received by Anthem employees—if any—regarding whether the program: (1) complied with CMS requirements, rules, or regulations; (2) violated any contractual terms of Anthem's contracts with CMS; or (3) might cause Anthem to submit false attestations to CMS.

**Objections and Response to Topic b:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and

interpretations of the Definitions of "Anthem," "Anthem's Chart Review Program," "Chart Reviews," "Employee," "Relevant Period," and "Vendor."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms "design" and "implementation" are undefined and subject to varying interpretations. For example, it is unclear whether "implementation" of Anthem's Chart Review Program includes Anthem implementing finalized policy and procedure Documents for Anthem's Chart Review Program, Anthem implementing internal or Vendor processes for Anthem's Chart Review Program, or Anthem taking certain actions in connection with its Chart Review Program, such as Anthem instructing its Vendor to begin collecting medical records, Anthem instructing its Vendor to code Diagnosis Codes, or Anthem conducting quality-assurance reviews on Diagnosis Codes submitted to Anthem by its Vendor. Further, it is unclear if the meaning of "implementation" differs from "design," and if so, how it differs. For purposes of responding to this Topic, Anthem interprets "design" and "implementation" to mean the design of Anthem's Chart Review Program and the selection of the Vendor for Anthem's Chart Review Program.

Anthem further objects to this Topic because the terms and phrases "roles and responsibilities," "initially decided," "consulted about," and "requests for advice" are undefined and subject to varying interpretations. The Topic is therefore vague and ambiguous.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding (1) "all reasons why Anthem continued to operate the Chart Review Program" and (2) "all non-privileged requests for advice by Anthem employees and any corresponding advice received by Anthem employees" regarding the Chart Review Program across nearly ten years. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it seeks information "during the Relevant Period," and, as defined by Plaintiff, thus seeks information about a nearly ten-year time period, some of which pre-dates and post-dates by years the conduct at issue in the Amended Complaint, and is thus not relevant to the claims and defenses in this litigation. *See* Am. Compl., ¶ 155, Dkt. 26.

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes seven subtopics, several of which include sub-subtopics and many of which have little or no connection to the original topic. Anthem further objects to this Topic on the grounds that several of the subtopics are duplicative of each other.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning:

(i-iv) The job titles and responsibilities of the key persons involved in the implementation of Anthem's Chart Review Program from January 1, 2012 to December 31, 2015;

(v) The job titles and responsibilities of the key persons involved in the renewal of contracts with Verscend related to Anthem's Chart Review Program from January 1, 2012 to December 31, 2015; and

(vi) The primary reason(s) that Anthem continued to operate the Chart Review Program from January 1, 2012 to December 31, 2015.

**Topic c:**

Any training provided to employees involved in the design, implementation, or operation of Anthem's Chart Review Program concerning Anthem's obligations with respect to Diagnosis Codes it submitted to CMS, including the obligation to delete any Diagnosis Codes as unsupported by Charts.

**Objections and Response to Topic c:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Anthem's Chart Review Program," "Charts" "Diagnosis Code," and "Employee."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "training," "employees involved in," "design, implementation, or operation," "Anthem's obligations," "Diagnosis Codes it submitted to CMS," and "unsupported

by Charts" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "training," and whether this includes formal presentations or memoranda sent to Anthem Employees, informal training mechanisms and Communications, or something else. Additionally, it is unclear whether "employees involved in" represents all individuals with even tangential involvement through any means, Anthem Employees with certain responsibilities, or someone else. It is also unclear whether "implementation" of Anthem's Chart Review Program includes Anthem implementing finalized policy and procedure Documents for Anthem's Chart Review Program, Anthem implementing internal or Vendor processes for Anthem's Chart Review Program, or Anthem taking certain actions in connection with the Chart Review Program, such as Anthem instructing its Vendor to begin collecting medical records, Anthem instructing its Vendor to code Diagnosis Codes, or Anthem conducting quality-assurance reviews on Diagnosis Codes submitted to Anthem by its Vendor. Further, it is unclear if the meaning of the terms "implementation" and "operation" differ from "design," and if so, how they differ. It is also unclear what is meant by "Anthem's obligations," and whether this includes Anthem's adherence to internal policies and procedures, external statements from various regulatory agencies, a statutorily-defined obligation, or something else. It is also unclear what is meant by "Diagnosis Codes it submitted to CMS," and whether this includes Diagnosis Codes identified by the Anthem Chart Review Program, any Diagnosis Code Anthem submitted to CMS from any source, or something else. It is also unclear the standard(s) Plaintiff intends to apply to determine that a given Diagnosis Code is "unsupported by Charts."

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[a]ny training provided" to an unspecified number of Employees over a nearly ten-year period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent that it seeks testimony that calls for legal conclusions, including in regards to "Anthem's obligations with respect to Diagnosis Codes it submitted to CMS," "the obligation to delete any Diagnosis Codes as unsupported by Charts," and training on when Diagnosis Codes are "unsupported by Charts."

