

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

GUARDIAN FLIGHT LLC, et al.,

Plaintiffs,

v.

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

Defendants.

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

**PLAINTIFFS’ REPLY IN SUPPORT OF MOTION TO DE-DESIGNATE
AND UNSEAL AETNA-RELATED SUMMARY JUDGMENT DOCUMENTS**

Plaintiffs¹ file this Reply in Support of their Motion to De-Designate and Unseal Aetna-Related Summary Judgment Documents and would respectfully show the Court as follows:

INTRODUCTION

In their summary judgment motion, Plaintiffs introduced evidence of Aetna’s low-pay, slow-pay, no-pay scheme. Aetna would like to keep this scheme—and any evidence of it—hidden under seal. But to overcome the common law presumption of access at summary judgment and deny the public knowledge of Aetna’s unfair conduct and practices, Aetna needed to articulate, and support through evidence, the competitive harm it would face were the evidence disclosed. It has not.

Instead, Aetna has withdrawn most of its original designations, confirming that its prior designations were meritless. Not that Aetna’s new designations fare any better; Aetna still seeks to maintain under seal documents and information not subject to protection. For instance, Aetna seeks to maintain under seal internal policy documents describing its claims processing for IDR

¹ “Plaintiffs” refers collectively to Guardian Flight, LLC (“Guardian Flight”), REACH Air Medical Services, LLC (“REACH”), CALSTAR Air Medical Services, LLC (“CALSTAR”), Med-Trans Corporation (“Med-Trans”), Air Evac EMS, Inc. (“Air Evac”), and AirMed International LLC (“AirMed”).

determinations—Exhibits E, G, and H. Courts in this Circuit have declined to seal these types of documents, finding that they do not present competitive harm if disclosed.

Aetna’s opposition fails on the core issue before the Court: whether Aetna has shown, for each of the exhibits it wishes to seal, that disclosure would cause specific competitive harm. It has submitted no affidavits or testimony to justify sealing. It has also not articulated how its competitors might use the information it seeks to seal. Instead, Aetna offers only what courts in this Circuit have repeatedly ruled as insufficient to maintain documents under seal: broad, conclusory statements that some unidentified “competitive harm” will result. As a matter of law, that is not enough.

Aetna has also wielded cherry-picked excerpts of its internal policy documents to support its summary judgment briefing while seeking to shield the unfavorable portions from public view. Litigants should not be able to use materials as both a sword and a shield. Aetna’s arguments to keep the documents under seal fall flat, and Plaintiffs’ Motion should be granted.

ARGUMENTS & AUTHORITIES

The exhibits included in Plaintiffs’ Motion were filed in connection with the parties’ summary judgment briefing. Thus, Aetna bears the burden to establish “the most compelling reasons” to keep the documents under seal. Aetna’s conclusory statements of the competitive harm that would result from unsealing these exhibits are a far cry from meeting this standard. A “naked conclusory statement” that some harm will result from disclosure “falls woefully short of the kind of showing which raises even an arguable issue as to whether [the document] may be kept under seal.” *Bernstein v. Bernstein Litowitz Berger & Grossmann LLP*, 814 F.3d 132, 145 (2d Cir. 2016).

Wells Fargo Bank, N.A. v. Wales LLC is instructive. There, the court rejected an insurance company’s attempt to seal a reinsurance agreement defining rights and obligations of the insurance company. 993 F. Supp. 2d 409, 413 (S.D.N.Y. 2014). The insurance company argued the

agreement contained “sensitive information regarding the terms . . . of a reinsurance agreement” and that “the competitive business interests of [the company] . . . would be harmed if such information were made public.” *Id.* at 414. The court found these conclusory “boiler plate statements” were without “factual basis” and thus insufficient to meet the sealing standard. *Id.* at 414. Like the insurance company in *Wells Fargo*, Aetna offers merely boilerplate, conclusory statements that some vague competitive harm will result from disclosure of the exhibits with no actual evidence.

Similarly, in *Negron v. Cigna Corp.*, the court found that internal policies providing a general overview of an insurance company’s processes to adjudicate claims were neither “highly proprietary” nor would result in “significant competitive harm” if disclosed. 2020 WL 13303130, at *8 (D. Conn. May 29, 2020). Aetna’s attempt to distinguish *Negron* as a case involving “blanket designations” is unavailing, particularly in light of the fact that Aetna asks this Court to maintain nearly the entirety of the IDR Policy Documents (Exs. E, G, and H) under seal.

