

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

GUARDIAN FLIGHT, LLC, *et al.*,

§

§

Plaintiffs,

§

§

v.

§

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

§

AETNA LIFE INSURANCE

§

COMPANY, *et al.*,

§

§

Defendants.

§

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

Aetna Health, Inc., Aetna Life Insurance Co., and Aetna Health and Life Insurance Co. (“Aetna”) respectfully submit this Response to Plaintiffs’ Motion to De-Designate and Unseal Aetna-Related Summary Judgment Documents (“Motion”). Dkt. 394. Aetna does not oppose public access to many of the materials at issue. To the contrary, **Aetna has narrowed its confidentiality designations in direct response to the Motion**, and the revised exhibits attached hereto reflect Aetna’s substantially reduced confidentiality position.

I. BACKGROUND

Plaintiffs and Aetna moved to seal certain exhibits attached to their respective summary judgment filings. Dkts. 356, 359, 371-72. On August 1, 2024, the Court entered the Parties’ Agreed Protective Order. *See* Dkts. 112-2, 130. The Protective Order permits either party to designate discovery material as “Confidential” where the designating party, in good faith, believes the material contains confidential business information. Dkt. 112-2. It also establishes a process for

**ORAL ARGUMENT
REQUESTED**

challenging such designations, requiring the parties to meet and confer and, if no agreement can be reached, present the dispute to the Court by motion. *Id.* at 13-14.

Pursuant to Paragraph 11 of the Protective Order, Plaintiffs notified Aetna that they intended to challenge Aetna's confidentiality designations for portions of the deposition testimony of three Aetna witnesses and related exhibits. The parties engaged in the required meet-and-confer process. During those discussions, Aetna undertook a comprehensive review of the challenged designations and substantially narrowed the set of information it continued to designate as confidential, withdrawing numerous designations and limiting its confidentiality claims to discrete portions of the deposition testimony and exhibits. The parties first engaged in the de-designation process in March and April. During that process, Aetna reviewed the challenged materials and provided Plaintiffs with proposed redactions reflecting the portions Aetna continued to maintain as confidential. Plaintiffs did not raise any further concerns regarding those proposed redactions until June 2026. At that time, Aetna's counsel was preparing for, and participating in, a final arbitration hearing. Aetna promptly advised Plaintiffs that it needed additional time to confer with its client and complete its review. Plaintiffs nevertheless filed their Motion before Aetna could complete that process. Since then, Aetna has conducted an additional review with its client and has substantially narrowed the proposed redactions beyond those previously provided to Plaintiffs.

Aetna has withdrawn its confidentiality designation as to Exhibit A in its entirety and has substantially reduced the portions designated as confidential in Exhibits B, C, D, and F. Aetna maintains that Exhibit E is confidential in its entirety. Accordingly, the scope of the dispute presently before the Court is materially narrower than the one presented in Plaintiffs' Motion. Aetna's revised exhibits use the same color-coding employed by Plaintiffs to identify the remaining dispute:

Yellow highlighting identifies the information Aetna continues to claim as confidential and properly sealable, and which remains in dispute before the Court;

Green highlighting identifies information that both Plaintiffs and Aetna agree is confidential and should remain filed under seal;

The remaining, yellow-highlighted material represents only a small fraction of the material originally designated as confidential and is narrowly limited to current proprietary operational, technical, and internal business information, the disclosure of which would reveal non-public methodologies and create a concrete competitive disadvantage.

II. LEGAL STANDARD

The public's right of access to judicial proceedings is fundamental. *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-120 (2d Cir. 2006). However, the public's right of access is not absolute. Court documents may be sealed where "specific, on the record findings are made demonstrating that 'closure is essential to preserve higher values and is narrowly tailored to serve that interest.'" *Press-Enterprise Co. v. Superior Court*, 478 U.S. 1, 13-14 (1986). At the adjudication stage, however, different considerations apply because summary judgment is a formal act of government, and documents used by parties moving for or opposing summary judgment should not remain under seal absent the most compelling reason. *Joy v. North*, 692 F.2d 880, 893 (2d Cir. 1982). As this Court has recognized, the presumption of public access applicable to documents submitted in connection with dispositive motions is higher than the presumption applicable to documents filed in connection with discovery disputes. Dkt. 395 (quoting *Brown v. Maxwell*, 929 F.3d 41, 50 (2d Cir. 2019)). The party seeking to maintain sealing bears the burden of demonstrating that "higher values" overcome the presumption of access. *Lugosch*, 435 F.3d at 120.

To sustain a sealing request, the movant must make a "particular and specific demonstration of fact" as opposed to "stereotyped and conclusory statements." *Negron v. Cigna*

Corp., 2020 WL 13303130, at *2 (D. Conn. May 29, 2020). Broad allegations of harm are insufficient and “blanket” sealing is disfavored. *Id.* at *2-3. The harm alleged must be “significant” and “not a mere trifle.” *Burks v. Stickney*, 2017 WL 1401312, at *4 (N.D.N.Y. Apr. 19, 2017). Confidential “commercial information” of a business, including trade secrets, confidential research, internal business documents, and information about a business’s operations, has been recognized repeatedly as a proper subject for sealing. *See* Fed. R. Civ. P. 26(c)(1)(G); *Louis Vuitton Malletier S.A. v. Sunny Merch. Corp.*, 97 F. Supp. 3d 485, 511 (S.D.N.Y. 2015). Moreover, “[f]inancial records of a wholly owned business . . . and similar matters will weigh more heavily against access than conduct affecting a substantial portion of the public.” *United States v. Amodeo*, 71 F.3d 1044, 1051 (2d Cir. 1995).

III. ANALYSIS

Unlike the blanket designations rejected in cases such as *Negron*, Aetna does not contend that deposition testimony discussing its general claims-handling processes or IDR compliance policies warrants sealing. Instead, Aetna has affirmatively de-designated such material, including Exhibit A in its entirety. Aetna’s remaining sealing requests apply to Exhibits B through H, with specifically tailored redactions of proprietary information. In each instance, the redacted information Aetna seeks to protect is particularized, proprietary internal data that, if disclosed, would cause specific, cognizable competitive harm. Consistent with the public nature of this filing, Aetna describes below only the general category and character of the information at issue, without reproducing the specific confidential content itself.

A. Exhibit B

Exhibit B consists of excerpts from the March 12, 2026 Rule 30(b)(6) deposition of Katherine Brady O’Brien. First, Aetna requests that the Court allow limited redactions such as names of plan sponsors and claim identification numbers. The privacy interests of these non-party

plan sponsors and patients are substantial and well-recognized as a basis for sealing. *See Matter of N.Y. Times Co.*, 828 F.2d 110, 116 (2d Cir. 1987) (“[T]he privacy interests of innocent third parties . . . should weigh heavily in a court’s balancing equation in determining what portions of motion papers in question should remain sealed or should be redacted.”); *Connecticut Gen. Life Ins. Co. v. BioHealth Lab'ys, Inc.*, No. 3:19-CV-01324 (JCH), 2024 WL 2106837, at *39 (D. Conn. Mar. 1, 2024) (“[R]edacting and sealing the patient names preserves the patients’ privacy interests and the parties’ legal obligations while preserving public access to the remaining relevant information in the exhibits). Additionally, as it pertains to the name of a specific plan sponsor, Plaintiffs have already agreed that this plan sponsor’s name should be redacted where it appears on two other pages of the transcript. Ex. B. at 14:14-15; 19:4, 15; 20:11-12. There is no principled basis to treat the identical, non-public information differently based solely on which page it happens to appear, and Aetna requests that the Court apply the parties’ own agreed treatment consistently throughout the transcript. *Kleftogiannis v. Inline Plastics Corp.*, 411 F. Supp. 3d 216, 232 (D. Conn. 2019) (observing that courts regularly use their “supervisory power” to redact or otherwise restrict access to personally identifying information).

Second, the remaining testimony concerns discrete categories of proprietary information: (1) the names of Aetna’s internal, proprietary systems used to verify plan eligibility, which are not accessible to providers, competitors, or the public (Ex. B. at 19:10-11; 20:9-10, 23; 31:2), and (2) the specific amount of an additional payment that Aetna agreed to make, beyond an initial payment, to resolve one particular claim through a confidential settlement negotiation (Ex. B. at 73:6). Disclosure of the names of Aetna’s internal systems would provide competitors with insight into Aetna’s proprietary technology infrastructure with no corresponding public benefit, since the substance of Aetna’s eligibility-determination position is fully addressed by the surrounding

unredacted testimony. *Volino v. Progressive Cas. Ins. Co.*, No. 21 CIV. 6243 (LGS), 2024 WL 3026030, at *2 (S.D.N.Y. June 14, 2024) (sealing information concerning proprietary software because the court found it was competitively sensitive and could harm the parties if disclosed). Likewise, the confidential settlement payment amount is the kind of individualized commercial and pricing information that satisfies the compelling-reasons standard. *See Consiglio v. Al Dente, LLC*, No. CV156056847S, 2019 WL 647037, at *5-6 (Conn. Super. Ct. Jan. 14, 2019) (finding that disclosure of information relating to confidential negotiations “would expose certain sensitivities” that “could be used by its competitors to gain an advantage in future business dealings”).

Aetna requests that the Court seal the portions highlighted in green and yellow in Aetna’s Exhibit B attached hereto. The redactions are limited: they leave **unredacted** Aetna’s substantive legal position on IDR eligibility and NSA coverage, targeting only the specific plan sponsor name, system names, claim numbers, and settlement discussions described above.

B. Exhibit C

Exhibit C consists of excerpts from the December 2, 2025 deposition of Amy Baillargeon, Executive Director of Specialty Claim and Rework in Aetna’s Commercial Service Operations. Aetna’s redactions to this exhibit are limited to three categories of information: (1) internal performance benchmarks and productivity targets that Aetna’s rework team uses to measure and manage its own performance; (2) internal staffing figures for Aetna’s rework team; and (3) the name of an internal, proprietary automation tool used in claims processing.

Aetna’s internal performance benchmarks and productivity targets are precisely the type of internal goals that distinguish Aetna’s operations from its competitors, and disclosure of the specific figures would allow competitors to measure themselves against, and potentially undercut, Aetna’s operational standards. *See Thor Equities, LLC v. Factory Mut. Ins. Co.*, No. 20 CIV. 3380,

2023 WL 6382684, at *1 (S.D.N.Y. Sept. 29, 2023) (sealing portions of the party's exhibits relating to "sensitive business information regarding the pricing, underwriting, and reinsurance of [the party's] insurance policies that is critical to [the party's] ability to compete in the insurance marketplace."). Similarly, Aetna's internal staffing figures and the name of its proprietary automation tool are facially competitively sensitive operational details with no bearing on the merits of the parties' dispute. *Volino*, 2024 WL 3026030, at *2 (sealing information concerning proprietary software because the court found it was competitively sensitive and could harm the parties if disclosed). The redactions are limited; all other testimony, including whether and how quickly Aetna processes IDR awards, remains fully unredacted and available to the public.

C. Exhibit D

Exhibit D consists of excerpts from the April 23, 2025 deposition of Regina Yeager, Executive Director overseeing Aetna's Federal NSA team. Aetna's redactions to this exhibit are very limited, consisting of: (1) the number of employees staffing Aetna's Federal NSA team; (2) the names of Aetna's internal, proprietary systems and software applications used to track and process IDR disputes; (3) the identity of third-party partnerships Aetna uses in connection with its Federal NSA operations; (4) testimony describing the specific functionality and capabilities of those internal applications and software; and (5) a subset of cost figures associated with operating Aetna's Federal NSA team. Plaintiffs have already agreed that the green-highlighted material is confidential. The yellow-highlights Aetna seeks to seal are limited to the domestic staffing cost figure and the categories identified above, ensuring the parties treat comparable cost information consistently within this exhibit.

Each of these categories reflects proprietary internal staffing, technology, vendor, and cost information that is not otherwise available to the public or to competitors, and that bears directly on Aetna's competitive standing in an industry where operational efficiency and cost management

are central to competition. Public disclosure of this information would allow competitors to understand exactly how Aetna structures its claims operations. *See Grayson v. Gen. Elec. Co.*, 2017 WL 923907, at *3-5 (D. Conn. Mar. 7, 2017) (granting motion to seal references to internal policies and procedures, sealing deposition transcript references to pricing, profits, and sales, as well as internal testing, investigations, and communications). Disclosure would provide competitors with a discrete and valuable window into Aetna's staffing levels, technology capabilities, vendor relationships, and cost structure, while providing no corresponding benefit to the public's understanding of the merits of this litigation.

D. Exhibit E

Exhibit E is an internal Aetna **policy** document (produced as Exhibit 27 to the March 12, 2026 O'Brien deposition, AET-0017482 through AET-0017559) that sets forth, in step-by-step detail across dozens of pages, the internal processes, decision criteria, escalation contacts, and turnaround-time goals and benchmarks that Aetna's staff follow in evaluating, and where appropriate, appealing, IDR determinations. This document is disputed in its entirety.

This document is Aetna's internal operating manual. Its detailed step-by-step processes, internal performance benchmarks, and escalation contacts are precisely the type of information that distinguishes Aetna's operations from its competitors and, if disclosed, would, on its face, provide competitors and IDR claimants alike with a roadmap to anticipate and circumvent Aetna's internal review process. Because the substantial majority of the document consists of this proprietary methodology, interwoven throughout dozens of pages of step-by-step instructions, sealing this document in full—rather than through piecemeal redaction of isolated words—is the only practical means of protecting it.

E. Exhibit F

Exhibit F consists of internal Aetna email status updates regarding Federal NSA/IDR operations, produced as Exhibit 1 to the April 23, 2025 Yeager deposition. Aetna's redactions to this exhibit are limited to: (1) the number of employees or personnel resources, including third-party staffing arrangements, dedicated to Aetna's Federal NSA/IDR operations; (2) the names of Aetna's internal, proprietary systems and automated tools; (3) turnaround-time information; and (4) cost and budget figures, including the identity of an internal subject-matter expert associated with certain cost figures.

Each of these categories reflects proprietary internal staffing, technology, performance, and cost information that is not otherwise available to the public or to competitors, and that bears directly on Aetna's competitive standing. Disclosure would provide competitors with insight into Aetna's staffing levels, technology investments, operational timelines, and cost structure, while providing no corresponding benefit to the public's understanding of the merits of this litigation. The redactions are narrow, limited to the specific figures, names, and cost information described above; the general subject matter of the email chain remains unredacted. Courts have recognized that information of this nature warrants protection from public disclosure. *See Consiglio*, 2019 WL 647037, at *5-6 (finding that information relating to confidential negotiations, business strategy, and private transactions could be used by its competitors to gain an advantage in future dealings).

F. Exhibit G

Exhibit G consists of Aetna's internal **policy** governing the escalation and tracking of past-due rework claims. This document sets forth Aetna's step-by-step internal procedures, including the internal turnaround-time goals and benchmarks by which Aetna measures and escalates its own performance, together with the identities of internal escalation contacts. Aetna previously publicly filed, without redaction, a narrow portion of this document addressing Aetna's

compliance with its statutory payment obligations. Dkt. 361-2 (“To meet the 30 calendar day turn-around time to issue award amounts to the initiating party / provider, follow up is required when an award claim was sent for rework but has not yet been completed.”). Aetna does not claim confidentiality over that previously disclosed language.

However, for the same reasons set forth above with respect to Exhibit E, the remainder of Exhibit G contains detailed internal procedures, performance benchmarks, and escalation contacts that are precisely the type of proprietary methodology that sets Aetna apart from its competitors and that would cause competitive harm if disclosed. Public disclosure of this information would allow competitors to understand exactly how Aetna structures its claims operations. *See Grayson*, 2017 WL 923907, at *3-5 (granting motion to seal references internal policies and procedures, sealing deposition transcript references to pricing, profits, and sales, as well as internal testing, investigations, and communications).

Sealing the highlighted portions of the document, subject to the narrow statutory-compliance carve-out already of public record, is specifically tailored to protect this information while ensuring the public retains access to the portion of the document that bears on Aetna’s substantive legal position, as well as to the surrounding structural and procedural text that Aetna does not claim as confidential.

G. Exhibit H

Exhibit H is an internal Aetna **policy** governing claims processing and rework following adverse IDR determinations. Like Exhibits E and G, this document sets forth Aetna’s step-by-step internal procedures and turnaround-time benchmarks, together with an internal acronym and terminology table. Aetna has already publicly filed, without redaction, the portion of this document confirming that IDR determinations are binding and that Aetna issues payment within 30 days when the provider prevails. Dkt. 361-3. And Aetna does not contest unsealing that portion here.

The remaining content of this document consists of the same category of proprietary, step-by-step internal methodology and performance benchmarks discussed above with respect to Exhibits E and G, disclosure of which would cause the same competitive harm. *See Thor Equities*, 2023 WL 6382684, at *1. Because the already-public paragraphs fully address the substantive legal question of Aetna's stated payment policy, and the redaction of the remaining acronym table and procedural detail is narrowly tailored and no broader than necessary, those redacted portions should remain under seal.