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning the training it provided to Anthem Employees within Anthem's Medicare Revenue & Reconciliation business unit regarding the guidance contained in Anthem's Retrospective Risk Programs Coding Manual as part of Anthem's Chart Review Program from June 1, 2013 to March 1, 2017.

**Topic d:**

All measures or steps taken by Anthem to confirm the accuracy of the Relevant Attestations prior to submitting the Relevant Attestations to CMS.

**Objections and Response to Topic d:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretation of the Definition of "Anthem."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "measures or steps" and "taken by Anthem" are undefined and subject to varying interpretations. For example, it is unclear whether "measures or steps" refers to formal or informal actions. Additionally, it is unclear what is meant by "taken by Anthem," and whether this includes any action taken by any individual Employee related to the signing of the Relevant Attestations or specific actions taken as part of a formal process relating to the signing of the Relevant Attestations.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[a]ll measures or steps" taken by any Anthem Employee over a nearly ten-year period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent that the phrase "confirm the accuracy of the Relevant Attestations" calls for a legal conclusion regarding what constitutes an accurate attestation, which is a disputed subject in this litigation.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning the general steps Anthem took from June 1, 2013 to March 1, 2017 to confirm that the Relevant Attestations it submitted "based on best knowledge, information, and belief" were "accurate, complete, and truthful," as those phrases are used in 42 C.F.R. §422.504(l).

**Topic e:**

Anthem's understanding—and all bases for such understanding—of the meaning of the following phrases or terms during each of the following years: 2014, 2015, 2016, 2017, and 2018.

i. "accurate, complete, and truthful," as set forth in the Relevant Attestations;
ii. "all relevant national standards," as set forth in 42 C.F.R.§ 422.310(d)(1);
iii. "risk adjustment data that are substantiated by the physician or provider's full medical record," as set forth in MMC Manual Chap. 7, § 111.8 (Aug. 2004);
iv. "[a]ll diagnosis codes submitted [are] documented in the medical record," as set forth in MMC Manual Chap. 7, § 40 (June 2013);
v. if "upon conducting an internal review of submitted diagnosis codes," they "determine[] that any ICD[] diagnosis codes that have been submitted do not meet risk adjustment submission requirements," they are "responsible for deleting the submitted ICD[] diagnosis codes as soon as possible," as set forth in MMC Manual, Chap. 7 § 40 (June 2013).
vi. "in compliance with the requirements of [] applicable Federal statutes, regulations, and policies," as set forth in the Part C annual agreement between Anthem and CMS.
vii. "research and correct risk adjustment data discrepancies," as set forth in EDI Agreements between CMS and Anthem.

**Objections and Response to Topic e:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretation of the Definition of "Anthem."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "Anthem's understanding," "bases for such understanding," and "meaning of the . . . phrases or terms" are undefined and subject to varying interpretations.

Anthem further objects to this Topic on the grounds that it seeks Anthem's legal conclusions regarding the meaning of phrases representing small fractions of larger legal Documents, government regulations, industry manuals, and agreements across a large time period.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "Anthem's understanding" and "all bases" for that understanding of each of seven listed phrases across five years. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it seeks information during 2018, which post-dates the conduct Plaintiff alleges to be at issue in its Amended Complaint, *see* Am. Compl., ¶ 155, Dkt. 26, and is thus not relevant to the claims and defenses in this litigation.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem is willing to meet and confer with Plaintiff regarding the specific testimony Plaintiff seeks in response to this Topic.

**Topic f:**

Anthem's policies, procedures, and practices during the Relevant Period relating to any efforts to comply with the phrases and terms set forth in Topic (e) set forth above, including how the policies, procedures, and practices were formulated, implemented, enforced, reviewed, and modified; the employee(s) involved in formulating, implementing, enforcing, reviewing, and

modifying the policies, procedures, and practices, and their respective roles; how and where the policies, procedures, and practices were memorialized; and the training of Anthem employees on the policies, procedures, and practices.

**Objections and Response to Topic f:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Employee," and "Relevant Period."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "policies, procedures, and practices," "efforts to comply," "formulated, implemented, enforced, reviewed, and modified," "employee(s) involved," "respective roles," and "training" are undefined and subject to varying interpretations. For example, it is not clear whether there is a difference between "policies," "procedures," and "practices." Additionally, it is not clear if "practices" includes any action taken by any Employee or is limited to actions that are taken regularly or as a matter of course. And if the later, at what interval over what time period.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding all "policies, procedures, and practices . . . relating to any efforts to comply" across a nearly ten-year time period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent that "efforts to comply" with the phrases listed in Topic (e) calls for a legal conclusion.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem is willing to meet and confer with Plaintiff regarding the specific testimony Plaintiff seeks in response to this Topic.