I. Aetna fails to meet its burden to justify sealing its IDR Policy Documents (Exs. E, G, and H).

A. Aetna fails to identify competitive harm in support of sealing Exhibit E.

Aetna seeks a blanket seal on Exhibit E, a policy document describing its general claims handling information. Blanket sealing, however, “is disfavored,” *Negron v. Cigna Corp.*, 2020 WL 13303130, at *2–3 (D. Conn. May 29, 2020) (internal citations omitted), and Aetna’s broad, conclusory allegations of competitive harm fall short of the compelling reasons needed for Aetna to meet its burden.

Exhibit E contains “internal performance benchmarks,” “escalation contacts” and “step-by-step processes,” yet Aetna’s sole argument for sealing Exhibit E is that it would provide competitors and “IDR claimants alike with a roadmap to anticipate and circumvent Aetna’s

internal review process.” Doc. 397 at 8. That is nonsense. First, Aetna’s competitors do not interact with it during the IDR process. The IDR process involves providers on one side and payors on the other. There is no opportunity for competitors to “circumvent Aetna’s internal review process.” If Aetna had concerns about competitor access to its information, it would have shielded this information from Cigna², one of its largest direct competitors. It has not. Second, Aetna does not explain how IDR claimants knowing Aetna’s process would allow them to circumvent the internal review process. That process is controlled solely by Aetna. In short, Aetna engages in precisely the type of hand-waving that courts have rejected. *See Next Caller Inc. v. Martire*, 368 F. Supp. 3d 663, 667 (S.D.N.Y. 2019) (citing only to “vague and unspecified business concerns” that the information “could be used by corporate competitors in a detrimental manner . . . [is] insufficient to justify sealing.”).

Feltington v. Hartford Life Ins. Co. is directly on point. There, the court held that an insurer’s effort to shield its claims-handling practices from public disclosure on the grounds that competitor access would cause competitive disadvantage “border[ed] on delusion,” particularly where the company sought to conceal inequitable policies from public scrutiny. 586 F. Supp. 3d 146, 155 (E.D.N.Y. 2022). Just as in *Feltington*, Aetna’s counsel cannot cite a single case supporting its “roadmap” argument, and Aetna’s internal IDR policies are the same type of claims-handling information the *Feltington* court noted “of course” was not sensitive business information. *See* 2021 WL 5577924, at *4 (E.D.N.Y. Nov. 30, 2021). Aetna has not met its burden to establish compelling reasons to keep Exhibit E under seal.

² The very Agreed Protective Order (Docs. 112-2, 130) that Aetna insisted on does not provide an “Attorneys’ Eyes Only” or “Outside Counsel Only” confidentiality designation. Cigna’s “[r]epresentatives, officers, or employees” are deemed “Qualified Persons” under the APO to view information designated by Aetna as “Confidential.” Doc. 112-2 at § 7.

B. Aetna fails to identify competitive harm in support of sealing Exhibit G.

To justify keeping all but two sentences of Exhibit G under seal, Aetna makes broad conclusory allegations of competitive harm. Aetna claims that public disclosure of the “internal procedures, performance benchmarks, and escalation contacts” in Exhibit G would “allow competitors to understand exactly how Aetna structures its claims operations,” yet fails to identify any actual competitive harm. Doc. 397 at 10. As with Exhibit E, courts have rejected this type of hand-waving, and Aetna’s internal IDR policies are the same type of claims-handling information the *Feltington* court noted “of course” was not sensitive business information. *See* 2021 WL 5577924, at *4 (E.D.N.Y. Nov. 30, 2021).

Other courts in this Circuit have similarly rejected unsupported claims of “confidential business affairs” when ruling on sealing—for example, in *In re Document Techs. Litig.*, the court declined to seal information about “revenue,” “general financial performance,” and “[i]nternal business operations and processes,” finding there was “no competent evidence in the record to support a finding that the public release of these facts would harm” that party. 282 F. Supp. 3d 743, 749-50 (S.D.N.Y. 2017). The court also rejected claims that sensitive “information could be used by ‘savvy competitors’ to adjust [their] ‘business plans and gain a commercial advantage over [the sealing party] in the marketplace.’” *Id.* at 748.

