

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

GUARDIAN FLIGHT LLC, et al.,

Plaintiffs,

v.

**AETNA LIFE INSURANCE
COMPANY, et al.,**

Defendants.

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Civil Action No. 3:24-cv-00680-MPS

**PLAINTIFFS’ OPPOSED MOTION TO DE-DESIGNATE
AND UNSEAL AETNA-RELATED SUMMARY JUDGMENT DOCUMENTS**

Plaintiffs Guardian Flight, LLC (“Guardian Flight”), REACH Air Medical Services, LLC (“REACH”), CALSTAR Air Medical Services, LLC (“CALSTAR”), Med-Trans Corporation (“Med-Trans”), Air Evac EMS, Inc. (“Air Evac”), and AirMed International LLC (“AirMed”) (collectively “Plaintiffs”) file this Opposed Sealed Motion to De-Designate and Unseal Aetna-Related Summary Judgment Documents (“Motion”) and would respectfully show the Court as follows:

INTRODUCTION

Plaintiffs move to de-designate and unseal deposition excerpts and exhibits that were filed under seal as part of summary judgment briefing because Aetna had designated them as “Confidential” during discovery. The information contained within, far from being competitively sensitive, describes Aetna’s general claims processes, federal Independent Dispute Resolution (“IDR”) eligibility policies, and general business practices—the type of information that courts in this Circuit routinely decline to seal.

Specifically, Plaintiffs seek to de-designate and unseal excerpts from four Aetna witness depositions and corresponding deposition exhibits. Each of these documents was attached to either

Plaintiffs’ or Aetna’s summary judgment briefing and filed under seal in accordance with the procedures required by the protective order entered in this proceeding. Doc. 112-2.

Judicial documents warrant a strong presumption of public access under the common law and the First Amendment, a presumption that the Second Circuit recognizes is heightened at the summary judgment stage. To overcome this presumption, Aetna must make a particularized, specific demonstration of harm and not broad or generalized assertions of competitive injury.

Aetna cannot do so here. The testimony and exhibits that Plaintiffs seek to de-designate and unseal address two categories of information: (1) Aetna’s IDR claims processes and policies, and (2) general descriptions of Aetna’s internal business operations. Neither category constitutes commercially sensitive or proprietary information that could result in competitive injury, and Aetna has offered no particularized basis for different treatment here. Further, Aetna has selectively disclosed portions of policies suggesting it complied with federal law, while claiming as confidential [REDACTED]. The public should be able to review all of Aetna’s IDR policies in connection with this Court’s summary judgment ruling.

RELEVANT BACKGROUND

On August 1, 2024, this Court entered the Parties’ Agreed Protective Order. *See* Docs. 112–2, 130. Under the Protective Order, either party may designate discovery materials as “Confidential” if the designating party believes in good faith that the materials contain confidential business information. Doc. 112–2. The Protective Order also establishes a mechanism for challenging such designations. *Id.* at 13. Specifically, the Protective Order requires the parties to confer on a disputed designation and, if the matter cannot be resolved, to present the dispute to the Court by motion. *Id.* at 13–14.

During discovery, Plaintiffs deposed multiple Aetna witnesses. For each of these depositions, Aetna designated the transcript and corresponding exhibits as “Confidential” under

the Protective Order. As a result, Plaintiffs filed all of their summary judgment evidence related to Aetna under seal.

Aetna previously filed of record, without redaction, some of the same materials it now seeks to maintain as “Confidential.” For example, all of the following information has been publicly filed: page 84 of the June 27, 2025 Katherine O’Brien Deposition, the first sentence of its “Arbitration Rework Follow Up Policy” document, and the bottom two paragraphs of its “Claim Processing Rework for Claims Aetna Loses and the Provider Wins.” *See, e.g.*, Doc. 361–4 at p. 4 (publicly filed deposition transcript); Doc. 361–2 (publicly filed arbitration rework follow up policy); and Doc. 361–3 (publicly filed claim processing rework policy).