**Topic g:**

Whether Anthem Deleted or chose not to submit any of the Diagnosis Codes identified in the documents set forth below, the identity of the individual who authorized the Deletion or decision not to submit the Diagnosis Codes on behalf of Anthem, and all facts relied upon by Anthem in reaching the decision to Delete or not submit the Diagnosis Code:

i. Email from Savita Iyer to Cammie Welch dated February 12, 2013, subject: "Confirm if diagnoses in chart," Government Exhibit 2129.

ii. Email from Brian Matthew Cogdill to Lena Yu, dated November 28, 2011, Bates stamped ANTHEM_SDNY_00170752.

iii. Email from Tonya Ries to Michelle Chatham, dated January 19, 2016, Bates stamped Government Exhibit 2020.

iv. Email from Brian Matthew Cogdill to Patricia Cabrera and Tonya Ries, dated October 11, 2013, Bates stamped ANTHEM_SDNY_00078792.

**Objections and Response to Topic g:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Deletion," and "Diagnosis Code."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "chose not to submit" and "individual who authorized" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "chose not to submit," and whether this refers to the mere fact that something was not submitted, a conscious decision by a single Employee not to submit something, a formal and documented decision not to submit something, or something else.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding hundreds of Diagnosis Codes vaguely referenced in four emails and decisions that may or may not have been made—which may be impossible to determine—as well as "[w]hether Anthem Deleted . . . any of the Diagnosis Codes" and "all facts relied upon by Anthem in reaching the decision to Delete or not submit the Diagnosis Code." Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent it seeks information regarding whether Diagnosis Codes were Deleted from CMS systems, as such information is within CMS's possession, custody, and control and is equally accessible to Plaintiff.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information regarding Diagnosis Codes that were not reviewed as part of Anthem's Chart Review Program as such testimony is not relevant to the claims alleged in the Amended Complaint.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning: (i) whether Anthem Deleted or decided not to submit to CMS the seven Diagnosis Codes listed in an email dated February 12, 2013 from Savita Iyer to Marilyn Garry, copying Camie Welch, at ANTHEM_SDNY_00185032-33; (ii) whether Anthem Deleted or decided not to submit to CMS the Diagnosis Codes described as "claims data" in an email dated November 2, 2011 from Lena Yu to Brian Matthew Cogdill and Sarah Jensik, copying Kimberly Bresnan, at ANTHEM_SDNY_00170752-53; and (iv) whether Anthem Deleted or decided not to submit to CMS the Diagnosis Code listed in an email dated October 10, 2013 from Tonya Ries to Patricia Cabrera, copying Chanda Caffey, Brian Matthew Cogdill, and Paul Etterling, at ANTHEM_SDNY_00078792-93.

**Topic h:**

Whether Anthem Deleted any Diagnosis Codes during the Relevant Time Period after a single medical record reviewer conducted a review of medical records, did not find sufficient support for a Diagnosis Code in the medical record, and Anthem did not request or collect additional medical records from the relevant provider or other source prior to the Deletion of the Diagnosis Code, including: the identity of the individual who authorized the Deletion on behalf of Anthem, and all facts relied upon by Anthem in reaching the Deletion decision.

**Objections and Response to Topic h:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Deletion," "Diagnosis Code," and "Relevant Period."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "after a single medical record reviewer conducted a review of medical records," "did not find sufficient support for a Diagnosis Code in the medical record," and "Anthem did not request or collect additional medical records from the relevant provider or other source" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "after a single medical record reviewer conducted a review of medical records," and whether this includes the review of medical records as part of the Anthem Chart Review Program, other programs within Anthem or externally, or something else. Similarly, it is unclear what is meant by "a single medical record reviewer," and whether this includes only Anthem Employees, outside Vendors, or CMS employees involved in the Risk Adjustment Data Validation ("RADV") process. It is also unclear whether "after a single medical record reviewer conducted a review" requires confirmation that only one of Anthem's Employees viewed the record throughout the Relevant Period, throughout a certain program year, or something else. Additionally, it is unclear the standard(s) that Plaintiff intends to apply to determine that an Anthem Employee "did not find sufficient support for a Diagnosis Code in the medical record." Further, it is unclear what is meant by "Anthem did not request or collect additional medical records from the relevant provider or other source." For the purposes of responding to this Topic, Anthem interprets "single medical record reviewer" to mean an Anthem Employee within Anthem's Medicare Revenue & Reconciliation business unit involved in quality assurance for Anthem's Chart Review Program.

Anthem further objects to this topic on the grounds that it is vague and ambiguous because the term "Relevant Time Period" is capitalized but undefined. For the purposes of responding to this Topic, Anthem understands "Relevant Time Period" to mean June 1, 2013 through March 1, 2017, which approximately corresponds to CMS payment years 2013 through 2016 and the approximate beginning of Anthem's Chart Review Program project year 2013 through the end of Anthem's Chart Review Program project year 2016.

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes multiple subtopics, several of which include sub-subtopics and some of which have little or no connection to the original topic.