H. The Interest in Maintaining Confidentiality Overrides the Public's Interest

The interest in maintaining the confidentiality of the information Aetna seeks to seal overrides the public's interest in having access to such information. The public has little interest in knowing the PHI of non-party patients or the details of Aetna's internal business policies and financial operations. This conclusion is consistent with the Court's ruling holding that Plaintiffs' deposition excerpts are commercially sensitive information relating to business processes and operations that may cause competitive harm to Plaintiff if disclosed. Dkt. 395. In contrast, non-party patients have a substantial privacy interest in their health information, and Aetna has a substantial interest in preventing the disclosure of information that would reveal its confidential business practices and provide competitors with an unfair advantage. *Kleftogiannis*, 411 F. Supp. 3d at 232 (observing that courts regularly use their "supervisory power" to redact or otherwise restrict access to personally identifying information).

Exhibit A further illustrates why sealing the discrete operational detail contained in the other exhibits at issue here causes no cognizable harm to the public's understanding of this litigation. Ms. O'Brien's description of the SBRT's role and Aetna's general eligibility-review process is precisely the kind of high-level, conceptual explanation of claims-handling practice that satisfies the public interest in understanding how Aetna's IDR process operates without reference

to the specific internal system architecture, staffing levels, or step-by-step decisional criteria reflected in Exhibits E, G, and H. Because the public and the Court already have complete, unredacted access through Exhibit A and similar testimony to the general framework governing Aetna's IDR compliance obligations, the additional operational detail Aetna seeks to protect elsewhere is not necessary to the public's or the Court's understanding of the issues presented by the parties' dispute.

IV. CONCLUSION

For the foregoing reasons, Aetna respectfully requests that the Court (i) deny Plaintiffs' Motion to De-Designate and Unseal (Dkt. 394); (ii) seal Aetna's proposed redactions to Exhibits B, C, D, F, G, and H; (iii) seal Exhibit E in its entirety; and (iv) permit Exhibit A, along with the unredacted/unhighlighted portions of Exhibits B, C, D, F, G, and H not claimed as confidential by any party, to be unsealed and made part of the public record.

Respectfully submitted, this the 29th day of July, 2026.

By: /s/ Jessica Wahl

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AETNA HEALTH AND LIFE
INSURANCE CO.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed electronically on July 29, 2026. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt.

/s/ Jessica Wahl

Jessica Wahl

Exhibit B

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UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT, LLC,
Et Al.,
Plaintiffs,

VS.

AETNA LIFE INSURANCE
COMPANY, ET AL.,
Defendants.

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* CIVIL ACTION NO.
* 3:24-cv-00680-MPS
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** CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER **
REMOTE ORAL AND VIDEOTAPED 30(b)(6) DEPOSITION OF
AETNA LIFE INSURANCE COMPANY, AETNA HEALTH AND LIFE
INSURANCE COMPANY, AND AETNA HEALTH, INC.,
THROUGH ITS DESIGNATED REPRESENTATIVE,
KATHERINE BRADY O'BRIEN
MARCH 12, 2026

DEPOSITION of KATHERINE BRADY O'BRIEN,
produced as a witness at the instance of the
Plaintiffs, and duly sworn, was taken in the
above-styled and numbered cause on the 12th day of
March, 2026, from 2:07 p.m. to 4:57 p.m., before
Christy R. Sievert, CSR, RPR, in and for the State
of Texas, reported remotely by machine shorthand,
pursuant to the Federal Rules of Civil Procedure and
the provisions stated on the record or attached
hereto.

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1 Ms. Weems, we also designate as confidential.

2 MR. SMITH: And good afternoon. This
3 is Ruel Smith of the law firm of Hinshaw &
4 Culbertson on behalf of defendant, Cigna Health and
5 Life Insurance Company.

6 KATHERINE BRADY O'BRIEN,
7 having been first duly sworn,
8 testified as follows:

9 EXAMINATION

10 BY MR. SCHRAMEK:

11 Q. Ms. O'Brien, we've met before, right? I
12 deposed you once?

13 A. You did, yes, sir.

14 Q. All right. And then my colleague deposed
15 you a second time, making this number three, right?

16 A. Yes, sir.

17 Q. I'm going to -- I've committed to keep this
18 to two hours, and I'm hoping this is going to be the
19 last time you have to be deposed in this case.
20 Okay?

21 A. I appreciate that. Thank you, sir.

22 Q. But I do have some questions that I really
23 would like to get answered based on some documents
24 that were produced and things and just to -- to make
25 sure I understand. And it has to do with the issue

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1 conflict and that the services or issues are
2 qualified items and/or services within the scope of
3 the federal IDR process, right?

4 A. This is a copy of a Notice of IDR
5 Initiation from the federal IDR portal for that case
6 number, 2244542, and the attestation box is checked.

7 Q. And you understand that that attestation
8 is, "to the best of my knowledge," right?

9 A. That is what the attestation read, yeah,
10 when -- when this one was checked.

11 (Exhibit No. 4 marked.)

12 BY MR. SCHRAMEK:

13 Q. And so if we go to Exhibit 4, we see the
14 EOB for that dispute proceeding. And so I can
15 connect the dots for you here, on Exhibit 3, you see
16 the Aetna claim number, [REDACTED]?

17 A. Let me go back to that. One second. I
18 apologize, I moved on.

19 ER -- yes. Okay.

20 Q. If we go to Exhibit 4, we see there --

21 A. We see the matching EOB, yes, sir.

22 Q. So this is -- this is the EOB for --
23 sorry -- what became DISP-2244542, right?

24 A. Yes, sir, this is the claim number that
25 they included on that Notice of IDR Initiation for

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1 They just didn't like the way we said it. They
2 suggested different ways of issuing the disclosure,
3 and we followed their suggestion to say it in the
4 way that they preferred we do so.

5 BY MR. SCHRAMEK:

6 Q. And if we look here at the Remarks, the
7 Remarks says nothing about the NSA not applying,
8 does it?

9 MR. SHELLEY: Objection; form.

10 A. No, there's nothing on here that says the
11 NSA does not apply. The absence of the remark on
12 this EOB means the NSA does not apply.

13 BY MR. SCHRAMEK:

14 Q. And if we look at the group name, [REDACTED]
15 [REDACTED] that is an employer group,
16 isn't it?

17 A. This EOB is for a commercial group plan, an
18 employer group.

19 Q. And commercial group plans are included
20 within the scope of the NSA, right?

21 MR. SHELLEY: Objection; form.

22 A. Some commercial --

23 THE WITNESS: I apologize, John.

24 A. Some commercial group plans are included in
25 the scope of the NSA, not all of them.

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1 want to make sure I'm not missing it, that, no,
2 there was another misrepresentation somewhere else.
3 It's because we didn't provide the disclosure, it
4 didn't apply and it shouldn't have been filed;
5 that's what Aetna says, right?

6 MR. SHELLEY: Objection; form, misstates
7 her testimony.

8 A. When the NSA disclosure is not issued on
9 the EOB, the NSA eligibility -- or, excuse me, the
10 NSA did not apply to the services on that claim and
11 IDR should not have been filed. That is the
12 misrepresentation, that IDR was filed stating that
13 NSA applied when it did not.

14 BY MR. SCHRAMEK:

15 Q. And you understand that the -- again, the
16 attestation was to the best of my knowledge, right?

17 MR. SHELLEY: Objection; form.

18 A. I do understand that's what it says, yes,
19 sir, but I don't understand how -- if the disclosure
20 is not on the EOB, why would you -- why would they
21 think the NSA does apply? The EOB will say the NSA
22 applies if the NSA did apply.

23 (Exhibit No. 6 marked.)

24 BY MR. SCHRAMEK:

25 Q. If we look at Exhibit 6, this is a document

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1 Aetna produced in this litigation with that same
2 claim ID we've been looking at, [REDACTED], right?

3 A. This is information about the plan for that
4 claim, the [REDACTED] retiree
5 plan.

6 Q. And do you recognize this document or this
7 type of layout of information from an Aetna system?

8 A. Yes, sir.

9 Q. And what system is that?

10 A. The application is called [REDACTED]

11 Q. And the [REDACTED] there appears
12 to reference various CSA. What's "CSA" stand for?

13 A. Control-Suffix-Account.

14 Q. So it has an account number for this group
15 plan, [REDACTED], right?

16 A. The -- if you read across the CSA, the
17 control is the [REDACTED] the suffix is [REDACTED], the
18 account is [REDACTED].

19 Q. And at the bottom, there's -- it says,
20 "Eligibility," "00," "(Under 65 Dep(s) Only), Split
21 Family."

22 Does that mean under 65 dependents only?
23 What does that mean?

24 A. Under 65 dependents only.

25 Q. "Month they turn 65, HIPAA Plan of

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1 Benefits" is referenced as 101, right?

2 A. That's a remark 101, month they turn 65.

3 Q. What does that mean?

4 A. I actually don't know the eligibility
5 requirements. It's simply a remark. I don't know
6 the basis behind it.

7 Q. Does this doc -- I'm sorry, tell me what
8 the name of this system was again.

9 A. [REDACTED].

10 Q. [REDACTED] -- if we look at
11 the control name, it says, [REDACTED]

12 [REDACTED]

13 What does this document tell you as a
14 long-time Aetna employee?

15 MR. SHELLEY: Objection; form.

16 BY MR. SCHRAMEK:

17 Q. About the plan type?

18 MR. SHELLEY: Same.

19 A. That this is a retiree structure for this
20 group plan.

21 BY MR. SCHRAMEK:

22 Q. Okay. Does -- do providers like plaintiffs
23 have access to Web CCI?

24 A. No, sir, this is an internal application.

25 Q. Do customer service reps on the Aetna 800

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1 BY MR. SCHRAMEK:

2 Q. Well, you haven't seen the EOB for that
3 plan, did you, you just saw the remittance?

4 MR. SHELLY: Objection; form.

5 A. In my preparation for this deposition, I
6 did see the EOB for this claim.

7 BY MR. SCHRAMEK:

8 Q. So if there's no NSA disclosure and the
9 provider calls and told it's not a retiree plan, the
10 provider goes, well, if it's not -- if it's a
11 commercial health -- employer policy, it qualifies,
12 you're saying they make a misrepresentation every
13 time just because Aetna didn't put that remark on
14 it?

15 MR. SHELLY: Objection; form.

16 A. And, again, sir, I'm going to say that
17 there are other reasons for -- I know you're focused
18 on the retiree only for this one particular claim,
19 but there are other reasons why commercial health
20 plans are not subject to the NSA. So you can't
21 always just assume it's -- it's a retiree plan. It
22 is for this one, but there are other reasons why the
23 NSA doesn't apply to commercial policies.

24 BY MR. SCHRAMEK:

25 Q. And when a provider initiates IDR, Aetna

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1 has the opportunity to contest eligibility such as
2 looking in its Web CCI system and providing
3 additional information, doesn't it?

4 MR. SHELLEY: Objection; form.

5 A. Aetna has three business days after a
6 Notice of IDR Initiation is filed to attest to the
7 eligibility of that case in the IDR process. Part
8 of that would be saying a service or supply is not
9 eligible because whatever reason it is ineligible.

10 BY MR. SCHRAMEK:

11 Q. So Aetna has three business days to provide
12 information on eligibility, including information in
13 its internal systems, right?

14 MR. SHELLEY: Objection; form.

15 A. Well, that is how we would supply
16 eligibility information to the IDR entity, by using
17 our internal systems.

18 BY MR. SCHRAMEK:

19 Q. And from the date the IDR entity is
20 appointed until the date the decision comes out, at
21 any point in time, Aetna can e-mail the IDR entity
22 and provide additional information, including
23 contesting eligibility, can't it?

24 MR. SHELLEY: Objection; form.

25 A. Additional information can be provided to

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1 the IDR entity via e-mail or a portal request.

2 BY MR. SCHRAMEK:

3 Q. And, in fact, IDR entities have reached out
4 to Aetna on multiple occasions and asked for
5 additional information relating to eligibility,
6 haven't they?

7 MR. SHELLEY: Objection; form.

8 A. Additional information is frequently asked
9 for -- from -- from IDR entities, I -- by IDR
10 entities for Aetna to respond to.

11 BY MR. SCHRAMEK:

12 Q. And you understand that the IDR entity is
13 the one who's required to make an eligibility
14 determination in every proceeding, right?

15 MR. SHELLEY: Objection; form.

16 A. The IDR entity is supposed to make an
17 eligibility determination based on all the
18 information.

19 (Exhibit No. 9 marked.)

20 BY MR. SCHRAMEK:

21 Q. Exhibit 9 is one of the disputes where the
22 ineligible reason is COB is primary. What does that
23 mean?

24 A. Coordination of benefits, meaning another
25 carrier or another health insurance plan is the

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1 the calculations and timelines and decided that one
2 of them was missed?

3 MR. SHELLEY: Objection; form.

4 A. I wouldn't know if it was done only
5 afterwards. It could have been done at any point in
6 the process.

7 BY MR. SCHRAMEK:

8 Q. So if at any point in the process, Aetna
9 determines or believes that a deadline was missed by
10 a provider like plaintiffs, it's not going to pay
11 the IDR award, right?

12 MR. SHELLEY: Objection; form, misstates
13 the record.

14 A. We would -- if at all possible, we would
15 provide that evidence to the certified IDR entity,
16 and we would hope that they would follow our
17 understanding of the turnaround time being expired
18 and they wouldn't render a final payment
19 determination. But if they go ahead and do so
20 anyway, that's correct, we're not going to issue
21 payment when payment isn't due because the process
22 wasn't completed accurately.

23 BY MR. SCHRAMEK:

24 Q. So under Aetna's policies and rules, Aetna
25 makes the final decision on eligibility regardless

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1 of what an IDR entity says, right?

2 MR. SHELY: Objection; form,
3 argumentative.

4 A. It's our responsibility to protect our
5 clients during this process. And if the process is
6 not followed by the providers, if they misrepresent
7 information or submit something untimely, we have
8 done our best to get the IDR entity to understand
9 and they still make a decision anyway, then we are
10 not going to issue the payment on that award.

11 (Exhibit No. 15 marked.)

12 BY MR. SCHRAHEK:

13 Q. Exhibit 16 is -- so Exhibit 15 was the EOB
14 we just looked at for the claim ending in JW6H,
15 right?

16 A. I don't believe we did look at that. But I
17 can pull that -- I have it pulled now, Claim
18 No. W6H00?

19 Q. Correct.

20 A. Yes, that is -- and we're on 15, right, for
21 152757? Let's see.

22 Dispute No. 152757, is that Exhibit 16 you
23 want me to look at, sir?

24 Q. Hold on just a moment.

25 A. Thank you.

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1 A. And, sir, I personally object to your --
2 your phrasing of "gone back." Again, we would have
3 to look at the entirety of this case to determine
4 when Aetna decided when the turnaround time was not
5 met based on the information submitted by the
6 provider or their initiating party.

7 BY MR. SCHRAMEK:

8 Q. Rephrase.

9 Regardless of whether Aetna objected in
10 the beginning, objected in the middle, or objected
11 at the end, it's not paying it because it disagrees
12 with the eligibility determination by the IDR
13 entity, right?

14 MR. SHELY: Objection; form.

15 A. It disagree -- sorry. We disagree with the
16 eligibility determination in the IDR process because
17 the turnaround time or the timeline wasn't followed
18 to file under that process.

19 MR. SCHRAMEK: All right. Let's take
20 a break now.

21 MR. SHELY: All right. Great. Off
22 the record, please, for a moment.

23 THE VIDEOGRAPHER: Yes, sir.

24 We are off the record. The time is 3:11
25 p.m.

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1 BY MR. SCHRAMEK:

2 Q. And did you do that before or after the ID
3 -- you won the IDR award?

4 MR. SHELLEY: Objection; form.

5 A. I would have to look at the entirety of
6 this case, sir, to find out if we objected during
7 the process.

8 BY MR. SCHRAMEK:

9 Q. But it's fair to say it doesn't matter
10 whether you objected during the process or -- or not
11 or whether you determined it after the IDR award was
12 sent to you, the result is the same, right, you
13 don't pay it?

14 MR. SHELLEY: Objection; form.

15 A. To protect our clients from amounts that
16 they should not have to pay because the process was
17 not followed as required, we will not pay an award
18 that is determined to be ineligible, even if it is
19 at the final payment determination stage.

20 BY MR. SCHRAMEK:

21 Q. Ever?

22 MR. SHELLEY: Objection; form.

23 A. I'm sorry, I missed that.

24 BY MR. SCHRAMEK:

25 Q. I said ever? You will never pay it

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1 A. Yes, sir, I have that pulled up.

2 Q. And this is one where plaintiffs prevailed
3 and Aetna did not submit an offer, right?

4 A. This was not -- that's correct. Only one
5 party participated in this.

6 Q. And if we go to Exhibit 25 and compare it
7 to the claim number on Exhibit 26, we see the claim
8 number there is ENPC723HL03, correct?

9 A. That is -- well, the EOB that is for
10 Exhibit 25 ends in 04.

11 Q. Let me see, where are we at?

12 A. To the left, right underneath the patient
13 name.

14 Q. Yes. Is this -- 03, 04. So this will be
15 another split claim, right?

16 A. No, sir. Actually, what you have is -- is
17 you have the determination for the claim ending in
18 03 and you have the Explanation of Benefits for the
19 claim ending in 04 where Aetna issued the agreed
20 settlement amount that your client agreed to accept
21 for this claim on which they filed IDR anyway.