Plaintiffs move to de-designate and unseal only those portions of the Aetna testimony and exhibits that have been filed with the Parties’ summary judgment briefing. In particular, the following Exhibits attached hereto:

Motion Exhibit	Description	Summary Judgment ECF
A	June 27, 2025 Katherine O’Brien Transcript Excerpts	357–6 and 369–4 (Plaintiffs); 361–4 and 373–4 (Aetna)
B	March 12, 2026 Katherine O’Brien Transcript Excerpts	357–4 and 369–9 (Plaintiffs); Doc. 377–2 (Aetna)
C	December 2, 2025 Amy Baillargeon Transcript Excerpts	357–7 and 369–7 (Plaintiffs); 356–5 and 373–12 (Aetna)
D	April 23, 2025 Regina Yeager Transcript Excerpts	357–5 and 369–5 (Plaintiffs); 356–3 and 377–4 (Aetna)
E	Exhibit 27 to March 12, 2026 Katherine O’Brien Deposition (AET-0017482 – AET-0017559)	357–3 at 102–180 and 369–3 (Plaintiffs)
F	Exhibit 1 to April 23, 2025 Regina Yeager Deposition (No Bates)	369–8 at 4–10 (Plaintiffs)

G	AET-0000257; AET-0000295	373–16 at 9–10 and 361–2 (Aetna)
H	AET-0001875	373–16 at 11–12 and 361–3 (Aetna)

Pursuant to Paragraph 11 of the Protective Order, Plaintiffs notified Aetna that they intended to challenge the “Confidential” designations for the deposition testimony of the three Aetna witnesses listed above (“Depositions”). Plaintiffs’ proposed confidentiality designations were designed to protect what they viewed as legitimate competitively or personally sensitive information in the Depositions and corresponding exhibits.¹ As a result of Plaintiffs’ proposal, Aetna withdrew some designations, but has refused to withdraw others, leading to this Motion. For each attached Exhibit, information over which Aetna claims confidentiality is highlighted in yellow, and information over which Plaintiffs are not challenging confidentiality is highlighted in green. The Parties agree that the remaining unhighlighted text is not confidential. Accordingly, this Court need only decide whether the information highlighted in yellow is properly accessible by the public.

LEGAL STANDARD

In deciding whether to unseal filed materials, courts in the Second Circuit conduct a three-step inquiry: “First, the court determines whether the record at issue is a judicial document—a document to which the presumption of public access attaches. Second, if the record sought is a judicial document, the court proceeds to determine the weight of the presumption of access to that document. Third, the court must identify all of the factors that legitimately counsel against

¹ While Plaintiffs provided what they viewed as appropriate designations for all of the Deposition transcripts, this Motion only concerns those portions of the transcripts which were actually cited in the Parties’ summary judgment briefing.

disclosure of the judicial document and balance those factors against the weight properly accorded the presumption of access.” *Stafford v. Int’l Bus. Machines Corp.*, 78 F.4th 62, 69–70 (2d Cir. 2023) (cleaned up).

“There is a strong presumption of public access to judicial documents, or items filed with the court that are relevant to the performance of the judicial function and useful in the judicial process.” *Standard Inv. Chartered, Inc. v. Nat’l Ass’n of Sec. Dealers, Inc.*, 621 F. Supp. 2d 55, 61 (S.D.N.Y. 2007) (internal quotations and citations omitted). A document is relevant to the performance of the judicial function if it “would reasonably have the *tendency* to influence a district court’s ruling on a motion or in the exercise of its supervisory powers, without regard to which way the court ultimately rules or whether the document ultimately in fact influences the court’s decision.” *Brown v. Maxwell*, 929 F.3d 41, 49 (2d Cir. 2019) (emphasis in original). “[D]ocuments submitted to a court for its consideration in a summary judgment motion are—as a matter of law—judicial documents to which a strong presumption of access attaches[.]” *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 121 (2d Cir. 2006).