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[w]hether Anthem Deleted any Diagnosis Code[]," whether certain medical records were reviewed by only a "single medical record reviewer," and "all facts relied upon by Anthem in reaching the Deletion decision" over a nearly ten year period. Such a Topic lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent that "did not find sufficient support for a Diagnosis Code in the medical record" calls for a legal conclusion regarding the standards required to substantiate a Diagnosis Code under CMS regulations.

Anthem further objects to this Topic to the extent it seeks information regarding whether Diagnosis Codes were deleted from CMS systems, as such information is within CMS's possession, custody, and control and is equally available to Plaintiff.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to provide testimony, based on a reasonable inquiry, Concerning an example from June 1, 2013 to March 1, 2017 where Anthem Deleted a Diagnosis Code from a Verscend extract as part of Anthem's Chart Review Program after an Anthem Employee within Anthem's Medicare Revenue & Reconciliation business unit reviewed the Diagnosis Code on the extract, did not find support in the medical record for that Diagnosis Code, and did not request or collect additional medical records related to that Diagnosis Code.

**Topic i:**

The policy entitled Risk Adjustment Overpayments, policy number RA107, *see* Government Exhibit 2003, including:

i. The creation of the policy, including all reasons for the creation of the policy;

ii. The meaning of the term "potentially discrepant diagnoses";

iii. The distribution of the policy to Anthem employees, and all trainings (if any) provided to Anthem employees regarding the policy; and

iv. All instances in which a "potentially discrepant diagnoses and/or HCC" was reported to MRR Compliance (as used in the policy) pursuant to the policy; all communications between MRR Compliance and Medicare Compliance (as used in the policy) pursuant to the policy; and all overpayments returned to CMS pursuant to the policy.

**Objections and Response to Topic i:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem" and "Employee."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "meaning of the term," "trainings … provided to Anthem employees," "reported to MRR Compliance," and "communications between MRR Compliance and Medicare Compliance" are undefined and subject to varying interpretations. It is unclear what is meant by "meaning of the term," and whether this includes the meaning ascribed by Anthem as an entity, the individual(s) who drafted or edited the Document, Anthem's Employees who received the policy, or something else. It is also unclear whether "trainings … provided to Anthem employees" includes formal trainings regarding the policy, informal trainings between personnel, or other forms of training. Additionally, it is unclear what is meant by "reported to MRR Compliance," and whether this refers to a formal reporting mechanism or informal reports amongst personnel. Similarly, "communications between MRR Compliance and Medicare Compliance" may refer to informal conversations among personnel, written emails or letters specifically discussing "potentially discrepant diagnoses," telephone calls or meetings specifically discussing "potentially discrepant diagnoses," or something else.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "all reasons for the creation of the policy," "all trainings (if any) provided to Anthem employees regarding the policy," "[a]ll instances in which a 'potentially discrepant diagnoses and/or HCC' was reported," "all communications between MRR Compliance and Medicare Compliance," and

"all overpayments returned to CMS." Similarly, this Topic assumes that any single action by any single Employee can be reasonably linked to one policy Document and purports to require Anthem to make that analysis for "[a]ll instances in which a 'potentially discrepant diagnoses and/or HCC' was reported to MRR Compliance," "all communications between MRR Compliance and Medicare Compliance," and "all overpayments returned to CMS." Such a Topic lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent it seeks testimony regarding "the meaning of the term 'potentially discrepant diagnoses,'" which calls for legal conclusions regarding the standard(s) for identifying "discrepant diagnoses" under CMS regulations.

Anthem further objects to this Topic to the extent it seeks information regarding "all overpayments returned to CMS," as such information is within CMS's possession, custody, and control and is equally available to Plaintiff.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning: (i) the general reason for creating the policy in Government Exhibit 2003; (ii) Anthem's understanding of the phrase "potentially discrepant diagnoses" as used in the policy in Government Exhibit 2003; and (iii) the Anthem Employees who received or may have received the policy in Government Exhibit 2003 at or about the time it was created.

**Topic j:**

Anthem's decision to begin comparing the results of its Chart Review Program to claims submitted to Anthem by providers to identify Diagnosis Codes that were potentially unsupported by the medical records and Anthem's analysis and decision-making about whether to Delete the codes identified.

**Objections and Response to Topic j:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and

interpretations of the Definitions of "Anthem," "Chart Review Program," "Deletion," and "Diagnosis Code."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "decision to begin comparing," "potentially unsupported by the medical records," and "analysis and decision-making" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "decision to begin comparing," and whether this includes a formal decision, informal discussions among Employees, the first instance of any comparison activity, or something else. It is also unclear the standard(s) Plaintiff intends to apply to determine that Diagnosis Codes are "potentially unsupported by the medical records." Similarly, "analysis and decision-making" can refer to formal written analysis, informal analysis by Anthem Employees, or something else.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "Anthem's analysis and decision-making about whether to Delete the codes identified" across an undefined time period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it requests testimony duplicative of the testimony requested in Topic (k).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding conduct after the time period of the conduct Plaintiff describes in its Amended Complaint, *see* Am. Compl., ¶ 155, Dkt. 26, and such information is not relevant to the claims or defenses in this litigation.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning the non-privileged reasons Anthem decided to begin comparing Diagnosis Codes coded in the normal course of Anthem's Chart Review Program to (i) the Diagnosis Codes already submitted

by Anthem to CMS for the same member, provider and date of service and/or (ii) the Diagnosis Codes submitted to Anthem by providers for the same member, provider, and date of service, to isolate Diagnosis Codes that had already been submitted by Anthem to CMS and/or submitted to Anthem by providers that were not coded through Anthem's Chart Review Program.