22 Q. Okay. That -- that -- clearly, I'm
23 confused. I don't have the right EOB here for --
24 for that.

25 So you're saying that "other" was -- it

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1 was for a single case agreement?

2 A. That's correct. So the 03 claim was
3 submitted for open negotiation. We negotiated with
4 a representative of your client. We came to an
5 agreement with them for the additional payment of
6 \$5,975.98 for the A0436 service on this claim. And
7 we reworked this claim. The Explanation of Benefits
8 for the 04 claim number is where we issued that
9 additional agreed-upon amount.

10 Q. All right. Ma'am, I will research that,
11 and if that is accurate, I will withdraw this IDR
12 award because our intent was not to do that.

13 A. I appreciate that. Thank you, sir.

14 (Exhibit No. 27 marked.)

15 BY MR. SCHRAHEK:

16 Q. That leaves us with just Exhibit 27 to
17 address. 27 was recently produced, and it's called
18 "Rebuttal Process - WDs."

19 What does the "WD" stand for?

20 A. We use that to explain written
21 determinations.

22 Q. Got it.

23 This is dated at the top of January 14th
24 of '25. Is that the date that this policy, this
25 version of it at least, was implemented?

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1 A. That's correct, yes, sir.

2 Q. And is this the version of the policy that
3 continues to apply today?

4 A. I don't know when this particular version
5 was produced, but we add to this document. So there
6 may have been additions, you know, since this one.
7 This says 3 -- was it produced on 3/12 or is that
8 just the stamp?

9 Q. It was produced within the last two weeks,
10 I can tell you that.

11 A. Then --

12 Q. If you were involved in pulling one
13 recently, this should be it.

14 A. Okay. Then since I maintain this -- this
15 policy and procedure document, I can confidently say
16 there have been no major, not even any minor,
17 changes to this document in the last two weeks.

18 Q. Okay. There was some discussion at your
19 prior deposition about a OneNote, and then we had
20 asked for a OneNote update. Is this part of
21 OneNote, Exhibit 27?

22 A. Yes, sir, this is the written determination
23 topic within that OneNote.

24 Q. Got it.

25 And is this -- Exhibit 27, this -- this

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1 isn't something that was put together just for
2 plaintiffs' IDR awards, right, this applies to all
3 IDR awards?

4 A. This applies to any -- any IDR award at
5 all, not specific to -- to plaintiffs or air
6 ambulance at all.

7 Q. Okay. So it says, "When a Final
8 Determination is received and the
9 service/supply/claim on which that Determination was
10 rendered was 'not eligible'" -- and you have that in
11 quotes -- "under the Federal IDR Process, we rebut
12 the Determination and appeal to CMS to have the
13 decision dismissed. . ."

14 First of all, why is "not eligible" in
15 quotes?

16 A. I use quotation marks in this document to
17 bring attention.

18 Q. Okay. And you're talking about a situation
19 where Aetna determines -- as we have been talking
20 about through this entire deposition, where Aetna
21 determines it was not eligible, right?

22 A. Where Aetna has determined that that --
23 that award is not eligible -- or, excuse me, the
24 service is not eligible under the IDR process.

25 Q. And you say you rebut the determination --

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1 plans that we talked about earlier, right?

2 A. Yes, sir.

3 MR. SHELY: Objection.

4 THE WITNESS: Sorry.

5 BY MR. SCHRAMEK:

6 Q. And you say the first thing to do is Aetna
7 needs to validate that the plan -- "the Control,
8 Suffix, Account, and Plan are not on the Retiree
9 Attestation List."

10 Did I read that correctly?

11 A. Yes, sir -- yes, sir, that's Step 1.

12 Q. What is a retiree attestation list?

13 A. The retiree attestation list is the list of
14 plan sponsors, clients or groups, who have attested
15 that their retiree plan is not one that is exempt
16 from the No Surprises Act.

17 Q. Okay. And do you know what makes a retiree
18 plan exempt over a retiree plan that's not exempt?

19 A. I do not know what the -- the eligibility
20 criteria for that is, no, sir.

21 Q. But there are retiree plans that are
22 subject to the act, right?

23 A. Participants on some of the retiree plans,
24 yeah, those plans would not be exempt from the NSA
25 and they would be otherwise eligible, assuming, you

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1 MR. SHELY: Objection; form.

2 A. I would say it is important for Aetna to
3 participate in the process regardless of -- of what
4 the reason is.

5 BY MR. SCHRAMEK:

6 Q. And Aetna has the opportunity to
7 participate at multiple steps during the IDR
8 process, doesn't it?

9 MR. SHELY: Objection; form.

10 A. Oh, I -- I wish we did have the full
11 opportunity, sir, but -- but when we are -- when we
12 are inundated or flooded with tens of thousands of
13 applications that we have to look at, sometimes the
14 timeline is something that we can't meet either.
15 You know, it seems like everything is getting sent
16 to -- to IDR at this point.

17 BY MR. SCHRAMEK:

18 Q. It also has the category for state law
19 applied, which was one of the claims we saw earlier
20 from Georgia, right?

21 A. Can you tell me what page you're on, sir?

22 Q. I'm sorry, page 15.

23 A. Thank you. I know it's in there, I just
24 couldn't -- couldn't tell you where in the grid it
25 is. One moment.

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1 there's any communication between the IDR entity and
2 the provider directly if we're not included.

3 BY MR. SCHRAMEK:

4 Q. And here it says that "You," being Aetna,
5 "have objected to eligibility of this case according
6 to the CMS portal."

7 Right?

8 A. That is highlighted, yes, sir.

9 Q. And it says, "Please provide all proof in
10 support of any objection you have made on this
11 dispute. The proof needed on the various possible
12 objections are as described in the chart below and
13 as it applies to the objection you made."

14 Did I read that correctly?

15 A. Yes, sir, that's what that says.

16 Q. And then it says, your response is due
17 June 7th of '24 unless extended in writing by the
18 IDRE, right?

19 A. Yes, that is what they have.

20 Q. And the IDRE has the ability to extend
21 deadlines for both parties, doesn't it?

22 MR. SHELLEY: Objection; form.

23 A. The IDRE can extend deadlines for parties.
24 CMS can extend deadlines for the IDRES.

25 BY MR. SCHRAMEK:

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1 retiree-only one, your policies, Exhibit 27.

2 It's all right. You don't have to answer
3 that one, Ms. O'Brien. I think we all see the
4 picture of what's going on here.

5 A. No, sir, no, sir, I'm not going to let you
6 leave it there because there is no picture here. I
7 am saying that at the time when a claim is
8 processed, a retiree attestation may not be on file.
9 So if we applied the NSA to that claim without
10 having all of the information from the plan sponsor,
11 Aetna didn't make a mistake. We provided benefits
12 for that plan sponsor based on the information they
13 gave us at that time.

14 Q. But you're going to pay the IDR award on a
15 claim that was not eligible because you didn't know
16 it was not eligible at the time, right?

17 MR. SHELLEY: Objection; form.

18 A. If that plan sponsor didn't give us that
19 information until after the fact?

20 BY MR. SCHRAMEK:

21 Q. Yes.

22 A. It's the client's money.

23 Q. Why is Aetna even participating in the IDR
24 eligibility process if it's not -- if it's going to
25 ignore the results?

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UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT, LLC,	*	
Et Al.,	*	
Plaintiffs,	*	
	*	
VS.	*	CIVIL ACTION NO.
	*	3:24-cv-00680-MPS
AETNA LIFE INSURANCE	*	
COMPANY, ET AL.,	*	
Defendants.	*	

REPORTER'S CERTIFICATION
DEPOSITION OF KATHERINE BRADY O'BRIEN
MARCH 12, 2026

I, CHRISTY R. SIEVERT, CSR, RPR, in
and for the State of Texas, hereby certify to the
following:

That the witness, KATHERINE BRADY O'BRIEN,
was duly sworn by the officer and that the
transcript of the oral deposition is a true record
of the testimony given by the witness;

I further certify that the signature of
the deponent was requested by the deponent or a
party and is to be returned within 30 days from date
of receipt of the transcript. If returned, the
attached Changes and Signature Page contains any
changes and the reasons therefor;

I further certify that I am neither
counsel for, related to, nor employed by any of the
parties or attorneys in the action in which this

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1 proceeding was taken, and further that I am not
2 financially or otherwise interested in the outcome
3 of the action.

4 Subscribed and sworn to on this the 13th
5 day of March, 2026.

6
7
8 

9 CHRISTY R. SIEVERT, CSR, RPR
Texas CSR 8172

10 Expiration Date: 4-30-2027
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Exhibit C

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT LLC, ET §
AL., §
§ CIVIL ACTION NO.
PLAINTIFFS, § 3:24-CV-00680-MPS
§
V. §
§
AETNA LIFE INSURANCE §
COMPANY, ET AL., §
§
DEFENDANTS. §

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

REMOTE AND VIDEOTAPED DEPOSITION OF
AMY BAILLARGEON
DECEMBER 2, 2025

REMOTE AND VIDEOTAPED DEPOSITION OF AMY
BAILLARGEON, produced as a witness at the instance
of the Plaintiffs and duly sworn, was taken in the
above styled and numbered cause on Tuesday,
December 2, 2025, from 9:38 a.m. to 11:42 a.m.,
before TAMARA CHAPMAN, CSR, RPR-CRR in and for the
State of Texas, reported remotely by computerized
stenotype machine in Austin, Texas, pursuant to the
Texas Rules of Civil Procedure and the provisions
stated on the record herein.

Job No. TX 7747015

Page 1

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 designate -- or Aetna does designate this deposition
2 as subject to the confidentiality provisions of the
3 protective order that has been entered in this case.

4 AMY BAILLARGEON,
5 having been first duly sworn, testified as follows:

6 EXAMINATION

7 BY MR. CHANG:

8 Q. Good morning.

9 A. Good morning.

10 Q. And just so I make sure I have your name
11 right as well, it's Ms. Baillargeon (pronouncing)?

12 A. Baillargeon (pronouncing), yep.

13 Q. Baillargeon (pronouncing).

14 All right. Will you please state your
15 full name for the record.

16 A. Amy Baillargeon.

17 Q. Have you ever been deposed before?

18 A. No.

19 Q. Let's go over some ground rules. Do you
20 understand that you're under oath today?

21 A. Yes.

22 Q. You understand that your testimony here
23 is just like giving testimony in the courthouse
24 before the judge and the jury?

25 A. Yes.

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 what?

2 A. And the output of those tools.

3 Q. And how long were you in this role for?

4 A. Just shy of three years.

5 Q. Does the mandates implementation team
6 still exist?

7 A. Not in the form of when I had it. I
8 believe it still is, yes, functioning under --
9 combined with another team.

10 Q. What's that other team?

11 A. A compliance team within service
12 operations.

13 Q. Okay. And so you spent about three years
14 in the mandates implementation team. What came
15 next?

16 A. Then I came into the role that I'm in
17 today.

18 Q. And what role is that?

19 A. That is the executive director of
20 specialty claim and claim rework in commercial
21 service operations.

22 Q. So you fall under the commercial service
23 operations umbrella. Is that fair to say?

24 A. Yes.

25 Q. Is that what the branch or the team is

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 called?

2 A. The specialty and claim and rework is the
3 name of my team, yes.

4 Q. Specialty claim and rework. What kind of
5 specialty claims are you -- do you oversee?

6 A. So specialty claim is our specialty
7 business, which is dental, Aetna student health, and
8 Aetna voluntary.

9 Q. So if -- if I use the term "IDR," will
10 you know what I'm referring to?

11 A. Yes.

12 Q. And if I refer to the No Surprises Act,
13 the NSA, you'll know what I'm referring to as well.
14 Correct?

15 A. Yes.

16 Q. And -- and for the record, what is your
17 understanding of what IDR means?

18 A. I know it stands for independent dispute
19 resolution, but I only know very high-level info
20 about how it works.

21 Q. And does your team oversee claims that
22 need to be reworked that are part of the IDR
23 process?

24 A. Yes.

25 Q. But those aren't the only claims that you

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 oversee. Is that fair?

2 A. Yes.

3 Q. Is there any other team at Aetna that
4 oversees rework of IDR claims?

5 A. Yes.

6 Q. And what other team or teams would that
7 be?

8 A. We have our first pass teams in
9 commercial service operations. They're responsible
10 for some dedicated accounts so if the provider is
11 one of those dedicated accounts, they handle the
12 claim.

13 Q. From start to finish, at least on the
14 rework side?

15 A. Yes. Yes.

16 Q. And so you have first pass teams that are
17 dedicated to specific accounts of providers. Is
18 that right?

19 A. They're dedicated to the account so not
20 the provider, per se, but, yes.

21 Q. I think I understand.

22 And how are these accounts chosen?

23 A. I can't really speak to that since it's
24 not my team.

25 Q. Fair to say that you -- strike that.

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****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 rework, are they two different functions that you
2 oversee?

3 A. Yes.

4 Q. Does the specialty part of the business
5 ever touch the IDR process?

6 A. No.

7 Q. I think for today, then, most of our
8 questions will apply to claim rework. Do you
9 understand that?

10 A. I agree.

11 Q. So how big is your claim rework team?

12 A. [REDACTED] would be touching IDR
13 claims.

14 I'm sorry. I should rephrase that.
15 There's [REDACTED] that that work falls into,
16 but we have [REDACTED] that are dedicated to
17 working on IDR, on surprise bill.

18 Q. Got it.

19 So you've got [REDACTED] dedicated IDR rework
20 processors. Is that -- am I getting that right?

21 A. Yes.

22 Q. And you have [REDACTED] rework processors
23 overall. Is that also right?

24 A. Yes.

25 Q. And if those [REDACTED] rework processors are

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1 underwater, let's say, could the other -- I'm not
2 going to try to do the math here, but could the rest
3 of the [REDACTED] rework processors jump in and help?

4 A. With training.

5 Q. So what -- what kind of training do these
6 [REDACTED] dedicated IDR rework processors get?

7 A. It's -- it's less than a day, but it's
8 focused training on specifically how to handle the
9 surprise bill claims.

10 Q. And if I wanted to become an IDR rework
11 processor for -- strike that.

12 If I wanted to become a rework processor
13 generally today, what kind of training would I
14 receive?

15 MS. STRAHAN: Objection; vague.

16 A. Our processing training is generally
17 16 weeks.

18 Q. And what does it involve?

19 A. I can't answer that because I'm not --
20 I've not been in the training itself.

21 Q. You haven't been through the training,
22 but you know that your processing team goes through
23 about 16 weeks of rework training?

24 A. Yes, I know the timeline of the training.

25 Q. And then after the 16 weeks of training,

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1 there's an additional day of IDR-specific training.
2 Is that right?

3 A. The processors that have been designated
4 for surprise bill handling, yes, have a day of
5 training specific to that.

6 Q. Are these [REDACTED] IDR-specific rework
7 processors evaluated for performance along any
8 particular criteria?

9 A. [REDACTED]

10 [REDACTED]

11 Q. [REDACTED]

12 A. [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 Q. Are there any metrics that you evaluate
17 to assess how long a claim has been sitting with the
18 rework team?

19 MS. STRAHAN: Objection; ambiguous.

20 A. Yeah, I don't understand what -- when you
21 say "metrics," what you're referring to.

22 Q. I'll -- I'll ask it a different way.

23 There -- I'm -- I believe there are some
24 metrics for other teams where you try to get a claim
25 through or a claim out within 30 days.

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1 Is there any sort of metric with the team
2 where you're trying to rework claims within a
3 certain amount of time?

4 MS. STRAHAN: Objection; assumes
5 facts not in evidence.

6 You can answer.

7 A. Yeah, so for our IDR claims, we do strive
8 to get them done within [REDACTED].

9 Q. And that's something that you track?

10 A. Yes.

11 Q. And you track it by individual?

12 MS. STRAHAN: Objection; vague.

13 A. I see inventory at an aggregate --
14 aggregate at my level, but, yes, the leaders below
15 me can get to the details of the individual.

16 Q. You see inventory at an aggregate level.
17 That's what you said?

18 A. Yes.

19 Q. And so you -- by "inventory," you mean
20 particular IDR awards. Is that right?

21 A. I do see IDR inventory, yes.

22 Q. And what is the format in which you're
23 viewing this inventory at the aggregate level?

24 A. I receive a daily report.

25 Q. Is it by email?

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****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 A. Yes.

2 Q. And what is that report called?

3 A. I believe it's IDR surprise bill
4 inventory.

5 Q. And what does that report tell you?

6 A. It tells me the volume we have in our
7 inventory, the percent of that volume that is aged
8 over the two calendar days, and the date of the
9 oldest claim in the inventory.