A party seeking to keep judicial documents under seal must meet a “more demanding standard of good cause.” *In re Terrorist Attacks*, 454 F. Supp. 2d 220, 222–23 (S.D.N.Y. 2006). A showing of good cause requires “a particular and specific demonstration of fact, as distinguished from stereotyped and conclusory statements.” *Negron v. Cigna Corp.*, 2020 WL 13303130, at *2 (D. Conn. May 29, 2020) (internal citations omitted). Broad or generalized allegations of harm are insufficient, and blanket sealing is disfavored. *Id.* at *2–3. The harm must be significant, “not a mere trifle.” *Burks v. Stickney*, 2017 WL 1401312, at *4 (N.D.N.Y. Apr. 19, 2017) (internal citation omitted). Importantly, “documents used by parties moving for, or opposing, summary

judgment should not remain under seal absent the most compelling reasons.” *Joy v. North*, 692 F.2d 880, 893 (2d Cir. 1982).

ARGUMENTS & AUTHORITIES

Aetna designated the entirety of each Deposition and nearly all exhibits as “Confidential.” Here, the testimony and documents that Plaintiffs seek to de-designate bear on Aetna’s handling of IDR awards, including its processes and IDR determination processing and payment practices. This testimony, cited in the Parties’ summary judgment briefing, is not competitively sensitive information that, if divulged, would result in specific harm to Aetna. For these reasons, the testimony and documents identified in Exhibits A–H do not warrant any protection and should be unsealed.

I. Plaintiffs seek to de-designate and unseal Aetna’s IDR policies and procedures, which do not warrant confidential treatment and cannot harm Aetna’s competitive standing.

As noted above, the Second Circuit notes that materials used in summary judgment briefing carry a strong presumption of public access and should not be sealed absent the most compelling reasons. *Joy*, 692 F.2d at 892. In the insurance context, compelling reasons are genuinely proprietary material (such as confidential pricing, underwriting, and reinsurance information) that is “critical to [a company’s] ability to compete in the insurance marketplace.” *Thor Equities, LLC v. Factory Mut. Ins. Co.*, 2023 WL 6382684 at *1 (S.D.N.Y. Sept. 29, 2023). Here, there are no compelling reasons against disclosure of the testimony and documents regarding the way Aetna processes IDR awards for payment or the circumstances under which it refuses to pay awards.

To begin, Aetna cannot show how revealing information about its IDR claims procedures, which are nothing more than a subset of general claims handling policies and practices, would result in any particularized harm. Courts have found that this type of information is not competitively sensitive and thus declined to keep it under seal. *See, e.g., Negron*, 2020 WL

13303130 at *8 (de-designating and unsealing information on Cigna’s claims processes and adjudications, including its ability to reprocess claims); *Professional, Inc. v. Progressive Cas. Ins. Co.*, 2020 WL 502626, at *3 (W.D. Pa. Jan. 31, 2020) (holding that defendant’s conclusory assertion “that its claims handling policies [were] unique and essential to maintaining a competitive edge” was insufficient to warrant sealing); *Feltington v. Hartford Life Ins. Co.*, 2021 WL 5577924 at *4 (E.D.N.Y. Nov. 30, 2021) (noting that an internal policy not to re-visit internal appeal determinations despite the submission of new evidence “of course, does not rise to the level of sensitive business information that requires protection from public access”).

Negron v. Cigna Corp., decided in this District, is instructive. 2020 WL 13303130 (D. Conn. May 29, 2020). There, Cigna sought to keep a series of exhibits under seal, including internal policies and practices providing a general overview of Cigna’s claim processes. *Id.* at *5. Cigna argued these policies contained “commercially sensitive information” and provided a “detailed overview” of its internal business practices “for use in its claims adjudication systems.” *Id.* In finding the information was neither “highly proprietary,” nor would result in “significant competitive harm” if disclosed, the court noted that the documents identified no clients or customers, and that the policies were general overviews of how Cigna adjudicates claims. *Id.* Thus, the court dismissed Cigna’s arguments and unsealed the exhibits. *Id.*