**Topic k:**

Anthem's process for comparing the results of its Chart Review Program to claims submitted to Anthem by providers to identify Diagnosis Codes that were potentially unsupported by the medical records, including:

i. When Anthem first considered developing such a process;
ii. When Anthem first attempted to develop such a process;
iii. Who was involved in developing the process;
iv. The total number of employees or contractors involved in operating such a process, and the monetary cost or other financial impact of implementing such a process; and
v. What activities or operations the process entailed or entails.

**Objections and Response to Topic k:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Chart Review Program," "Diagnosis Code," and "Employee."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "Diagnosis Codes that were potentially unsupported by the medical records," "first considered," "first attempted," "involved in developing," "activities or operations," and "entailed or entails" are undefined and subject to varying interpretations. For example, it is unclear which standard(s) Plaintiff intended to apply to determine that a given Diagnosis Code is "potentially unsupported by the medical records." It is also unclear what is meant by "[w]hen Anthem first considered developing such a process," and whether this includes formal written reporting regarding explicit consideration of development of such a process, informal thoughts among Anthem Employees, or something else. Similarly, it is unclear what is meant by "[w]hen Anthem first attempted to develop such a process," and whether this includes the formal actions taken by Anthem towards such a process, any instance of informal action

taken by individual Employees towards such a process, or something else. It is also unclear what kind of action is required for someone to "consider[]" or "develop[]" such a process, which can refer to an individual Anthem Employee's mere thoughts, undertaking formal processes, or something else. Additionally, it is unclear whether the individuals "involved in developing the process" represents all individuals with even tangential involvement through any means, Anthem Employees with certain responsibilities, or someone else. It is also unclear what is meant by "activities or operations," and whether this includes the specific formal procedures regarding such a process, "activities" by individual Anthem Employees tangentially related to such a process by any means, or something else. Similarly, it is unclear at what point a process "entails" certain "activities or operations."

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding the specific moment across an undefined time period at which an individual Anthem Employee "first considered developing such a process," or the specific moment across an undefined time period at which an individual Anthem Employee "first attempted to develop such a process." Similarly, the Topic seeks testimony regarding every single individual involved in "developing the process," the "total number of employees or contractors," and all "activities or operations the process entailed or entails" across an undefined time period. Such a Topic lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks testimony regarding "the monetary cost or other financial impact of implementing such a process," which would require complex financial analysis and is not readily available information.

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes five subtopics, several of which include sub-subtopics.

Anthem further objects to this Topic to the extent it seeks testimony regarding Diagnosis Codes that were "potentially unsupported by the medical records," which calls for a legal conclusion regarding the evidentiary standards required to substantiate a Diagnosis Code under CMS regulations.

Anthem further objects to this Topic to the extent it seeks information regarding Diagnosis Codes that were submitted to or deleted from CMS systems, as such information is within CMS's possession, custody, and control and is equally accessible to Plaintiff.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning the general process Anthem used from August 1, 2017 through September 14, 2018 to compare Diagnosis Codes coded in the normal course of Anthem's Chart Review Program to (i) the Diagnosis Codes already submitted by Anthem to CMS for the same member, provider and date of service and/or (ii) the Diagnosis Codes submitted to Anthem by providers for the same member, provider, and date of service, to isolate Diagnosis Codes that had already been submitted by Anthem to CMS and/or submitted to Anthem by providers that were not coded through Anthem's Chart Review Program.

**Topic l:**

All analyses of the potential financial impact of submitting Deletions based on Diagnosis Codes that had been submitted to CMS but were not identified by the Chart Review Program, and any adjustments to Anthem's revenue forecasts based on the financial impact of submitting such Deletion.

**Objections and Response to Topic l:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Chart Review Program," "Deletions," and "Diagnosis Code."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "analyses," "potential financial impact," "Diagnosis Codes that had been submitted to CMS but were not identified by the Chart Review Program," "adjustments to Anthem's revenue forecasts," and "based on the financial impact" are undefined and subject to varying interpretations.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "all analyses of the potential financial impact" across an undefined time period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent it seeks testimony regarding "potential" financial impact, as such testimony would necessarily be speculative regarding hypothetical scenarios and outcomes.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning non-privileged analyses performed between January 1, 2017 and December 31, 2017, if any, Concerning the potential financial impact of comparing Diagnosis Codes coded in the normal course of Anthem's Chart Review Program for dates of service 2012 to 2015 to (i) the Diagnosis Codes already submitted by Anthem to CMS for the same member, provider and date of service and/or (ii) the Diagnosis Codes submitted to Anthem by providers for the same member, provider, and date of service, to isolate Diagnosis Codes that had already been submitted by Anthem to CMS and/or submitted to Anthem by providers that were not coded through Anthem's Chart Review Program.