10 Q. Did you review that report today?

11 A. Yes.

12 Q. What is the percent of the volume that is
13 aged over [REDACTED] as of today?

14 A. As of this morning, it's about
15 24 percent.

16 Q. The report does it contain an average of
17 how long reports -- excuse me. I'll ask it again.

18 The report, does it contain an average of
19 how long claims have been with the rework process
20 team?

21 MS. STRAHAN: Objection; vague and
22 ambiguous.

23 A. I can see that, like I said, the date of
24 the oldest claim in inventory.

25 Q. Can you see the date of all of the claims

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1 in inventory?

2 MS. STRAHAN: Objection; vague.

3 A. Not in the view that I receive.

4 Q. But Aetna has the data?

5 A. Yeah.

6 MS. STRAHAN: Objection; vague,
7 overly broad.

8 Q. I think you said that as of this morning,
9 it's about 24 percent of claims are aged over [REDACTED]
10 calendar days. Is that right?

11 A. Yes.

12 Q. Do you know how much more over [REDACTED]
13 calendar days?

14 A. I do not.

15 Q. I think you mentioned that there are [REDACTED]
16 dedicated IDR rework processors on your team. Is
17 that right?

18 A. Yes.

19 Q. Has that team grown over time?

20 A. I'm sorry. Can you say that again?

21 Q. Has that team grown over time?

22 A. Yes.

23 Q. Can you tell me about the growth and
24 progression of your IDR rework process team?

25 MS. STRAHAN: Objection; overly

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1 Q. And what is that team called?

2 A. It's called day-to-day rework.

3 Q. Is that the team of approximately [REDACTED]
4 rework processors that are focused on IDR?

5 A. It's, in total, [REDACTED] processors, [REDACTED] of
6 which are dedicated to IDR.

7 Q. Do you know what the budget is for all
8 total [REDACTED] processors annually?

9 A. I don't know that number offhand.

10 Q. In terms of process, a claim is submitted
11 to your team, it's placed in a bin through your
12 electronic claims system. Is that right?

13 A. Yes.

14 Q. Then your team reworks the claim,
15 according to instructions provided by the surprise
16 bill team. Correct?

17 A. Yes.

18 Q. Where, then, does the claim go?

19 MS. STRAHAN: Objection; vague, lack
20 of foundation.

21 A. Can you rephrase the question?

22 Q. Sure. I'm trying to understand so, you
23 know, there's a whole process before it gets to
24 rework. Right? So Aetna will, you know, assess
25 eligibility, for example, you know, go through the

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1 IDR process, and then at some certain point, in
2 certain circumstances, it decides that some claims
3 need to be reworked. Are you with me?

4 A. Yes.

5 Q. And then for the claims that need to be
6 reworked they'll send them to you, and you will --
7 your team reworks them. Still with me?

8 A. Yes.

9 Q. What I'm asking is, where does the claim
10 then go, and are there steps between your team
11 issuing and reworking the claim and then Aetna
12 paying the extra amount?

13 MS. STRAHAN: Objection; vague,
14 compound.

15 A. Are you asking specific to the IDR claim?

16 Q. Yes.

17 A. So the claim is released same day draft.

18 Q. And who is it released to?

19 A. It's released in our claim payment
20 system. So it goes out to -- out the door.

21 Q. I see. So your team reworks an IDR
22 claim. It is then -- once it is reworked it is
23 released and then it is paid the same day?

24 A. Yes. The only exception would be if it
25 hits a quality threshold and it has to be quality

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1 reviewed before being released.

2 Q. [REDACTED]

3 A. [REDACTED]

4 [REDACTED]

5 Q. [REDACTED]

6 [REDACTED]

7 A. [REDACTED]

8 [REDACTED]

9 Q. [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 MS. STRAHAN: Objection;

13 mischaracterizes the testimony.

14 A. [REDACTED]

15 [REDACTED]

16 Q. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 A. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 Q. [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 A. [REDACTED]

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1 Q. Who reviews -- strike that.

2 Who conducts the quality review?

3 MS. STRAHAN: Objection; lack of
4 foundation.

5 A. There's a quality team within service
6 operations.

7 Q. You don't oversee that team. Correct?

8 A. No.

9 Q. [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 A. [REDACTED]

14 Q. You reviewed the report that you get
15 every day about your team's progress and metrics.
16 Correct?

17 A. Yes.

18 Q. What is the oldest IDR claim that has
19 been with your team?

20 MS. STRAHAN: Objection; overly
21 broad, asked and answered.

22 A. As of this morning's report it's 11/18.

23 Q. So not -- not even a month?

24 A. Correct.

25 Q. Do you have any insight into what steps

CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

1 A. Yes.

2 Q. Do you know who oversees the prepay
3 program?

4 A. Yes.

5 Q. Who oversees the prepay program?

6 A. Sue Drummey.

7 Q. Is she an executive director?

8 A. Yes.

9 Q. What team does she sit under?

10 MS. STRAHAN: Objection; vague.

11 A. She's part -- she's part of the claims
12 center of excellence.

13 Q. Do you know how large that team is,
14 roughly?

15 A. I do not.

16 Q. Do you know how long, in general, review
17 of bills within the prepay program takes?

18 MS. STRAHAN: Objection; overly
19 broad.

20 A. I don't know the time frames.

21 Q. You don't know if it's a matter of days
22 or weeks?

23 A. It's days.

24 Q. Would you say in general under a week?

25 MS. STRAHAN: Objection; calls for

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1 Q. I think you mentioned before the break
2 that the IDR rework processing team has a goal of
3 turning around its claims within [REDACTED] days. Is that
4 right?

5 A. Correct.

6 Q. Is that a team-wide goal or is that an
7 individual goal?

8 MS. STRAHAN: Objection; vague.

9 A. I'm -- so it's by individual because only
10 one person does a claim.

11 Q. Are there any ramifications for an
12 individual if they don't meet the [REDACTED]
13 turnaround?

14 A. No.

15 Q. No cut to their pay, for example?

16 A. No, we strive to do our best to meet that
17 turnaround time.

18 Q. Does it show up in their performance
19 review?

20 A. As I mentioned before, they have
21 production targets. That is part of their
22 performance review.

23 Q. But the production target is, I -- I
24 think you mentioned, [REDACTED] claims in a day. Is that
25 right?

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 MS. STRAHAN: Objection; overly
2 broad --

3 A. Yes.

4 MS. STRAHAN: -- vague.

5 Q. [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 A. [REDACTED]
9 [REDACTED]

10 Q. [REDACTED]
11 [REDACTED]

12 A. [REDACTED]

13 Q. Any other targets?

14 MS. STRAHAN: Objection; lack of
15 foundation.

16 A. They have other measures such as quality.

17 Q. Okay. And what do you mean by "quality"?

18 A. The results from quality reviews.

19 Q. And what are quality reviews?

20 A. A review of the accuracy of the claim
21 processing.

22 Q. So by "quality," we mean how accurate
23 they are when they process a -- a claim?

24 A. Yes.

25 Q. Who does the -- the quality review?

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1 A. The quality team.

2 Q. And who leads the quality team?

3 MS. STRAHAN: Objection; asked and
4 answered.

5 A. Sue Drummey.

6 Q. Does the quality team review bills that
7 are under [REDACTED]?

8 MS. STRAHAN: Objection; overly
9 broad, lack of foundation.

10 A. I can't speak to their policies.

11 Q. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 MS. STRAHAN: Objection;

19 multifarious, mischaracterizes the testimony.

20 A. [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 Q. Are there any other factors that go into
24 the performance review for an IDR rework processor?

25 MS. STRAHAN: Objection; lack of

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1

Q. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 A. [REDACTED]

6 Q. [REDACTED]

7 [REDACTED]

8 A. [REDACTED]

9 [REDACTED]

10 Q. Do you feel like the rework processing
11 team for IDRs could use more team members?

12 A. I feel like we are in a good place. We
13 strive to meet the [REDACTED] day calendar and we're doing
14 a good job with that.

15 Q. You said that you're doing a good job
16 with meeting the [REDACTED] day calendar?

17 A. The turnaround time, yes.

18 Q. What's a good job, then, in your eyes for
19 meeting the [REDACTED] day turnaround?

20 MS. STRAHAN: Objection; vague,
21 confusing.

22 A. Can you rephrase that question?

23 MS. STRAHAN: It's been answered.

24 Q. Sure. You know, as I recall, you
25 mentioned this morning that over 20 -- not over -- I

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1 guess -- strike that.

2 As I recall, you mentioned this morning
3 you've reviewed a report that said 24 percent of IDR
4 claims were over the [REDACTED] day calendar and so I'm
5 trying to get a sense of what you mean by "good
6 job."

7 Is -- is 24 percent of IDR claims over
8 [REDACTED] good?

9 MS. STRAHAN: Objection;
10 argumentative.

11 A. No, I prefer to see it lower.

12 Q. So at least for today, it's not a good
13 job. Fair?

14 MS. STRAHAN: Objection;
15 argumentative, mis- -- mischaracterizes the
16 testimony.

17 A. Yeah, the inventory changes daily. So
18 while today may be 24 percent, tomorrow it could be
19 down to one.

20 Q. At least for today, it's not a good job,
21 though. Fair?

22 MS. STRAHAN: Objection;
23 argumentative, asked and answered, and
24 mischaracterizes the testimony.

25 A. Yeah, and it's not -- there's a lot of

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1 nuances to that. Right? That's 24 percent that's
2 over [REDACTED] calendar days from when we received it.

3 Q. You meaning the IDR rework processing
4 team. Correct?

5 A. Yes.

6 Q. Is there some delay that is out of your
7 control from the time of you receiving the IDR award
8 to when you rework it?

9 MS. STRAHAN: Objection; lack of
10 foundation, multifarious, vague.

11 A. I can't speak to the surprise bill team
12 process.

13 Q. Well, you mentioned there's a lot of
14 nuance as an explanation for the delay. I'm trying
15 to understand those nuances.

16 MS. STRAHAN: Objection;
17 mischaracterizes the testimony --

18 A. Yeah, I don't believe --

19 MS. STRAHAN: -- asked and answered.
20 (Simultaneous speaking.)

21 A. -- delays.

22 Q. Okay. What did you mean when you said
23 "there's a lot of nuances to it"?

24 MS. STRAHAN: Objection; asked and
25 answered.

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1 A. Meaning our inventory changes daily. So,
2 again, while 24 percent was over [REDACTED] calendar days
3 this morning, it's likely tomorrow that'll be down
4 to 1 percent. Because they're striving to be their
5 best to --

6 Q. And what's your basis for saying --

7 A. -- meet that turnaround time.

8 Q. What's your basis for saying that it's
9 likely tomorrow that it'll be down to 1 percent?

10 A. Because as of Friday it was 1 percent.

11 Q. Every week do you try to get it down to
12 1 percent?

13 A. Every day they're striving to do their
14 best. It's a --

15 Q. So is their --

16 A. -- priority.

17 Q. -- best --

18 MS. STRAHAN: Let her finish.

19 Q. I'm sorry. I cut you off.

20 A. These are priority claims for handling.
21 They're always trying to do their best to get it
22 done as quickly as possible.

23 Q. Are there nonpriority claims that are IDR
24 awards?

25 MS. STRAHAN: Objection;

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1 argumentative.

2 A. No, I don't believe I --

3 (Simultaneous speaking.)

4 A. -- said that.

5 Q. And by "these are our priority claims,"
6 you are referring to all IDR awards. Am I
7 understanding that correctly?

8 A. Yes.

9 Q. I'll ask it to you plainly, then. Is
10 24 percent over [REDACTED] calendar days' turnaround time
11 for IDR awards a good job?

12 MS. STRAHAN: Objection; asked and
13 answered, argumentative. And I also object to the
14 sidebar and the testifying. Whatever you're trying
15 to do with that question.

16 A. I don't know how to answer your question
17 because it's subjective.

18 Q. We're using your words. What do you
19 think is a good job?

20 MS. STRAHAN: Objection; that
21 mischaracterizes the testimony. She's -- she's
22 asked and answered this several times now.

23 MR. CHANG: Counsel, she hasn't
24 answered the question.

25 MS. STRAHAN: No. Yes, she has.

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1 So I'm asking you, in your personal
2 opinion, do you think that it's a good job for your
3 team to have 24 percent of IDR awards over the
4 [REDACTED] day calendar time?

5 MS. STRAHAN: Objection; asked and
6 answered, argumentative.

7 A. And as I said before, I would like it to
8 be lower and we will overall, get back to one day.
9 It changes daily.

10 Q. What was the rate yesterday, do you
11 recall?

12 A. I don't recall yesterday.

13 Q. Do you have an understanding of why there
14 would be a fluctuation of IDR awards over the
15 turnaround time from 24 percent to 1 percent?

16 MS. STRAHAN: Objection; vague, calls
17 for speculation, lack of foundation.

18 A. I'm not sure that's something I could
19 answer because I'm not in the day-to-day.

20 Q. Has this [REDACTED] day turnaround goal always
21 been in place as long as the rework team has been
22 reworking IDR awards?

23 A. No.

24 Q. When was it instituted?

25 A. I don't recall the specifics. But it's

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1 been that way for the lion's share of this year.

2 Q. This year. It -- it was instituted this
3 year?

4 A. I don't recall the specifics. It was
5 [REDACTED] days prior.

6 Q. So for the [REDACTED]-day turnaround goal that
7 was in place basically from the outset the -- of the
8 No Surprises Act. Is that fair to say?

9 A. Yes.

10 Q. And then at some point in the last year
11 or two it changed to [REDACTED] days. Am I understanding
12 that correctly?

13 A. Yes.

14 Q. Were you involved in that change?

15 A. Yes.

16 Q. What was your involvement?

17 A. As part of a discussion with my senior
18 manager and the surprise bill team.

19 Q. Do you know why the change was made from
20 [REDACTED] days to [REDACTED] days?

21 A. We wanted to ensure we got the claim out
22 as quickly as possible because we wanted to tighten
23 up that turnaround time.

24 Q. In your view has changing it from [REDACTED]
25 days to [REDACTED] days made an appreciable difference?

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1 MS. STRAHAN: Objection; vague.

2 A. I can't really answer. I don't know
3 the -- the full picture.

4 Q. So you -- you don't know whether changing
5 it from [REDACTED] to [REDACTED] days made a difference?

6 MS. STRAHAN: Objection; vague.

7 A. No.

8 Q. I'd like to mark as Exhibit 3 AET0000559.
9 Let me know when you have the document up and when
10 you've reviewed it.

11 (Exhibit 3 was marked.)

12 MR. CHANG: Can you put it up on the
13 screen, as well please.

14 MR. BRASCH: It should be available.

15 MS. STRAHAN: I don't see it yet.

16 Here we go.

17 A. I see it.

18 Q. All right. This is an email chain from
19 around September 2023. Do you see that?

20 A. Yes.

21 MR. CHANG: Can we scroll down to the
22 bottom, Bob, please? And can we put the --

23 Q. All right. Is -- All right. Do you see
24 the name Ingrid Bavier?

25 A. Yes.

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1 outside of your team. Is that right?

2 MS. STRAHAN: Objection; lack of
3 foundation, mischaracterizes the document.

4 A. I -- yeah, I can't speculate on the
5 context of this document.

6 Q. You see the words where it says "I just
7 want to make sure that is correct before I rework
8 it"?

9 A. I see I just want to make sure that is
10 correct before I rework it.

11 Q. And I think you said that Ingrid is a
12 member of the surprise bill review team. Is that
13 right?

14 A. Yes.

15 Q. The surprise bill review team in general
16 doesn't rework awards though. Correct?

17 A. Not to my knowledge. But it's not my
18 team.

19 Q. You personally aren't aware of any
20 instances of the surprise -- surprise bill review
21 team reworking awards. Correct?

22 A. No.

23 Q. In situations where an award has been
24 submitted late or has fallen through the cracks,
25 let's say, is there a -- are you aware of any other

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1 channels for submitting an award for rework?

2 MS. STRAHAN: Objection; vague,
3 multifarious, confusing.

4 A. No.

5 MR. CHANG: Okay. We can take this
6 down.

7 Q. You've overseen the IDR rework processing
8 team for the full duration of the NSA that's been in
9 effect. Correct?

10 A. Yes.

11 Q. Are you aware of any software that Aetna
12 has invested in to improve rework time?

13 A. No, not that I've been involved with.

14 Q. I think we've mentioned that your -- your
15 team, the IDR rework processing team, has grown over
16 time, though. Correct?

17 A. By grown, we've shifted additional
18 processors to be designated to that priority
19 handling, yes.

20 Q. And you've made a handful of hires, I
21 believe you mentioned, this last year you hired [REDACTED]
22 additional personnel. Correct?

23 A. Yes.

24 Q. And those are dedicated to the IDR
25 process?

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1 A. Yes.

2 Q. And then last year, I believe you
3 mentioned, you hired an additional [REDACTED] perhaps?

4 A. We hired [REDACTED] this year.

5 Q. This year. I see. Did you hire any
6 personnel last year?

7 A. No.

8 Q. How about the year before that?

9 MS. STRAHAN: Objection; overly
10 broad.

11 A. Yeah, not that I recall.

12 Q. Other than the [REDACTED] people you hired this
13 year, can you recall any other hires for the IDR
14 processing team?