Feltington v. Hartford Life Ins. Co. is also instructive. 586 F. Supp. 3d 146, 155 (E.D.N.Y. 2022). There, an insurance company sought to keep its claims handling information under seal. *Id.* at 155. The company claimed that its internal policy not to revisit its internal claims appeal determinations, even upon receipt of new information indicating the decision was wrong, was proprietary commercial information that could be used to place it at a competitive disadvantage. *Id.* at 156–57. The insurance company maintained that its claims practices were confidential—a

position that the court noted “border[ed] on delusion,” and found no support in case law. *Id.* at 155. In reality, the insurance company was attempting to keep from public scrutiny its inequitable policy of refusing to consider new information proving that a claim had merit and should have been paid. The court had no trouble concluding that the public was entitled to know about this practice in connection with the ultimate adjudication of the claims at issue in that lawsuit. *Id.* at 157.

Similarly here, Aetna’s IDR claims processes and procedures are not competitively sensitive and are the type of general operational information that courts have consistently found unworthy of confidential protection. For example, Aetna designated as confidential the testimony from one of its witnesses regarding its policy [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. A at 14, Doc. 357–6 at 110:6–14. Aetna also marked as confidential testimony by one of its witnesses on this issue (which Plaintiffs reference as [REDACTED])

[REDACTED] Ex. B at 19, Doc. 357–4 at 75:7–24. Specifically, Aetna designated as confidential testimony by its witness regarding [REDACTED]

[REDACTED]

[REDACTED] Ex. B at 19, Doc. 357–4 at 75:7-24. In another instance, Aetna designated as confidential the testimony of its witness regarding [REDACTED]

[REDACTED] Ex. C at 22, Doc. 357–7 at 52:2–11. None of this testimony warrants confidential treatment or sealing.

Aetna’s internal policies on handling IDR payment determinations are akin to the insurer’s internal policies on handling appeals from claim denials in *Feltington*, which the court noted “of

course” was not sensitive business information. *See* 2021 WL 5577924 at *4. Additionally,

directly informs summary judgment as it bears on Plaintiffs’ claim under the NSA and ERISA for payment of unpaid awards as well as its claim under CUTPA for bad faith claims settlement practices. And not only does it directly inform summary judgment, it is also not information a competitor can use to gain an advantage in the marketplace.

How Aetna processes IDR awards,

is not information “critical” to its ability to compete in the marketplace. There is no advantage a competitor can gain by knowing

As another example, Aetna designated testimony of its witness regarding

Ex. D at 44, Doc. 357–5 at 143:10–13. This is information that is plainly of no use to any Aetna competitor.

Aetna’s claims-process information is of the same character as Cigna’s claims process information in *Negron*. Just as those documents did not implicate any competitive harm if disclosed, the documents Aetna has designated as confidential do not do so. *See, e.g.*, Ex. G, AET-0000257, AET-0000295 (Docs. 373–16 at 8–10 and 361–2 at 1–2), Ex. H, AET-0001875 (Docs. 373–16 at 11–12 and 361–3 at 1–2), Ex. E, AET-0017482–AET-0017559 (Docs. 357–3 at 102–180 and 369–3 at 4–82), Ex. F at 5–11, Doc. 369–8 at 3–10. IDR claims processing policies are, however, critical to this case as it informs Aetna’s decision to pay (or not pay) IDR awards.

II. Aetna’s selective and partial disclosure of policies that suggest compliance further supports full disclosure.

Aetna has strategically made public documents suggesting its “policy” is to pay IDR awards within thirty days as required by the NSA. For instance, Aetna filed AET-0001875 as part of its summary judgment submissions, leaving unredacted the bottom two paragraphs that state “the decision made by the IDRE, is binding on all parties” and that “when the provider prevails...we issue payment...within 30 days of the date of the IDRE’s written decision.” Doc. 361–3. Yet Aetna claims as “confidential” its written policies and testimony that reflect [REDACTED]

[REDACTED] As another example, Aetna claims confidentiality over its [REDACTED]
[REDACTED] *see* Ex. E, and the testimony on implementing that policy, *see* Ex. A at 9–12, 14–15.