**Topic m:**

The "Medicare Advantage (MA) Risk Score Maximization Consulting Review," *see* Government Exhibit 2058, including:

i. The purpose of the review;

ii. The results of the review; and

iii. All actions taken by Anthem as a result of the review, including all actions taken by Anthem in response to the "potential risks" identified by the review.

**Objections and Response to Topic m:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretation of the Definition of "Anthem."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "purpose," "results," "actions taken by Anthem," "as a result of the review," and "in response to the 'potential risks' identified by the review" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "results of the review," and whether this includes formal written findings, informal recommendations, oral Communications, draft materials, or something else.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[a]ll actions taken by Anthem as a result of the review" and "all actions taken by Anthem in response to the 'potential risks' identified by the review" across an undefined time period. Such a Topic lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks testimony regarding actions taken "as a result of" or "in response to" the review, as it requires speculation regarding the causal connection between the review and any subsequent corporate actions, which may be impossible to establish with certainty.

Anthem further objects to this Topic to the extent it seeks testimony regarding actions taken in response to "potential risks" identified by the review, as it calls for conclusions regarding the nature and significance of regulatory or compliance risks, which may implicate disputed legal issues in this litigation.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning: (i) the objectives of the review described in Government Exhibit 2058; and (ii) the results of the review described in Government Exhibit 2058.

**Topic n:**

MMC 20/20's audit of Anthem's Chart Review Program, including:

i. The purpose of the audit;

ii. Who retained MMC to perform the audit;

iii. the identity and role of anyone at Anthem involved in the audit;

iv. The results of the audit; and

v. Any actions Anthem took as a result of the audit.

**Objections and Response to Topic n:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem" and "Chart Review Program."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "MMC 20/20's audit of Anthem's Chart Review Program," "the purpose," "involved in the audit," "results of the audit," and "actions Anthem took as a result of the audit" are undefined and subject to varying interpretations. For purposes of responding to this Topic, Anthem interprets "MMC 20/20's audit of Anthem's Chart Review Program" to refer to the "Chart Review Audit: Summary of MMC Findings & Action Plan," conducted by MMC 20/20, that is reflected in ANTHEM_SDNY_R_00216241.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding every single individual "involved in the audit" and "[a]ny actions Anthem took as a result of the audit" across an undefined time period. Such a Topic lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding actions taken "as a result of the audit," as it requires speculation regarding the causal connection between the audit findings and any subsequent corporate actions, which may be impossible to establish with certainty.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning: (i) the general purpose of the "Chart Review Audit: Summary of MMC Findings & Action Plan;" (ii) the entity that retained MMC 20/20 for purposes of the "Chart Review Audit: Summary of MMC Findings & Action Plan;" (iii) the identities of non-legal Anthem Employees who worked with MMC 20/20 on the "Chart Review Audit: Summary of MMC Findings & Action Plan;" and (iv) the formal audit results of the "Chart Review Audit: Summary of MMC Findings & Action Plan."

**Topic o:**

The identity of the person that authored the following sentence in a "comment grid," ANTHEM_SDNY_R_00125408, and all actions taken by Anthem in response to the following sentence:

i. "I actually believe we should be . . . if we review the chart that ties to a date of service for which we have submitted a code (from a claim) that is not supported. Not just add new codes."

**Objections and Response to Topic o:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretation of the Definition of "Anthem."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the phrases "actions taken by Anthem" and "in response to the following sentence" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "actions taken by Anthem," and whether this includes formal, documented actions taken by the corporation at large, informal actions taken by individual Employees, or something else. Similarly, it is unclear what is meant by "in response to the following sentence," and whether this includes actions taken by Anthem Employees directly linking their actions to this specific statement in this specific Document, informal actions indirectly related to this statement, or something else.

Anthem further objects to this Topic to the extent that it incorrectly quotes the relevant Document and in a fashion that is misleading.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "all actions taken by Anthem" across an undefined time period. Such a Topic lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks testimony regarding actions taken "in response to" the quoted sentence, as it requires speculation regarding the causal connection between an isolated comment and any subsequent corporate actions, which may be impossible to establish with certainty.

Anthem further objects to this Topic to the extent it seeks testimony regarding a single sentence extracted from a larger Document without appropriate context, which may lead to misleading or incomplete testimony.

Anthem further objects to this Topic to the extent it seeks to establish that Anthem took or should have taken corporate action based on a single Employee's comment in an internal Document, as it improperly conflates individual Employee statements with corporate knowledge, policy, or action.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning the identity of the person who authored the quoted sentence in Topic (o).