15 A. No.

16 Q. Are you aware of any investment in
17 systems that Aetna has made that would improve
18 rework turnaround time?

19 MS. STRAHAN: Objection; calls for
20 speculation, lack of foundation.

21 A. Isn't that the question you already asked
22 me?

23 Q. I -- I asked about software first and
24 then a more general question about systems in case I
25 didn't capture everything.

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1 So I'll ask it again.

2 Are you aware of any systems that Aetna
3 has invested in that would improve rework turnaround
4 time?

5 A. No.

6 MS. STRAHAN: Objection; vague.

7 Q. Are you aware of something called [REDACTED]

8 [REDACTED]

9 A. Yes.

10 Q. What is that?

11 A. [REDACTED]
12 [REDACTED]

13 Q. Does that sit outside of the IDR rework
14 processing team?

15 A. Yes.

16 Q. Does that sit before claims would reach
17 the IDR rework processing team?

18 MS. STRAHAN: Objection; lack of
19 foundation.

20 Q. Are you aware of rework instructions for
21 your team changing between 2023 to 2025?

22 MS. STRAHAN: Objection; overly
23 broad, lack of foundation.

24 A. I don't have those specifics at my level.

25 MR. CHANG: Let's take a break. Five

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1 minutes.

2 THE VIDEOGRAPHER: We are off the
3 record. The time is 11:28 a.m.

4 (Break.)

5 THE VIDEOGRAPHER: We are back on the
6 record. The time is 11:39 a.m.

7 Q. Have you ever asked for additional
8 resources to help your IDR rework processing team
9 meet its [REDACTED] day turnaround goal?

10 A. No. We've shifted internally to bring on
11 additional resources.

12 Q. Is there anything that you would change,
13 for instance, to get more resources to help your
14 team meet this [REDACTED] day turnaround goal?

15 MS. STRAHAN: Objection; confusing,
16 overly broad.

17 A. Yeah, I'm not sure I understand the
18 question.

19 Q. Are you able to ask for additional
20 resources, if you need them, to help you meet this
21 [REDACTED] day turnaround goal?

22 MS. STRAHAN: Objection; overly
23 broad.

24 A. We have a hiring process.

25 Q. Do you have room in your budget to hire

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

1 more people, if needed?

2 A. I would have to have those discussions
3 with my leader.

4 Q. But you haven't had those discussions.
5 Correct?

6 MS. STRAHAN: Objection;
7 mischaracterizes the testimony today.

8 Q. Strike that.

9 Other than the [REDACTED] folks that you hired
10 this year, have you requested to hire anyone else to
11 support your team?

12 MS. STRAHAN: Objection; overly
13 broad.

14 A. To support my team or to support IDR?

15 Q. To support IDR.

16 A. No.

17 MR. CHANG: I will pass the witness.

18 MS. STRAHAN: Aetna reserves all
19 questions for the time of trial.

20 Thank you, Ms. Baillargeon. You're
21 done.

22 THE VIDEOGRAPHER: We are off the
23 record. The time is 11:42 a.m.

24 (Deposition concluded at 11:42 a.m.)

25

****CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER****

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT LLC, ET	§	
AL.,	§	
	§	CIVIL ACTION NO.
PLAINTIFFS,	§	3:24-CV-00680-MPS
	§	
V.	§	
	§	
AETNA LIFE INSURANCE	§	
COMPANY, ET AL.,	§	
	§	
DEFENDANTS.	§	

REPORTER'S CERTIFICATION
DEPOSITION OF AMY BAILLARGEON
TAKEN DECEMBER 2, 2025

I, TAMARA CHAPMAN, Certified Shorthand Reporter in
and for the State of Texas, hereby certify to the
following:

That the witness, AMY BAILLARGEON, was duly sworn
by the officer and that the transcript of the oral
deposition is a true record of the testimony given
by the witness;

That the original deposition was delivered to
ABRAHAM CHANG;

That a copy of this certificate was served on all
parties and/or the witness shown herein on

_____.

I further certify that pursuant to FRCP No.
30(f)(i) that the signature of the deponent:

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1 was requested by the deponent or a party before
2 the completion of the deposition and that the
3 signature is to be returned within 30 days from date
4 of receipt of the transcript. If returned, the
5 attached Changes and Signature Page contains any
6 changes and the reasons therefor;

7 X was not requested by the deponent or a party
8 before the completion of the deposition.

9 I further certify that I am neither counsel for,
10 related to, nor employed by any of the parties in
11 the action in which this proceeding was taken, and
12 further that I am not financially or otherwise
13 interested in the outcome of the action.

14 Certified to by me this 8th day of December, 2025.
15
16
17
18

19 

20 Tamara Chapman, CSR, RPR-CRR

CSR NO. 7248; Expiration Date: 12-31-25

21 Veritext Legal Solutions

Firm Registration No. 571

22 300 Throckmorton Street, Suite 1600

Fort Worth, Texas 76102

23 800-336-4000
24
25

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Exhibit D

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UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT, LLC, et al,) No.
Plaintiff) 3:24-cv-00680-MPS
)
vs.)
)
AETNA LIFE INSURANCE)
COMPANY,)
Defendant)

VIDEOTAPED DEPOSITION OF REGINA YEAGER

Taken in the offices of Veritext Legal
Solutions, 5100 Tilghman Street, Suite 205,
Allentown, Pennsylvania, on Wednesday, April 23,
2025, commencing at 9:00 a.m., by Leandra M.
Stoudt, RPR, CBC, CCP, CRR, CCR-NJ, Notary Public.

APPEARANCES:

By: Abraham Chang, Esq.
NORTON ROSE FULBRIGHT US LLP
1550 Lamar Street, Suite 2000
Houston, TX 77010
abraham.chang@nortonrosefulbright.com
-- for the Plaintiff

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1 Costa is also attending, managing senior counsel
2 at Aetna, by Zoom.

3 THE VIDEOGRAPHER: Thank you.

4 Are there additional counsel on Zoom
5 that need to be identified?

6 MR. SMITH: Yes. Good morning. This
7 is Ruel Smith of Hinshaw & Culbertson for
8 defendant Cigna Health and Life Insurance Company.

9 THE VIDEOGRAPHER: Okay. Please
10 proceed.

11 Will the court reporter please swear
12 in the witness?

13 REGINA YEAGER, having been duly
14 sworn, was examined and testified as follows:

15 * * *

16 EXAMINATION

17 BY MR. CHANG:

18 Q. Good morning.

19 A. Good morning.

20 Q. Will you please state your full name
21 for the record.

22 A. Regina Yeager.

23 Q. Miss Yeager, do you understand you're
24 under oath today?

25 A. I do.

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1 A. It was a promotion, January 1st of
2 '23.

3 Q. Is it fair to say that in your time
4 as lead director, responsibilities were added to
5 you over time?

6 A. Yes.

7 Q. For instance, you couldn't have
8 overseen the federal No Surprises Act team when
9 you first started your role because it didn't
10 exist then. Fair to say?

11 A. Correct.

12 Q. And so you -- are you, sitting here
13 today, an executive director at Aetna?

14 A. Yes.

15 Q. Who do you report to?

16 A. Jackie Diedrich.

17 Q. And what is Miss Diedrich's title?

18 A. Associate vice president.

19 Q. And who does she report to?

20 A. Mark Faulkner.

21 Q. And what is his title?

22 A. Vice president.

23 Q. Who does he report to?

24 A. Brian Brookman.

25 Q. What is his title?

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1 A. Senior vice president.

2 Q. And who does he report to?

3 A. What was her name? Katrina -- I
4 can't remember her last name.

5 Q. What's her title?

6 A. She is -- I'm not 100 percent sure.

7 Q. Is she a C-suite executive?

8 A. I don't know.

9 Q. Does she have someone that she
10 reports to?

11 A. Yes.

12 Q. Do you know who that person is?

13 A. I do not remember.

14 Q. How many direct reports do you have?

15 A. Direct reports?

16 Q. Yes.

17 A. Approximately 

18 Q. As executive director, what teams at
19 Aetna do you manage?

20 A. I manage the federal No Surprises Act
21 team, the state surprise bill team, the global
22 claim services team, and the center of excellence
23 processing team.

24 Q. Tell me about the center of
25 excellence processing team. What does that team

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1 Q. Do they interface at all with the
2 federal No Surprises Act team?

3 A. They do -- a portion of them do.

4 Q. Okay. When does that happen?

5 A. That happens with -- in the open
6 negotiations space of federal No Surprises Act.
7 The -- our negotiators are in the global claim
8 services team.

9 Q. Is that the only time that they
10 interface -- is that the only time that the
11 federal No Surprises Act team interact with the
12 global claim services team?

13 A. Yes.

14 MS. STRAHAN: I'm sorry to interrupt,
15 but I lost realtime. The computer is just
16 restarting.

17 MR. CHANG: Let's go off the record.

18 THE VIDEOGRAPHER: Off the record.
19 It's 9:56 a.m.

20 (A break was taken.)

21 THE VIDEOGRAPHER: Back on the
22 record, 10:01 a.m.

23 BY MR. CHANG:

24 Q. Will you remind me the teams that you
25 oversee as executive director?

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1 A. Yes. The Center of Excellence
2 processing team, the global claims services team,
3 the state surprise bill team, and the federal No
4 Surprises Act team.

5 Q. At a high level, what does the state
6 surprise bill team do?

7 A. The state surprise bill is
8 responsible for receiving open negotiation
9 prearbitration requests from providers. And
10 they're also responsible for the -- some of the
11 arbitration mediation process for claims that are
12 eligible for a state surprise bill.

13 Q. So does that team interact at all
14 with the federal No Surprises Act team?

15 A. No.

16 Q. And I think you testified earlier
17 that the Center of Excellence processing team
18 interacts with the federal No Surprises Act team
19 when there is an urgent claim.

20 A. Yes.

21 Q. Is that right?

22 And are there any other instances in
23 which those two teams interact?

24 A. The center of excellence and FED NSA
25 team?

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1 would say manages the Federal NSA team?

2 A. Team for the responsibilities that I
3 oversee?

4 Q. Yes.

5 A. No.

6 Q. And what responsibilities do you
7 oversee?

8 A. So I manage the open negotiations
9 managers. And all of the IDR phases of the
10 Federal NSA and that manager.

11 Q. Does that include payment of IDR
12 awards?

13 MS. STRAHAN: Objection. Vague.

14 A. So the -- my team does not rework IDR
15 awards.

16 Q. And I think we went over that.

17 But there is a different team that
18 managed the rework for IDR awards, is that right?

19 A. That's correct.

20 Q. And remind me what that team is
21 called.

22 A. The provider rework team.

23 Q. Provider rework team.

24 And do you know who oversees the
25 provider rework team?

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1 A. I do.

2 Q. And what is -- who is that?

3 A. It is Amy Baillargeon.

4 Q. Do you know her title?

5 A. Executive director.

6 Q. Will you spell that last name for the
7 benefit of the court reporter?

8 A. B-A- -- where's spell check when you
9 need it?

10 B-A-I-L-L-A-R-G-E-O-N. I think it's
11 close.

12 Q. We won't hold you to it.

13 A. Okay. Thank you.

14 Q. How big is the Federal NSA team?

15 A. It is -- [REDACTED]

16 Q. Can you break that number down for
17 me?

18 A. Down into what level?

19 Q. Do they have different
20 responsibilities, these [REDACTED] people?

21 A. They have -- yes, they all do.

22 Q. Now is probably a good time to get
23 into this email.

24 MR. CHANG: I am marking as Exhibit
25 1, as Yeager 1, an email that I was handed this

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1 no request or order to produce that information.
2 It just happens to be within the email itself.

3 And as plaintiffs have done in their
4 own production, we are redacting what would
5 otherwise be irrelevant, confidential, and
6 proprietary information.

7 This email was discovered in
8 preparation for deposition, and for whatever
9 reason, it was not picked up in the search terms.
10 So we are, out of abundance of caution and for the
11 benefit of the plaintiff, producing it so that
12 plaintiff has the benefit of this email during
13 Miss Yeager's deposition.

14 BY MR. CHANG:

15 Q. Miss Yeager, do you recognize this
16 document?

17 A. I do.

18 Q. How do you recognize this document?

19 A. This is an email that I had sent to
20 my leader and her leader on a biweekly basis.

21 Q. And will you remind me who your
22 leader is?

23 A. Jackie Diedrich.

24 Q. And is -- and who is her leader?

25 A. So her current leader is Mark

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1 Faulkner. At the time of this email, it was Tony
2 Magliano, who retired from Aetna.

3 Q. And when did he retire?

4 A. December 31st of '24.

5 Q. And I see here that Miss Diedrich's
6 email is cvshealth.com. Do you see that?

7 A. I do.

8 Q. Do you know why that is?

9 A. I do not -- I do -- I don't.

10 Q. I'm going to direct your attention to
11 page 72 of this email chain. Specifically, an
12 October 14th, 2022 email that you sent at 10:13
13 a.m. Let me know when you're there.

14 A. I am there.

15 Q. Is this the first email in this
16 chain, best as you recall?

17 A. In this chain, yes, it would look
18 that way, according to this document.

19 Q. When did you start updating Jackie
20 Diedrich about the FED NSA program?

21 A. So Jackie was informed every --
22 during my one-on-ones with her throughout -- since
23 regulations started in January of 2022.

24 Q. So you've had regular one-on-ones
25 with Miss Diedrich since January of '22, is that

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1 right?

2 A. Absolutely.

3 Q. Did you also provide her with email
4 updates beginning in January '22?

5 A. No. It was just verbal during my
6 one-on-one.

7 Q. When did the email updates start?

8 A. So this one is October 14th of '22.
9 I haven't researched to see if I had any further
10 earlier documentation.

11 Q. Okay. You haven't looked at your --
12 your emails, gone in to see a -- about
13 communications, is that right?

14 A. No. I haven't done my homework on --
15 for this.

16 Q. And fair enough.

17 A. All right.

18 Q. Not everyone does their homework, you
19 know.

20 MS. STRAHAN: Objection to the
21 sidebar.

22 BY MR. CHANG:

23 Q. Fair to say you haven't been asked to
24 search for any documents in this case?

25 MS. STRAHAN: Objection, since that

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1 them?

2 A. I don't know.

3 Q. Let's take a look at this email you
4 sent October 14th, 2022, 10:13 a.m.

5 Do you see where it says, staffing?

6 A. I do.

7 Q. And in the subbullets, you have, [REDACTED]
8 colleagues supporting open negotiations. Do you
9 see that?

10 A. I do.

11 Q. [REDACTED] colleagues supporting IDR. Do you
12 see that?

13 A. Yes.

14 Q. [REDACTED] colleagues assist as AOP from
15 provider rework. Do you see that?

16 A. I do.

17 Q. What does AOP mean here?

18 A. It is assisting other processing
19 unit. It's assisting from another organization to
20 come in and help with the work.

21 Q. As I understand this, am I
22 understanding correctly that there was [REDACTED]
23 individuals from the provider rework team that
24 were dedicated to the Federal NSA program?

25 A. Not dedicated, no.

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1 Q. I see.

2 You just had [REDACTED] colleagues from the
3 provider rework team helping the NSA team, is that
4 right?

5 A. That is correct.

6 Q. And so they would have had other
7 responsibilities as part of their provider rework
8 team that had nothing to do with the Federal NSA
9 program?

10 A. Yeah. I -- at this time, I don't
11 know if they were assisting full time or if they
12 were assisting part time.

13 Q. Okay. Going further down, another
14 bullet says, [REDACTED] FTEs postponed until 2023.

15 Do you see that?

16 A. I do.

17 Q. And then there are three project
18 managers and internal FTEs assisting, as well.
19 That's a bullet, right?

20 A. Correct.

21 Q. Do you recall why [REDACTED] FTEs were
22 postponed until 2023?

23 A. If I have to speculate, I vaguely
24 remember we were hiring additional [REDACTED] FTEs. And I
25 don't recall the reason why they were postponed

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1 until 2023, but it was on-boarding [REDACTED] additional
2 FTEs for FED NSA.

3 Q. And FTEs are full-time employees, is
4 that correct?

5 A. Correct.

6 Q. So at -- in 2022 of October, it looks
7 like the total team size for the Federal NSA team
8 was [REDACTED] colleagues and open negotiations, plus [REDACTED]
9 colleagues supporting IDR, and then [REDACTED] project
10 managers and internal FTEs. Does that sound about
11 right?

12 A. Yes.

13 Q. And so that team that you've had has
14 grown since then, is that right?

15 A. Absolutely.

16 Q. Do you have -- let me ask you this
17 then.

18 Of your [REDACTED] current reports, are they
19 still broken down along the lines set out in this
20 staffing email?

21 A. In this whole email?

22 Q. Well, in -- broken down by open
23 negotiations and then IDR and then project
24 managers and internal FTEs, are those the -- the
25 broad categories of employees in your [REDACTED]-person

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1 A. Correct.

2 Q. And has this IDR as a whole, team --
3 strike that. I'll ask it a different way.

4 Do you now have individuals working
5 specifically on IDR determinations?

6 A. Yes.

7 Q. How many people work just for IDR
8 determinations?

9 A. Approximately [REDACTED]

10 Q. And what do those people do?

11 A. They -- when we get the IDR
12 determination email from the federal portal, they
13 open up the email, they review the determination
14 to determine if it's a win, loss, ineligible,
15 dismissal, they update our [REDACTED]
16 and if the claim requires rework because the
17 initiating party is the winner, then we route the
18 claim -- they route the claim for -- to be handled
19 for rework. That's what the determination folks
20 do.