Aetna’s selective and partial public disclosure of policies favorable to its position in this lawsuit is akin to a party using privilege as both a sword and a shield. *See In re Grand Jury Proceedings*, 219 F.3d 175, 182 (2d Cir. 2000) (“fairness considerations arise when the party attempts to use the privilege both as ‘a shield and a sword.’”). Here, Aetna should not be permitted to disclose self-serving policies in an attempt to shape the public narrative while claiming confidentiality over the rest. Fairness entitles the public to the complete picture in connection with this Court’s summary judgment decisions.

III. The public interest favors disclosure of the Depositions and exhibits.

No doubt, Aetna wishes to keep all of its IDR policies and procedures in the dark and under seal. But sunlight is the best disinfectant, and the public has a strong interest in learning of all of Aetna’s IDR policies, not just the ones it wants them to see. *See Lugosch*, 435 F.3d at 119 (The “right of public access to judicial documents is firmly rooted in our nation’s history.”). Indeed,

emergency healthcare providers all over the country have been wondering why they have not been timely paid, or paid at all, and they deserve the answer.

Currently, all of the evidence related to Aetna that Plaintiffs attached to their summary judgment motion, Doc. 357, is under seal. As summarized by Plaintiffs' attorneys at a public hearing, Aetna "has ignored the process . . . after the award comes in, it...does its own analysis of eligibility based on what's in the files, and then doesn't pay the award and doesn't even tell us they're not paying it." Doc. 330–1 at 87. This information is a matter of significant public interest in connection with the Court's summary judgment rulings. Plaintiffs contend those practices are unlawful. Maintaining blanket confidentiality over this information would undermine the transparency and public accountability that the presumption of access is designed to promote. For these reasons, Plaintiffs' Motion should be granted.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion.

Dated: July 8, 2026

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Attorneys for Plaintiffs

CERTIFICATE OF CONFERENCE

I hereby certify that on June 22, 2026, I emailed counsel for Aetna regarding the relief requested in this Motion and provided a copy of the designations being challenged. Aetna requested additional time to consider the request, and Plaintiffs have provided it with over two weeks. As of 5:00 p.m. E.T. on July 8, 2026, Aetna has not provided its position on any document at issue.

/s/ Dewey J. Gonsoulin III

Dewey J. Gonsoulin III

CERTIFICATE OF SERVICE

I certify that on July 8, 2026, a true and correct copy of the foregoing was served electronically on all counsel of record.

/s/ Adam T. Schramek
Adam T. Schramek

Exhibit A

FILED
UNDER SEAL

Exhibit B

FILED
UNDER SEAL

Exhibit C

FILED
UNDER SEAL

Exhibit D

FILED
UNDER SEAL

Exhibit E

FILED
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Exhibit F

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Exhibit G

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Exhibit H

FILED
UNDER SEAL

General Information

Case Name	Guardian Flight LLC et al v. AETNA Life Insurance Company Inc et al
Court	U.S. District Court for the District of Connecticut
Date Filed	Thu Apr 11 00:00:00 EDT 2024
Judge(s)	Michael P. Shea
Federal Nature of Suit	Statutes: Other Statutory Actions [890]
Docket Number	3:24-cv-00680
Parties	AETNA Life Insurance Company Inc; Global Medical Response, Inc.; REACH Air Medical Services, LLC; CVS Pharmacy, Inc.; Cigna Health and Life Insurance Co.; Reach Air Medical Services LLC; Aetna Health Inc; Aetna Health and Life Insurance Company; CVS Health Corporation; Calstar Air Medical Services, LLC; Med-Trans Corporation; Air Evac EMS, Inc.; Guardian Flight LLC; AirMed International, LLC