**Topic p:**

Chart Review programs conducted by Simply Healthcare Plans or any other Anthem plans or subsidiaries where the Chart Review resulted in both Additions and Deletions of Diagnosis Codes.

**Objections and Response to Topic p:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and

interpretations of the Definitions of "Anthem," "Additions," "Chart Review," "Deletions," and "Diagnosis Code."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "conducted by" and "resulted in both Additions and Deletions" are undefined and subject to varying interpretations.

Anthem further objects to this Topic as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it purports to encompass "any other Anthem plans or subsidiaries" across an undefined time period, and requires an investigation into those "plans or subsidiaries" regardless of their relevance to the allegations in the Amended Complaint. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding Simply Healthcare Plans and other "Anthem plans or subsidiaries," information which is not related to Anthem's Chart Review Program and is not relevant to the claims and defenses in this litigation.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that it seeks information about a distinct entity other than Anthem, Inc. with independent business practices.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

In light of the foregoing General and Specific Objections, Anthem will not designate a witness or witnesses to testify about this Topic.

**Topic q:**

Complete membership and function of the committee known as the Medicare Risk Adjustment Policy Committee (MRAPC) and any decisions or guidance from that committee relating to Deletion of Diagnosis Codes.

**Objections and Response to Topic q:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Deletion" and "Diagnosis Code."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "function" and "decisions or guidance" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "function," and whether this includes the committee's formal charter or bylaws, its informal operating practices, its decision-making authority, its advisory role, or something else. Similarly, it is unclear what is meant by "decisions or guidance" and whether this includes formal guidance, informal discussions, or something else.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding the "[c]omplete membership" of the committee across an undefined time period, which may encompass every individual who attended any such meeting or was otherwise involved in the committee. Similarly, the Topic seeks testimony regarding "any decisions or guidance from that committee relating to Deletion of Diagnosis Codes" over an undefined time period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic to the extent it seeks information that can be more efficiently sought through written discovery or a Document request, and to the extent it is duplicative of discovery Plaintiff has already received.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem will designate a witness or witnesses to testify, based on a reasonable inquiry, Concerning: (1) the membership of the "Medicare Risk Adjustment Policy Committee" from January 1, 2015 through March 1, 2017; and (2) the general function of the "Medicare Risk Adjustment Policy Committee" from January 1, 2015 through March 1, 2017.

**Topic r:**

All instances in which Anthem performed claims validation or an Anthem employee recommended performing claims validation including:

i. The identity of the employee that recommended performing claims validation (if applicable);

ii. Why Anthem did not perform claims validation (if applicable)

iii. Why Anthem performed claims validation (if applicable);

iv. How Anthem performed claims validation (if applicable);

v. Who was involved in the decision to perform claims validation and how it was performed (if applicable).

**Objections and Response to Topic r:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem" and "Employee."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "performed," "claims validation," "recommended," "involved in," and "decision" are undefined and subject to varying interpretations. For example, it is unclear what is meant by "claims validation," and whether this includes a specific formal process, any comparison of diagnosis codes to claims data, quality assurance procedures, or something else.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[a]ll instances in which Anthem performed claims validation" and "[a]ll instances in which . . . an Anthem employee recommended performing claims validation" across an undefined time period. Additionally, this Topic seeks testimony regarding instances in which an Employee "recommended" performing claims validation, which requires speculation regarding informal Communications, suggestions, or thoughts that may not have been documented and may be impossible to identify years after the fact. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes five subtopics, several of which include sub-subtopics.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem is willing to meet and confer with Plaintiff regarding the specific testimony Plaintiff seeks in response to this Topic.

**Topic s:**

All productivity goals, quotas, or performance metrics applicable to any Anthem employees that had any involvement in the development or implementation of the Chart Review Program, including any Anthem employees that had any roles or responsibilities relating to the Chart Review Program's compliance with CMS requirements, including how such goals, quotas, or performance metrics were formulated, implemented, enforced, and modified; the employee(s) involved in formulating, implementing, enforcing, and modifying the goals, quotas, or performance metrics, and their respective roles; and how and where the goals, quotas, or performance metrics were memorialized.

**Objections and Response to Topic s:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Anthem," "Chart Review Program," and "Employee."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "productivity," "goals, quotas, or performance metrics," "applicable to any Anthem employees," "involvement in the development or implementation," "compliance with CMS requirements," and "formulated, implemented, enforced, and modified" are undefined and subject to varying interpretations.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[a]ll productivity goals, quotas, or performance metrics" for "any Anthem employees that had any involvement in the development or implementation of the Chart Review Program" across an undefined time period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information regarding internal Employee productivity metrics and performance goals that are not relevant to the claims alleged in the Amended Complaint.