21 Q. And do you refer to them as the
22 determination folks?

23 A. Oh, I do. Sorry.

24 Q. No, that's fair. However you refer
25 to them is how we'll refer to them, as well here.

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1 Are there other IDR folks who are not
2 determination folks?

3 A. Yes.

4 Q. Okay. And who are those people?

5 A. So we have people that handle the IDR
6 applications, IDR final offers, IDR invoices, and
7 the IDR additional information emails we receive
8 from IDREs.

9 Q. Let's take those one by one.

10 How many people are in the IDR
11 applications team?

12 A. I do not know off the top of my head.

13 Q. It's not [REDACTED] though, right?

14 A. Oh, no.

15 Q. Say [REDACTED]?

16 A. Let me just think a second. I'm
17 going to say maybe, at the most, [REDACTED].

18 Q. How about for the folks on -- who
19 work with IDR final offers? How many people of
20 those are there?

21 A. Roughly, about [REDACTED].

22 Q. How many people are IDR invoices
23 folks?

24 A. Maybe [REDACTED].

25 Q. And approximately how many people are

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1 folks who focus on IDR additional information
2 emails?

3 A. [REDACTED].

4 Q. How many project managers in internal
5 FTEs are assisting your Federal NSA team?

6 A. Let me think. [REDACTED].

7 Q. And do you know approximately how
8 many colleagues now assist as AOP from the
9 provider rework team?

10 A. [REDACTED].

11 Q. So now it's [REDACTED], it used to be [REDACTED]?

12 A. Back in 2022, yes.

13 Q. Do you know why that number has gone
14 down?

15 A. Well, from 2022 'til now?

16 Q. Yeah.

17 A. Because we -- my -- the Federal NSA
18 team, my team, we have added to our staff where we
19 didn't need -- where we now don't need as much AOP
20 assistance.

21 Q. I see.

22 Do any of the IDR folks handle
23 responsibilities that the provider rework team
24 also provides?

25 A. No. They do not rework claims.

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1 Q. Okay. If I'm understanding
2 correctly, though, you're saying that there are
3 IDR folks who have taken on some of the
4 responsibilities that these [REDACTED] colleagues who
5 were assisting as AOP from the provider rework
6 team were handling before. Is that right?

7 MS. STRAHAN: Objection.
8 Mischaracterizes testimony.

9 You can answer.

10 A. So it would be -- they -- my -- my
11 IDR colleagues did not do the work of a provider
12 rework person. The provider rework folks that
13 came over to assist with determinations were doing
14 the tasks for an IDR determination colleague.

15 Q. I understand now. Thank you for
16 that.

17 A. Uh-huh.

18 Q. It seems like of all the staffing
19 growth you've had on the Federal NSA team, the
20 greatest amount of growth has been on the IDR
21 determination side. Is that right?

22 A. That's correct.

23 Q. Do you review all [REDACTED] of your team
24 members on the Federal NSA team?

25 A. Explain review.

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1 Q. Fair enough.

2 Are there performance reviews that
3 your Federal NSA team undergoes?

4 A. So clarify a little bit further.

5 Q. So, you know, some companies will
6 have annual reviews, that sort of thing. Does
7 Aetna have that?

8 A. Yes.

9 Q. Do you review the members of the
10 Federal NSA team yourself?

11 A. No.

12 Q. Who conducts reviews for these [REDACTED]
13 folks?

14 A. Their managers.

15 Q. So --

16 A. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 Q. So that's a good point.

20 Let me ask you this: Of the [REDACTED] or so
21 folks supporting the open negotiations process,
22 how many of them are based in [REDACTED]?

23 A. [REDACTED]

24 Q. Where are the rest based?

25 A. [REDACTED]

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1 THE COURT REPORTER: In what?

2 THE WITNESS: [REDACTED] Sorry.

3 THE COURT REPORTER: It's okay.

4 BY MR. CHANG:

5 Q. It -- is it just [REDACTED]?

6 A. Yes.

7 Q. Okay. Of [REDACTED] or so IDR
8 determination folks, how many of those are based
9 in [REDACTED]?

10 A. [REDACTED].

11 Q. Are the rest based in [REDACTED]?

12 A. Yes.

13 Q. Of the [REDACTED] or so folks working on IDR
14 applications, how many of those are based in [REDACTED]
15 [REDACTED]?

16 A. [REDACTED] -- wait, I'm sorry. Say that
17 number again in applications.

18 Q. Of the --

19 A. Because you're doing that of where my
20 mind's going.

21 Q. Yeah, yeah. No, so -- so from what I
22 recall, you said about [REDACTED] folks work on IDR
23 applications, right?

24 A. Yes.

25 Q. And how many of those folks are based

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1 in [REDACTED]?

2 A. [REDACTED].

3 Q. Okay. And are the rest based in

4 [REDACTED]?

5 A. Yes.

6 Q. Let's talk about the folks who work
7 on the final offers team.

8 There's about [REDACTED] of them, is that
9 right?

10 A. Yes.

11 Q. And how many of those are based in

12 [REDACTED]?

13 A. Let me see my calculator.

14 [REDACTED].

15 Q. And are the rest based in [REDACTED]?

16 A. Yes.

17 Q. For the [REDACTED] folks who work on
18 handling additional information requests from the
19 IDR entities, are those folks based in [REDACTED]?

20 A. Yes.

21 Q. And for the folks who work on IDR
22 invoices, about [REDACTED] or so, how many of those are
23 based in [REDACTED]?

24 A. All of them.

25 Q. And whereabouts in the -- for the

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1 folks who work on the IDR team as a whole who are
2 based in [REDACTED], are they spread out all across
3 [REDACTED]?

4 A. Yes.

5 Q. Which reminds me, I forgot to ask
6 you: What is your current address?

7 A. Like, entire address?

8 Q. Your entire address.

9 A. My home address?

10 Q. Where -- sorry. Your office address.
11 Where are you based?

12 A. I am based at home.

13 Q. Understood. Well, don't give me the
14 whole address then.

15 What town are you based in?

16 A. Slatington.

17 Q. Okay. I assume that's in
18 Pennsylvania?

19 A. Yes.

20 Q. The folks who work on the IDR team,
21 are they all Aetna employees? Do you know?

22 A. For our [REDACTED] people?

23 Q. No. The -- the team in [REDACTED].

24 A. So they are [REDACTED].

25 Q. And will you tell me what [REDACTED] is?

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1 A. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 Q. [REDACTED]
5 [REDACTED]
6 A. [REDACTED]
7 Q. [REDACTED]
8 [REDACTED] is not an
9 Aetna company, correct?
10 A. Correct.
11 Q. The folks in [REDACTED] who are -- who
12 work on your IDR team and your open negotiations
13 team, they work for [REDACTED], correct?
14 A. So they work for [REDACTED], but they
15 are a direct report to myself and have an Aetna
16 email address.
17 Q. But they're employees of [REDACTED] for
18 purposes of payment, is that right?
19 A. So per the contract, we pay them.
20 Q. You pay [REDACTED]s?
21 A. For the work that they do, yes.
22 Q. And Infosys pays these folks in
23 [REDACTED]?
24 A. Yes.
25 MR. CHANG: How long have we been on

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1 A. I review my [REDACTED] direct report
2 managers, yes.

3 Q. As part of the -- let's just take it
4 team by team then.

5 For the open negotiations folks who
6 are [REDACTED], do they have performance metrics
7 that they need to hit?

8 A. They have performance targets.

9 Q. And at a high level, can you describe
10 those for me?

11 A. So for open negotiations, the goal is
12 that they complete [REDACTED] email requests of open
13 negotiations a day.

14 Q. Are there any other metrics?

15 A. No.

16 Q. For the IDR determination folks, are
17 there metrics that they need to hit?

18 A. Yes. They -- the target -- and I say
19 target loosely because of the variation of the
20 disputes that we receive. So you can have one
21 dispute with one claim. You can have one dispute
22 with 300 claims. So the target is that each
23 colleague completes [REDACTED] determinations a day.

24 Q. And what does complete mean?

25 A. Complete is that they update our

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1 [REDACTED]. And if it needs to be reworked, they
2 route the claim for rework.

3 Q. Are there any other metrics that
4 they're measured by?

5 A. No.

6 Q. For the IDR application team, are
7 there any metrics that they are judged by?

8 A. They do have a target of -- again,
9 target loosely -- of [REDACTED] per colleague per day
10 because of the same situation of one dispute could
11 be 300 claims. That's work effort versus one
12 dispute and one claim.

13 So if I -- somebody handles one
14 dispute that has 300 claims, they're only going to
15 have that one that they've completed for the day
16 versus their [REDACTED].

17 Q. And whether these folks are meeting
18 their metrics is assessed holistically by the
19 managers?

20 A. Yes.

21 Q. How about for the IDR final offer
22 team? Is there a metric that they're judged by?

23 A. They have a target, as well, which is
24 [REDACTED], as well. Same rationale with, you don't know
25 how many cases or how many claims are within each

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1 final offer team does?

2 A. So the final offer folks, what they
3 do is they receive the final offer email from the
4 IDREs and they -- and it's in the -- linked to the
5 federal portal. And they go out to the federal
6 portal and they look at the claims that are part
7 of that dispute, and they will perform a level of
8 eligibility check: Are the claims eligible for
9 Federal NSA?

10 And then they will update the portal
11 with the original QPA amount that we've paid. And
12 they will also include our position statement in
13 the portal.

14 Q. And will you remind me then what the
15 IDR application folks do?

16 A. So the application is the first step
17 in IDR. So when we receive the email that a
18 dispute has been initiated and we get an email
19 from the portal that a dispute or a case ID was
20 assigned, then we get a link to the portal and the
21 application folks go out and they update a couple
22 of different fields.

23 They do an eligibility check on those
24 claims, as well, if they're eligible for FED NSA
25 or not. And then there's -- and I -- I don't know

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1 the number of fields and the details of all of the
2 fields they populate, but the gist of it is the
3 eligibility check, completing the application, and
4 then doing the attestation, whether or not the
5 IDRE that the initiating party selected, to ensure
6 that we don't have a conflict of interest. And
7 then they do the attestation and then they
8 complete the application.

9 Q. Got it.

10 So both the IDR application folks and
11 also the IDR final offer folks conduct
12 eligibility checks of some kind?

13 A. Yes.

14 Q. Is there anyone else on the IDR team
15 or anyone else -- let me take it one step at a
16 time.

17 Is there anybody else on the IDR team
18 that conducts eligibility checks?

19 A. No.

20 Q. The folks who handle additional
21 information requests, those [REDACTED] folks, do they
22 go -- have a metric that they go by?

23 A. I am not sure. And I say that
24 because those additional information emails, you
25 don't know what you're getting. You don't know

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1 A. Yes.

2 Q. Does she conduct trainings for the
3 team?

4 A. No.

5 Q. Does she interface with any of the
6 consultants or analysts?

7 MS. STRAHAN: Objection. Calls for
8 speculation.

9 A. I'm not really sure. Unless if I'm
10 part of an email, there may be occasions that she
11 may reach out to an analyst.

12 Q. How many consultants are on the FED
13 NSA team?

14 A. There are approximately [REDACTED].

15 Q. How many analysts?

16 A. Oh, [REDACTED].

17 Q. If there are [REDACTED] -- and I'm not going
18 to make you do math, but I'm just trying to
19 ascertain if there's another role out there that
20 I'm not covering here.

21 If there are [REDACTED] consultants that are
22 based in [REDACTED] and there are [REDACTED] analysts also
23 based in [REDACTED], are the rest of them, roughly,
24 the members of [REDACTED]

25 A. [REDACTED]

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1 We've produced the training
2 materials. We've produced the policies. So you
3 have that. We've got a corporate rep that can
4 talk about what the training and policies.

5 But anything that is communicating in
6 substance, which you are asking her substance,
7 with compliance that's managed by legal, it is a
8 component of legal, and that is getting into
9 attorney-client privilege. So I'm going to
10 instruct her not to answer that.

11 BY MR. CHANG:

12 Q. Are you going to follow your
13 attorney's instruction?

14 A. I am.

15 Q. How often do you interact with Miss
16 Comfort?

17 A. There's no steady frequency at all.

18 Q. Just on an as-needed basis?

19 A. As needed.

20 Q. Would you say it's more frequent than
21 once a month?

22 A. Me directly, no.

23 Q. Are you aware of something called a
24 federal No Surprises Act [REDACTED]?

25 A. I am.

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1 Q. And what is that?

2 A. [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

9 Q. [REDACTED]

■ [REDACTED]

11 A. [REDACTED]

■ [REDACTED]

13 Q. [REDACTED]

■ [REDACTED]

[REDACTED]?

15 A. [REDACTED]

16 Q. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 A. [REDACTED]

20 Q. [REDACTED]

21 [REDACTED]

22 A. [REDACTED]

■ [REDACTED]

24 Q. Yes, please.

25 A. I didn't want to bore you.

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1 and your practice at Aetna?

2 A. Yes.

3 Q. And then it looks like after the
4 30-day period, there is a four-day period for
5 either party to initiate the IDR process. Is that
6 also consistent with your time and practice at
7 Aetna?

8 A. Yes.

9 Q. And then -- well, let me ask you
10 this.

11 Does Aetna ever initiate the IDR
12 process itself?

13 A. No, because we do not initiate open
14 negotiation, therefore, we do not initiate the
15 independent dispute resolution process.

16 Q. As part of the open negotiation
17 process, the providers and the payer can agree on
18 some amount that settles the dispute, is that
19 right?

20 A. Can you say that one more time --

21 Q. Let me ask it --

22 A. -- please?

23 Q. -- another way.

24 Will you describe the open
25 negotiation process for me?

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1 A. No.

2 Q. Where would that be captured?

3 A. In our [REDACTED].

4 Q. So going back to the graphic here,
5 after the ONP, either party has four days to
6 initiated the IDR process, is that right?

7 A. That is correct.

8 Q. And, again, that's consistent with
9 your experience managing the FED NSA team,
10 correct?

11 A. That is correct.

12 Q. And then the parties either agree on
13 an IDR entity or an entity is randomly selected
14 within three to six business days after the
15 initiation of the IDR process, is that right?

16 A. That is correct.

17 Q. And that's also consistent with your
18 experience at Aetna?

19 A. Yes.

20 Q. And then within three days of being
21 selected, the IDR entity then determines
22 applicability. Do you see that?

23 A. I see that.

24 Q. Do you also understand applicability
25 to be eligibility?

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1 A. Yes.

2 Q. Okay. And can you explain what
3 eligibility is?

4 A. Eligibility is -- does the -- is the
5 place of service an emergency place of service?
6 Is it a service that is eligible under FED NSA?
7 Is it air ambulance claim or is it -- you know, if
8 it was ineligible -- if it was a ground ambulance
9 claim, it would be ineligible. So that is
10 eligibility.

11 Looking at the criteria that applies
12 to FED NSA compared to what is on the claim and
13 the EOB for them to help determine eligibility.

14 Q. Taking a step back, the IDR entity
15 that is selected, that is the adjudicator of the
16 dispute between the provider and the payer, is
17 that right?

18 A. I'm not clear on that. Adjudicator?

19 Q. So I'll use another word.

20 Fair to say the IDR entity is the one
21 that is picking a winner and a loser in this IDR
22 dispute between a provider and a payer?

23 A. Correct.

24 Q. And that IDR entity is the one that
25 is conducting a determination about whether or not

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1 A. Correct.

2 Q. Would you tell me what those options
3 are?

4 A. They could -- it's either -- it
5 indicates who the prevailing party is, whether the
6 noninitiating or the initiating party. It could
7 be that the case was closed because it was
8 ineligible, or it could be dismissed because the
9 initiating party withdrew the case.

10 Q. And in what situation would an
11 initiating party withdraw a case? Do you know?

12 A. I do not.

13 Q. Okay. So either the initiating party
14 withdraws the case or the claim is ineligible or
15 one of the parties wins. Is that -- do I have
16 that right?

17 A. Yes.

18 Q. Let's talk about the -- the situation
19 in which a claim is ruled ineligible. In that
20 scenario --

21 MR. SMITH: Are we back on the
22 record? Because the Zoom participants can't hear
23 anything.

24 THE VIDEOGRAPHER: Stand by.

25 We're back on the record, and we're

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1 determinations within 30 days of receipt?

2 A. So that's very broad. All is a big
3 word. And so the answer to that is not all of
4 them. It all depends on the situation.

5 Q. What does it depend on?

6 A. So it depends on, as a -- an example
7 was when we received a very high volume of
8 incoming determinations after the federal portal
9 was closed down in the fourth quarter of '23. And
10 the IDREs and the initiating parties started
11 submitting massive loads of applications, and the
12 IDREs held onto those claims.

13 So when the floodgate opened for
14 Aetna was in that June/July timeframe of 2024. At
15 that time, our incoming volume spiked because of
16 the portal being shut down, as you're probably
17 aware of, for air ambulance four months in the
18 fourth quarter of 2023. It was also shut down for
19 two months for all of the singles and all of the
20 bundles.

21 So initiating parties stocked up on
22 their volume. And then when the -- when the
23 portal opened back up at the end of December, all
24 of that work got submitted.

25 Aetna health plans in general do not

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1 object to that to the extent it calls for a legal
2 conclusion from a lay person.

3 Go ahead.

4 A. I'm aware of the -- of the
5 30-calendar day turnaround time in the statute.
6 But what I'm saying is that, you know, it was very
7 challenging with meeting that 30-calendar day
8 turnaround time, which was unforeseen, no line of
9 sight for the health plan. And just massive
10 incoming that -- to staff and prepare for that
11 incoming volume was not even possible.

12 MR. CHANG: I'll object to that as
13 nonresponsive and I'll ask again.

14 BY MR. CHANG:

15 Q. So you testified you are aware of
16 this 30-day requirement to pay IDR determinations,
17 correct?

18 A. Correct.

19 Q. You're not aware of any statutory
20 exception to that 30-day requirement period,
21 correct?

22 MS. STRAHAN: Object -- object to
23 that to the extent it calls for a legal
24 conclusion.

25 A. Correct.

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1 handle based upon CMS guidelines, that's what we
2 received. What that volume looks like, I don't
3 have that right now.

4 Q. But you remember from third quarter,
5 fourth quarter of 2023 to about mid 2024, there
6 were issues with the portal being shut and it --
7 just right there. You were aware of issues with
8 the portal being shut?

9 A. Yes, I was well aware the portal was
10 shut down because of the TMA lawsuit.

11 Q. Were you also aware that there were
12 IDR awards building up?

13 A. I had no line of sight.

14 Q. So you had no inkling that there were
15 IDR determinations building up while the portal
16 was shut down?

17 A. Well, so while the portal was shut
18 down, the only -- the only sight that we had were
19 the ones that determinations that were active
20 cases that were initiated prior to the four
21 months. Initiating parties could not submit
22 anything in the portal for the time the portal was
23 shut down. So there was no line of sight on
24 where -- what that volume looked like from the
25 initiating parties.

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1 Q. And that was happening every month?

2 A. Yes, it was happening every month.

3 But the volumes fluctuated, you know, day over
4 day, week over week, when we get the data dumps of
5 3,000 one day and 200 another day. So there was
6 no steady state to see the line of sight on what
7 we could anticipate coming in.

8 Q. So when the portal shut down for four
9 months, did you hire any additional personnel to
10 address a potential backlog of IDR determinations?

11 A. So what we did -- yes. Yes. When
12 the -- when we -- the portal in that June/July
13 timeframe, when our determination and volume
14 started increasing, that's when we immediately
15 engaged in having the conversation with our
16 supplier resources, knowing that if we bring on
17 suppliers, we could temporarily hire them until
18 the volume stabilized.

19 So we brought on -- our supplier
20 resources in, starting to have the conversations,
21 and contracted with them, and brought them on to
22 help with the -- the high incoming.

23 Q. So the supplier resources we're
24 talking about are the [REDACTED]?

25 A. Yes.

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1 Q. What's the greatest number of
2 individuals that have been on the FED NSA team at
3 any point?

4 A. [REDACTED]?

5 Q. Correct.

6 A. Oh, we're at the greatest right now
7 with, you know, [REDACTED] supporting the regulation.

8 Q. [REDACTED]?

9 A. Yes.

10 Q. And that's the highest number it's
11 ever been?

12 A. Yes.

13 Q. Do you know how many employees that
14 you had on the team in July of 2024?

15 A. That would be [REDACTED].

16 Q. How about August of 2024?

17 A. [REDACTED].

18 Q. It sounds like you have some idea of
19 when all the additional folks were on boarded, is
20 that right?

21 A. Yes. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Q. So were they on-boarded in, say, September --

A. Yes.

Q. -- of '24?

Okay. So in September of 2024, you then had around [REDACTED]?

A. No.

Q. In September of 2024, how many were there?

A. So we started out with [REDACTED].

Q. [REDACTED] additional employees.

So [REDACTED] total?

A. Yes.

Q. Okay. How about November of 2024?

A. November was [REDACTED], total.

Q. And in December, did you add more --

A. [REDACTED] -- we were up to [REDACTED].

Q. How about in January?

A. January, it was [REDACTED].

Q. At what point did you hit the [REDACTED] count?

A. Well, so the [REDACTED]. Plus the [REDACTED] supporting FED NSA.

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1 Q. Okay. So in January of 2025 --

2 A. Yes.

3 Q. -- you had hit [REDACTED]?

4 A. Yes.

5 Q. Got it.

6 Other than a backlog of IDR

7 determinations coming in due to the portal

8 shutting down or due to other issues with the

9 portal, are there any other reasons that you can

10 think of for why a determination wouldn't be paid

11 within 30 days?

12 MS. STRAHAN: Objection.

13 Mischaracterizes her prior testimony.

14 A. Yeah, we just talked about, as I
15 mentioned, if it was a potential ineligible and we
16 deemed it eligible. In some of those situations
17 and the bankruptcy situation, those were the other
18 situations.

19 Q. Okay. Any other reasons other than
20 those reasons that you just mentioned?

21 A. No, not at this time.

22 Q. Is there anyone who is a member of
23 the FED NSA team who is responsible for ensuring
24 that providers are paid within 30 days of an Aetna
25 loss?

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1 A. Well, my managers are responsible to
2 ensure that we handle the claims that we receive
3 within that 30 calendar days.

4 Q. What happens if your managers don't
5 handle claims and ensure that they're paid within
6 30 days?

7 A. Well, I would address that. If that
8 was the situation, to get the -- the root cause on
9 why we're not paying a determination within 30
10 days.

11 Q. If a claim comes in today, let's say,
12 and a determination is issued, you receive the
13 determination today, you would expect that it's
14 paid within 30 days, is that fair?

15 MS. STRAHAN: Objection. Overly
16 broad.

17 A. I would expect that, barring any
18 issues with that determination -- as we spoke
19 about, the ineligible, the bankruptcy -- if it's
20 truly a case that was eligible and Aetna has lost,
21 then, yes, the expectation would be that that
22 award payment would be paid within 30 calendar
23 days from the day we received the determination.

24 Q. Is there an internal Aetna mechanism
25 flag when IDR determinations that are eligible and

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1 have been found to be eligible are paid within 30
2 days because it's inconvenient?

3 MS. STRAHAN: Objection. Asked and
4 answered and mischaracterizes the prior testimony.

5 A. No, it's not that it's inconvenient.
6 It's that, you know, we handle our work first in,
7 first out. First in, first out. So, why would we
8 need to flag something if we stay within our 30
9 calendar days?

10 Q. I'm asking if there's a mechanism to
11 track when you -- when something goes beyond the
12 30 days.

13 A. No.

14 Q. So you're not saying that Aetna
15 always stays within the 30 days, either, are you?

16 MS. STRAHAN: Objection. Vague.
17 Overly broad.

18 A. Yeah, I'm not saying that -- I had
19 said previously that there had been situations
20 where we did handle determinations that were
21 greater than 30 days.

22 Q. Okay. So when you say why would we
23 need to flag something if we stay within our 30
24 calendar days, the answer is, well, you don't
25 always stay within your 30 calendar days, right?

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1 the [REDACTED] then?

2 A. Yes, it's in the [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20 Q. Do you know what the number of
21 disputes greater than 30 days is currently?

22 A. Yes.

23 Q. What is it?

24 A. Well, as of -- I don't remember what
25 it was this morning. I -- I'm sorry. But I do

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1 remember what it was yesterday. It was about
2 1500.

3 Q. Would that include awards that have
4 been determined ineligible or that involved a
5 bankrupt plan sponsor?

6 MS. STRAHAN: Objection. Overly
7 broad. Calls for speculation.

8 A. I don't know what it -- it
9 includes -- I can tell you it includes wins and
10 losses, and that is as high of a level as I know,
11 because until I look up each and every one of
12 those disputes and open up a PDF, I don't know if
13 we won it, if we lost it, I don't know the plan
14 sponsor, I don't know the claim information. So
15 the -- the 1500 is a combination of wins and
16 losses.

17 Q. So I guess what I'm getting at is:
18 How does Aetna find out if it has an award that is
19 greater than 30 days that it hasn't paid and that
20 is eligible?

21 MS. STRAHAN: I'm going to object to
22 that. She's not a corporate representative. I'm
23 going to object to the extent that it calls for
24 speculation and it's still vague.

25 But go ahead.

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1 administrator of our [REDACTED] application. So
2 they kind of provided that project management
3 oversight on -- I don't want to say critical
4 items, but very important project management type
5 of tasks if you will.

6 Q. Who are the individuals you were just
7 referring to now?

8 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12 Q. [REDACTED]

13 A. [REDACTED]

14 Q. [REDACTED]
[REDACTED]

16 A. [REDACTED]

17 Q. [REDACTED]?

18 A. [REDACTED].

19 Q. Is there a reason why you're moving
20 to this new application?

21 A. To gain efficiencies within the -- my
22 team.

23 Q. Efficiencies like what?

24 A. So we're looking to get more
25 automation.

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1 Q. Do you know what the basis of her
2 statement was when she said that?

3 MS. STRAHAN: Objection. Calls for
4 speculation.

5 A. What she's stating is, our normal
6 process. If we receive a written determination
7 from the IDRE and the determination PDF has the
8 claim numbers on them with the service codes and
9 the award amounts, then we will handle within the
10 required 30 calendar days. And the reason that
11 she has this on here is because there are times,
12 and have been times, when we get a determination
13 and we have DLI numbers that mean nothing to Aetna
14 and we don't have claim numbers.

15 Q. And what's a DLI number?

16 A. I don't even really know what it
17 stands for because it's a -- something that the
18 portal and the IDREs use. So they'll -- they --
19 instead of giving us a determination, here are all
20 of your claim ID numbers, they use -- it's called
21 DLI number and it's like a five-digit number that
22 means nothing to a health plan.

23 Q. And Aetna needs the claim number to
24 determine whether an award should be paid?

25 A. Aetna needs the claim ID in order to

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1 the exhibits since we're using EHI.

2 BY MR. CHANG:

3 Q. You were involved in the process of
4 negotiating the [REDACTED] contract, correct?

5 A. Correct.

6 Q. Did you negotiate pricing?

7 A. I did not.

8 Q. Was there someone at Aetna who did?

9 A. That's our procurement department.

10 Q. Did -- what part of the contract did
11 you negotiate?

12 A. The part that I -- I don't want to
13 say negotiate because I didn't negotiate. The
14 part that I worked with the [REDACTED] lead on was
15 determining how many resources we should bring on
16 in what phase of this FED NSA process.

17 Q. So is it laid out in the contract the
18 schedule for building up this new workforce?

19 A. Yes.

20 Q. And from what I recall, it was -- it
21 started in late 2024 and then was to full strength
22 in January of 2025. Is that right?

23 A. Correct.

24 Q. Started in, let's say, October, is
25 that, correct?

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1 A. Um, yeah, we started a conversation
2 in July of '24 and we brought on our first [REDACTED]
3 on -- in September of 2024.

4 Q. Does the FED NSA team have a budget
5 that you are aware of?

6 A. No, not specific to the FED NSA team.

7 Q. Do you know how much the FED NSA team
8 costs Aetna?

9 A. So the FED NSA team, for my [REDACTED] FTEs,
10 [REDACTED]. For my [REDACTED], [REDACTED].

11 Q. And this is annually, correct?

12 A. Correct.

13 Q. And these are projections because you
14 haven't actually had the offshore team for a full
15 year?

16 A. Correct. It's the dollar amount
17 that's in their contract for the full 2025, yes.

18 Q. I see. They're paid a flat amount.
19 Is that right?

20 A. They are paid hourly.

21 Q. But the cap is [REDACTED] for the
22 year?

23 A. It is -- I want to say it's [REDACTED]
24 [REDACTED]. [REDACTED] for 2025 alone.
25 That's just 2025. But -- so the contract, I would

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1 Q. Are there -- does [REDACTED] have the
2 ability to scale up and add people to the team if
3 need be?

4 A. Yes.

5 Q. Do you know how much Aetna has spent
6 standing up the FED NSA team?

7 A. I do not. That's a very broad
8 question. Because there's a lot of areas that had
9 to put a lot of effort into standing up the FED
10 NSA from, you know, claim platforms to EOBs to
11 pricing to it's -- that's a huge, huge effort that
12 we as a company have completed. Like, you see our
13 EOBs, right, they look great. They have your
14 funding type on there, you got your disclaimer on
15 there, so they look -- that looks great. So we
16 did invest a lot of money to ensure that we are
17 compliant with all aspects of that.

18 Q. Have you heard the term surprise bill
19 review team?

20 A. Yes.

21 Q. And I know we've been talking about
22 IDR determinations or the IDR team. What is this
23 SBRT team in relation to what we've been
24 discussing today?

25 A. So -- well, let me ask you. Because

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1 it -- it goes -- if you -- who did you hear that
2 from, may I ask you that question? And then I can
3 tell you what the definition of that is.

4 Q. Sure. So I heard it by reading Brady
5 O'Brien's transcript. So, you know, do you have
6 an understanding of what Brady O'Brien meant by
7 the SBRT team?

8 A. Yes, so the SBRT team is the surprise
9 bill review team which is the same as the Federal
10 No Surprises Act surprise bill team. So
11 they're -- it's really SBRT, surprise bill review
12 team, that is the Federal NSA team.

13 Q. That's what we've been talking about
14 all day?

15 A. That's everything we've been talking
16 about all day, yes.

17 Q. All right.

18 A. But for clarity, I was saying the FED
19 NSA team. But internally, it's the SBRT team, but
20 I wanted to make sure you were clear it's the FED
21 NSA team. So they're one in the same.

22 Q. Got it. Okay. For self-funded
23 plans, Aetna serves as the administrator for
24 out-of-network claims sometimes, correct?

25 A. Correct.

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1 Aetna do you know?

2 A. Who, Jackie?

3 Q. Yes.

4 A. I do not know.

5 Q. Okay. Is it more than five years?

6 Have you worked with her for more than five years?

7 A. Yes.

8 Q. More than ten?

9 A. Yes.

10 Q. More than 20?

11 A. For Jackie, that I worked with her or
12 that she's been with Aetna?

13 Q. That you've worked with her?

14 A. I've been working for Jackie for
15 eight years.

16 Q. Got it. All right. Do you see on
17 this email where it says, IDR determinations,
18 although we are above the 30 CD [REDACTED] target
19 (4.28 percent), we are seeing good improvement
20 with the implementation of the automated routing
21 macro and rocket handling the rework?

22 A. Yes.

23 Q. All right. What does 30 CD [REDACTED]
24 target (4.28 percent) mean?

25 A. So the -- the CD is calendar days.

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1 So this is determinations and, again, this is
2 where we track on our [REDACTED] what our
3 inventory is. So what this is saying is that I
4 internally set -- the 3 percent target is what I
5 set as nobody's perfect. We will never be 100
6 percent of our work is going to be 100 percent
7 accuracy, 100 percent within the timeline because
8 nobody walks on water, okay?

9 So I set my internal target is, I as
10 a business owner, I would feel comfortable if we
11 stayed that 3 percent or less of determinations
12 fall to potentially greater than 30 calendar days.
13 Obviously, my goal is zero goes greater than 30
14 calendar days. So what this is saying is that,
15 currently, for June of '24, 4.28 percent of our
16 current inventory volume was greater than 30
17 calendar days.

18 Q. Got it. So your eventual goal is
19 going to be zero percent, but right now, the [REDACTED] --
20 as of June 28th, 2024, your goal was [REDACTED],
21 right?

22 A. So being realistic, no. My -- my
23 goal is [REDACTED]. We're always going to have
24 those outliers that fall into that bucket.

25 Q. Do you see the term [REDACTED] in that?

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1 A. I do.

2 Q. What is [REDACTED]

3 A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22 So that is what we rolled out just
23 trying to help, you know, obviously, gain
24 efficiencies. That's always what we strive for
25 across the board, not just for FED NSA is, you

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1 know, automation, automation, automation.

2 Q. For the 4.28 percent in parenthesis,
3 that number comes out of the [REDACTED], is that
4 right?

5 A. Yes.

6 Q. If I wanted that number -- let's take
7 a step back.

8 Have you been providing that number
9 to Jackie and, historically, Tony?

10 A. I have been --

11 MS. STRAHAN: Objection. Vague
12 overly broad.

13 A. I have been providing it -- in each
14 of these updates you see the dates that go.
15 Attached to these updates is the -- the [REDACTED].
16 It was always also shared and reviewed with them
17 during the biweekly meeting with him.

18 Q. What's -- okay.

19 So is that 4.28 percent number a
20 column in the [REDACTED]?

21 A. Yes.

22 Q. What's the column called?

23 A. I -- well, so it's not a column. It
24 would be a row. Because the column is by the week
25 ending and by the month.

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1 So then, the row, I'm not exactly
2 sure. I'm not exactly sure what it is called on
3 that row. Inventory greater than 30 calendar
4 days.