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes many subtopics, several of which include sub-subtopics and some of which have little or no connection to the original topic.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem is willing to meet and confer with Plaintiff regarding the specific testimony Plaintiff seeks in response to this Topic.

**Topic t:**

All financial goals, quotas, or performance metrics applicable to the Chart Review Program (including all instances where the goal, quota, or metric was put in place in order to fill a "gap," "shortcoming," or any other loss in revenue from another program or otherwise), including how such goals, quotas, or performance metrics were formulated, implemented, enforced, and modified; the employee(s) involved in formulating, implementing, enforcing, and modifying the goals, quotas, or performance metrics, and their respective roles; and how and where the goals, quotas, or performance metrics were memorialized.

**Objections and Response to Topic t:**

Anthem incorporates by reference each of the above-stated General Objections and Specific Objections to Definitions as if fully set forth herein, including its objections to and interpretations of the Definitions of "Chart Review Program" and "Employee."

Anthem further objects to this Topic on the grounds that it is vague and ambiguous because the terms and phrases "financial goals, quotas, or performance metrics," "put in place," "in order to fill," "employee(s) involved in," and "formulating, implementing, enforcing, and modifying" are undefined and subject to varying interpretations.

Anthem further objects to this Topic on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks testimony regarding "[a]ll financial goals, quotas, or performance metrics" and "all instances where the goal, quota, or metric was put in place in order to fill a 'gap,' 'shortcoming,' or any other loss in revenue from another program or otherwise" across an undefined time period. Such a Topic is virtually limitless in scope and lacks the reasonable particularity required by Fed. R. Civ. P. 30(b)(6).

Anthem further objects to this Topic on the grounds that it is vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case because it includes many subtopics, several of which include sub-subtopics and some of which have little or no connection to the original topic.

Anthem further objects to this Topic to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, the common interest doctrine, or any other applicable privilege protection or doctrine.

Subject to and without waiving the foregoing General and Specific Objections, Anthem is willing to meet and confer with Plaintiff regarding the specific testimony Plaintiff seeks in response to this Topic.

Dated: April 20, 2026

Respectfully submitted,

By: /s/ *Adam Levine*

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*Attorneys for Defendant Anthem, Inc.*

**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | |
|---|---|
| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>v.<br><br>ANTHEM, INC.,<br><br>Defendant. | Case No. 1:20-cv-02593-ALC-KHP<br><br>Assigned to Hon. Andrew L. Carter, Jr.<br>Assigned to Hon. Katherine H. Parker<br><br>ANTHEM INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFF UNITED STATES OF AMERICA'S RULE 30(B)(6) NOTICE |

**CERTIFICATE OF SERVICE**

I, Adam Levine, certify that on April 20, 2026, I served a true and accurate copy of Defendant Anthem, Inc.'s Responses and Objections to Plaintiff United States of America's Rule 30(b)(6) Notice to Plaintiff United States of America via electronic mail to Plaintiff's counsel of record:

Assistant United States Attorney Peter Aronoff (Peter.Aronoff@usdoj.gov)
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Dated: April 20, 2026

*/s/ Adam Levine*
Adam Levine

# Exhibit D

# Risk Adjustment Certification Reports - Payment Year 2016 (Dates of Service 2015)

**Confirmation #:** 656

**ATTACHMENT B**

**ATTESTATION OF RISK ADJUSTMENT DATA INFORMATION RELATING TO CMS PAYMENT TO A MEDICARE ADVANTAGE ORGANIZATION, MEDICARE MEDICAID PLAN OR PACE ORGANIZATION**

Pursuant to the contract(s) between the Centers for Medicare & Medicaid Services (CMS) and BLUE CROSS OF CALIFORNIA (H0564), hereafter referred to as the MA Organization, governing the operation of the following Medicare Advantage and Medicare Advantage-Prescription Drug plans 055, 056, 058, 059, 060, 061, 062, 063, 067, 068, 069, 070, 801, 810, 811, the MA Organization hereby requests payment under the contract, and in doing so, makes the following attestation concerning CMS payments to the MA Organization. The MA Organization acknowledges that the information described below directly affects the calculation of CMS payments to the MA Organization or additional benefit obligations of the MA Organization and that misrepresentation to CMS about the accuracy of such information may result in Federal civil action and/or criminal prosecution.

The MA Organization has reported to CMS for the period of January 1, 2015, to December 31, 2015, all risk adjustment data (*inpatient hospital, outpatient hospital, and physician*) available to the MA Organization, Medicare Medicaid Plan or PACE Organization as of the applicable deadline(s), with respect to the above-stated MA, MMP, and MA-PD plans. Based on best knowledge, information, and belief as of the date indicated below, all information submitted to CMS in this report is accurate, complete, and truthful.

MARC RUSSO on behalf of

BLUE CROSS OF CALIFORNIA (H0564)

10/15/2018

Close

# Exhibit E

Document Filed Under Seal

# Exhibit F

Document Filed Under Seal

# Exhibit G

Document Filed Under Seal

# Exhibit H

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