5 Q. Percentage.

6 A. And then percentage. We have number,
7 percent and then it's just the formula that does
8 the percent based off of total inventory, greater
9 than 30, formula.

10 Q. Would Brady know how to read the
11 [REDACTED]?

12 A. Yes.

13 Q. Okay.

14 A. Yeah, Brady updates the [REDACTED]
15 every week with the resolved volumes.

16 Q. Let me direct your attention to page
17 nine of this document. You see an email on
18 December 6th, 2023 from you to Tony and to Jackie,
19 is that right?

20 A. Yes.

21 Q. All right. And SBRT application,
22 delivery date 3/15/2024. That's the new
23 application that you've been telling me about, is
24 that right?

25 A. Yes.

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1 Q. And suffice to say that some things
2 got delayed?

3 A. Yes.

4 Q. Okay. This here is an estimate of
5 costs to develop the application. Is that right?

6 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12 Q. [REDACTED]
[REDACTED]

14 A. [REDACTED]
[REDACTED]
[REDACTED]

17 Q. Understood. All right. Let me
18 direct your page -- attention to page 11. It's an
19 October 31st, 2023 email from you to Jackie and
20 Tony.

21 A. Uh-huh.

22 Q. There are some costs laid out in this
23 email. Are those also, I'll call them, variable
24 costs and what I'm saying is costs to operate this
25 application?

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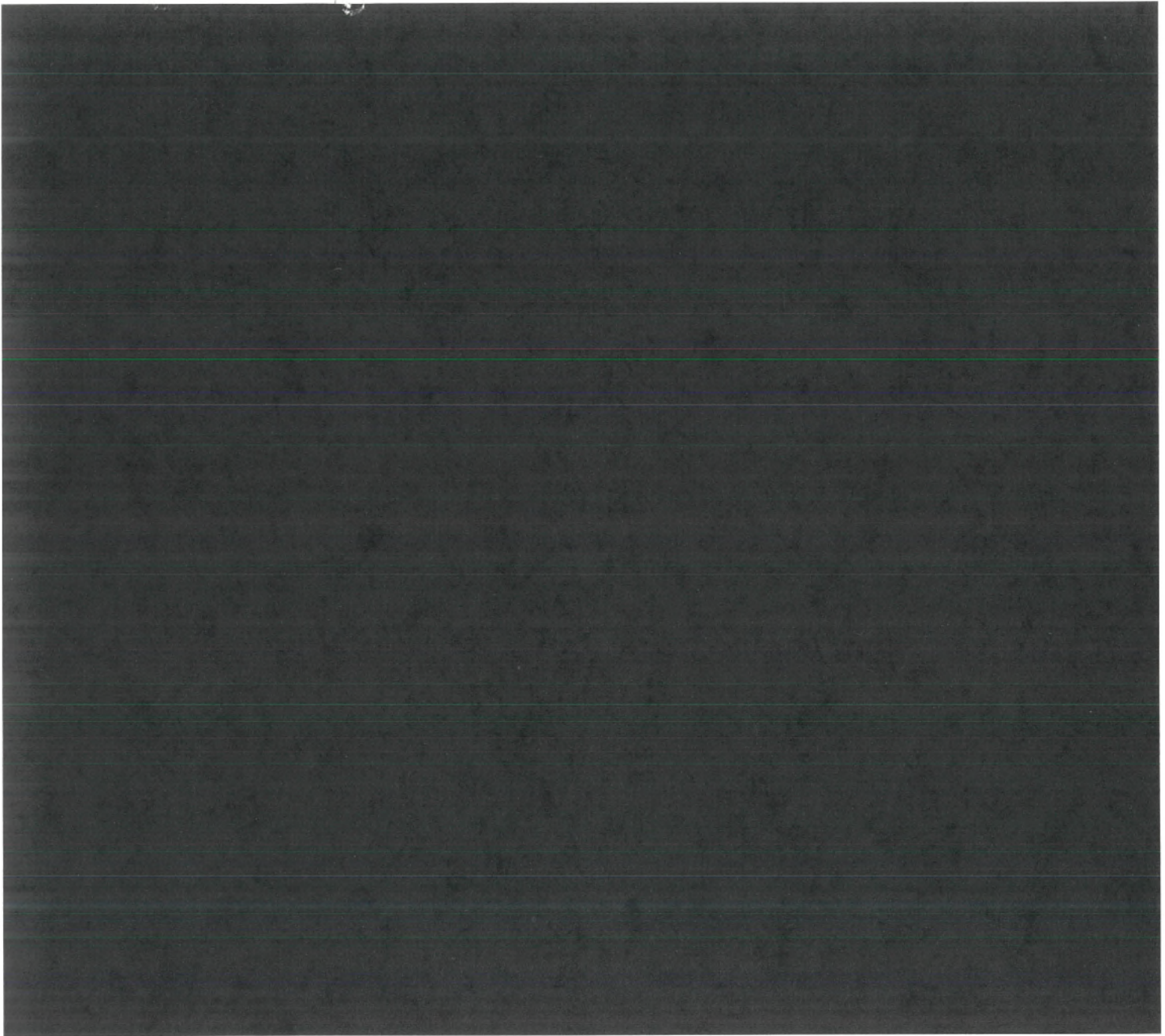
CERTIFICATE

I do hereby certify that the aforesaid testimony was taken before me, pursuant to notice, at the time and place indicated; that said deponent was by me duly sworn to tell the truth, the whole truth, and nothing but the truth; that the testimony of said deponent was correctly recorded in machine shorthand by me and thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and correct record of the testimony given by the witness; and that I am neither of counsel nor kin to any party in said action, nor interested in the outcome thereof.

A handwritten signature in black ink, reading "Leandra M. Stoudt", is written over a horizontal line.

Leandra Stoudt, RPR, CRR
CBC, CCP, CCR, Notary Public

Exhibit F

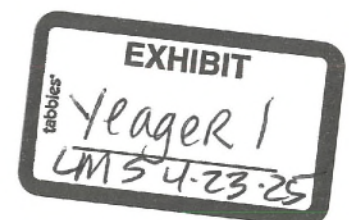


From: Yeager, Regina <YeagerR@aetna.com>
Sent: Wednesday, September 25, 2024 12:39 PM
To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>
Subject: FED NSA Updates 9/25/2024

Hi Tony and Jacque
Here is this week's update.

Key Points

- [REDACTED] completed training; contract is almost finalized
- [REDACTED] – Go Live January 2025



• [REDACTED]

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Friday, June 28, 2024 2:55 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 6/28/2024

Hi Tony and Jacque
Here is this week's update.

Key Points

- Aetna IT and Enterprise Product Accelerations (EPA) team transition planning in progress
 - Business user experience testing started this week for open negotiation intake[REDACTED]
- IDR determinations – although we are above the 30 CD [REDACTED] target (4.28%) we are seeing good improvement with the implementation of the [REDACTED] handling the rework

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Thursday, June 20, 2024 4:23 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 6/20/2024

Hi Tony and Jacque
Here is this week's update.

Key Points

- [REDACTED]
- Deployed determination macro to [REDACTED] to complete the rework as of 6/17; This will improve average handle time sending rework, TAT, and reduce rework volume.

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Thursday, June 13, 2024 4:24 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 6/13/2024

Hi Tony and Jacque
Here is this week's update.

Key Points

- Aetna IT has communicated to the Enterprise Product Accelerations (EPA) team today the transition of the [REDACTED] to Aetna IT effective immediately

- Transition plan between Aetna IT and EPA in progress for the next 4-6 weeks
- Aetna IT will be working on new delivery dates and production deployment date

[REDACTED]

- IDR determination incoming volume continues to be high ~600 determinations daily; we are receiving more than we can complete daily
 - Team is working losses as priority
 - [REDACTED] updates underway to rework the claims real time – this will improve the resolved TAT and reduce manual rework
 - New macro in progress that will auto route loss determination in EWM vs. manually; efficiency gains will be calculated; ETA for completion EOD 6/17

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Wednesday, June 5, 2024 12:51 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 6/5/2024

Hi Tony and Jacque

Here is this week's update.

[REDACTED]

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Wednesday, May 8, 2024 12:47 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 5/8/2024

Hi Tony and Jacque

Here is this week's update.

[REDACTED]

Subject: FED NSA Updates 11/22/2023

- [REDACTED] – Delivery date moved to 3/15/2024
 - IT Costs – Awaiting update from PMO, this is led by Aetna IT
 - Business estimated cloud cost [REDACTED]; working with [REDACTED] to further understand cloud expenses

[illegible]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Regina Yeager | Director, CSO Strategic Initiatives
p 860-900-6473



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Our Common Purpose: Advocate for our members' best health by helping them get the most from their benefits, building trust and always providing a clear path to care.

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Tuesday, October 31, 2023 12:12 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 10/31/2023

Hi Tony and Jacque

Here is this week's update.

- [REDACTED] – Delivery date moved to 3/15/2024
 - 2024 Business: Analysis shows that the [REDACTED] were pretty accurate, [REDACTED] expenses should run close to a [REDACTED] yearly total for Prod and Dev / QA [REDACTED] monthly). This leaves [REDACTED] in the operational budget that may have to accommodate the new [REDACTED]. **Getting clarification from PMO on OCR cost due to inconsistent volumes and dollars. Meeting with PMO Thursday.**
 - IT Costs - MVP 1/1/2024 – 3/15/2024: [REDACTED] hour estimate was very conservative and [REDACTED] blended rate is planned which includes a [REDACTED] buffer for a total of [REDACTED]
 - Warranty and Maintenance period 3/15/2024 – 12/31/2024: EPA team is working with [REDACTED] run EPA team to provide a cost to handle break / fixes and TAT plus costs for a new intake request and TAT if an urgent enhancement is needed for compliance. You have aligned [REDACTED] 2024 NSA IT budget of [REDACTED] to this effort. **I will get an update this week.**

- Payment determinations (757)) high volume, shifting resources as needed

[REDACTED]

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Thursday, October 26, 2023 1:50 PM

To: Magliano, Anthony <MaglianoA@aetna.com>; Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates 10/26/2023

Hi Tony and Jacque

Here is this weeks update. I will send another update prior to our touchpoint on Tuesday 10/31. Thank you.

[REDACTED]

- [REDACTED] – Delivery date moved to 3/15/2024 → I will share more during our touchpoint on Tuesday 10/31

[REDACTED]

[REDACTED]

[REDACTED]

- Payment determinations (592) at a manageable level

[REDACTED]

[REDACTED]

From: Yeager, Regina YeagerR@aetna.com

Sent: Wednesday, October 11, 2023 11:35 AM

From: Yeager, Regina <YeagerR@aetna.com>

Sent: Friday, October 14, 2022 10:13 AM

To: Diedrich, Jacqueline <DiedrichJR@cvshealth.com>

Subject: FED NSA Updates

Hi Jacque

Staffing

- ████ Colleagues supporting Open Negotiations
- ████ Colleagues supporting IDR
- ████ Colleagues assist as AOP from Provider Rework
- ████ FTEs postponed until 2023
- ████ project managers and internal FTEs assisting

- [REDACTED] – went live end of August – handled 2,654 open negotiation emails to date
- [REDACTED] – went live end of September – handled 914 open negotiation emails to date
- [REDACTED] currently handling one billing agency emails
- Secured [REDACTED]
- [REDACTED]

Exhibit G

Processing Written Determinations

Sunday, August 14, 2022 7:30 PM

When an email is received in secure format/encrypted, download/copy the documentation to the email it was received on so we can see the documentation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If the email Subject Line is...	And...	Then...
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Arb Rework Follow Up - Due Report (Escalations)

Friday, January 19, 2024 2:24 PM

To meet the 30 calendar day turn-around time to issue award amounts to the initiating party / provider, follow up is required when an award claim was sent for rework but has not yet been completed.

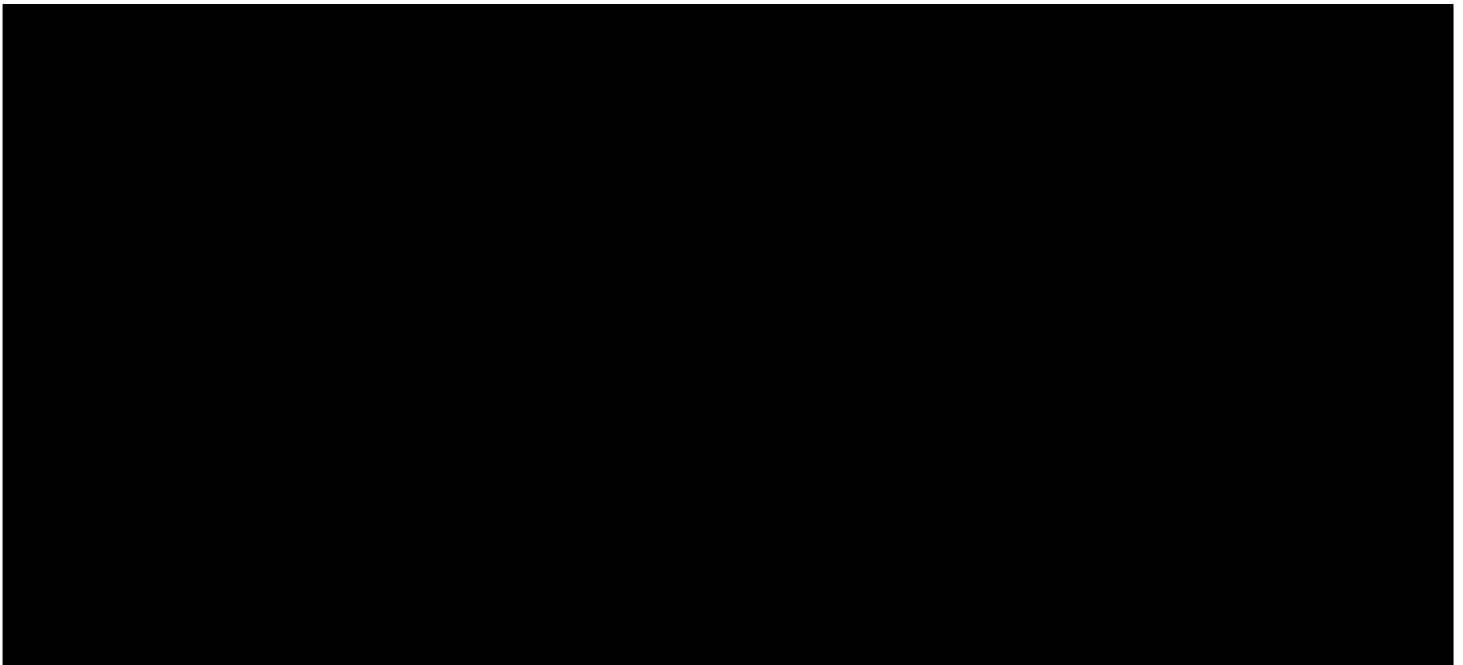
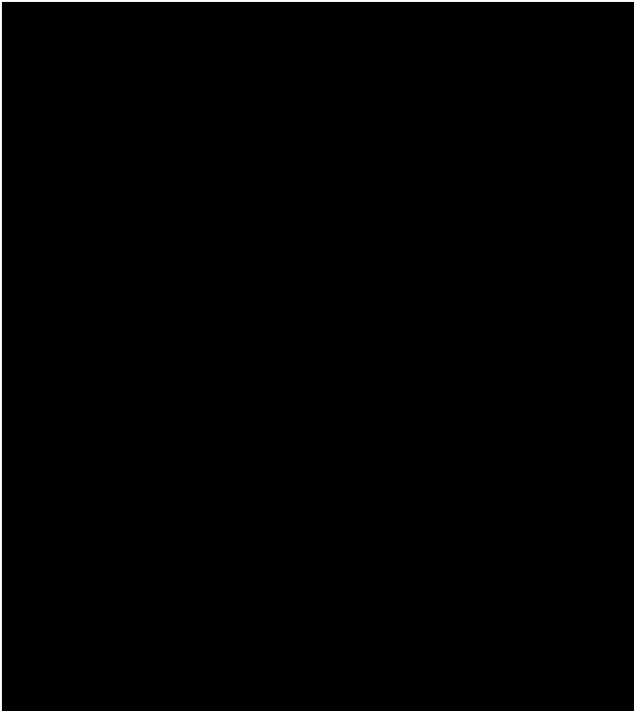
[REDACTED]

[REDACTED]

[REDACTED]

Exhibit H

No Surprises Act > No Surprises Bill Act (NSA) Federal - Claim Processing > Rework: Independent Dispute Resolution (IDR) Written Determinations - All Products on ACAS - Aetna Loss/Provider Win



When the IDRE finishes their review of the IDR application and all documentation sent by both parties, the provider (the initiating party) and the health care company (Aetna), the IDRE decides the right OON rate to allow for the service(s)/item(s) included. They send us the decision in writing through email. It's called a written determination. The written determination, the decision made by the IDRE, is binding on all parties.

When the provider prevails (provider win, our loss): We issue payment of the difference between our portion of our original allowed amount and the IDR written determination award amount. We do this within 30 days of the date of the IDRE's written decision. We have to pay the award amount in full without any increase in the member's cost-

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