Aetna’s reliance on *Grayson v. Gen. Elec. Co.*, 2017 WL 923907, at *1 (D. Conn. Mar. 7, 2017) is also misplaced. In *Grayson*, the documents were not submitted as part of summary judgment briefing, so the sealing party did not need to meet the heightened “compelling reasons” standard. *Id.* at *2. *Grayson* also concerned pricing, sales, and profits—undeniably competitively sensitive information—not general claims handling policies. *Id.* at *3. *Grayson* cannot save Aetna here where Aetna’s policy documents were submitted as part of summary judgment and it failed to articulate clear competitive harm from disclosure.

Separately, Aetna selectively disclosed portions of Exhibit G favorable to its position, publicly filing language suggesting Aetna tracks its payment obligations to providers, while seeking to shield the unfavorable portions revealing how Aetna does (or does not) comply with those obligations. This selective disclosure should not be allowed; as with privileged materials, litigants should not be able to use materials as both a sword and a shield. *See In re Grand Jury Proceedings*, 219 F.3d 175, 182 (2d Cir. 2000) (“fairness considerations arise when the party attempts to use the privilege both as ‘a shield and a sword.’”). Allowing Aetna to selectively shape the public narrative of its conduct by publicly disclosing portions of Exhibit G that favor it while shielding the unfavorable portions is antithetical to the First Amendment concerns underlying sealing analysis in this Circuit. Fairness entitles the public and this Court to the complete picture. Exhibit G should be unsealed in its entirety.

C. Aetna fails to identify competitive harm in support of sealing Exhibit H.

Aetna does not present a single piece of evidence to maintain sealing of Exhibit H, merely stating in a conclusory fashion that “disclosure of [Exhibit H] would cause the same competitive harm.” Doc. 397 at 11. By relying on such boilerplate allegations, Aetna provides “no factual basis for [the] court to make a finding as to whether sealing is appropriate.” *Wells Fargo Bank, N.A.*, 993 F. Supp. 2d at 413.

Aetna cites to *Thor Equities, LLC v. Factory Mut. Ins. Co.*, 2023 WL 6382684, at *1 (S.D.N.Y. Sept. 29, 2023), but that case is inapplicable. *Thor* concerned “sensitive business information regarding the pricing, underwriting, and reinsurance of . . . insurance policies”—materially different from general claims handling policies. *Id.* *Thor* also involved personal medical information implicating “significant privacy interests,” which is not at issue here. *Id.*

As with Exhibit G, Aetna publicly filed portions of Exhibit H favorable to its position—stating that IDR determinations are binding and that Aetna pays within 30 days when the provider

prevails—while claiming confidentiality over the remaining context showing how that policy is (or is not) actually implemented. Having disclosed self-serving excerpts, Aetna should not be permitted to shield the unfavorable portions. *See supra* § I.B.

II. Aetna also fails to meet its burden to justify sealing the Deposition Transcript Exhibits (Exs. C, D, and F).

A. Aetna fails to identify competitive harm in support of sealing Exhibit C.

Aetna argues that “internal performance benchmarks and productivity targets,” “internal staffing figures” and the “name of an internal, proprietary automation tool” are competitively sensitive. Doc. 397 at 6. But Aetna fails to identify any concrete competitive harm. Aetna theorizes that this data will allow competitors “to measure themselves against, and potentially undercut, Aetna’s operational standards,” Doc. 397 at 6, but this argument makes no sense. Competitors have no reason to compare their productivity or staffing benchmarks to Aetna’s—each insurer has unique systems and negotiating strategies, and insurers are adverse only to healthcare providers in the IDR process, not to each other. A competitor like Cigna would gain no advantage from knowing Aetna’s staffing levels.

Aetna resorts to exactly what courts in this Circuit have deemed improper—arguing that information is “facially competitively sensitive” without providing support. Doc. 397 at 7; *see Next Caller Inc. v. Martire*, 368 F. Supp. 3d 663, 667 (S.D.N.Y. 2019) (“vague and unspecified business concerns” that information “could be used by corporate competitors in a detrimental manner . . . [is] insufficient to justify sealing”); *Wells Fargo Bank, N.A.*, 993 F. Supp. 2d at 413–414 (“boilerplate allegations” provide “no factual basis” for sealing).

Aetna’s reliance on *Thor* and *Volino v. Progressive Cas. Ins. Co.*, 2024 WL 3026030 (S.D.N.Y. June 14, 2024) is inapt. *Thor* involved pricing, underwriting, and reinsurance information critical to competition—not staffing figures. *See supra* § I.C. *Volino* concerned

“calculation methodologies and information concerning proprietary software,” *id.* at *2, and a “weakened” presumption of public access because the documents were not submitted in connection with summary judgment. *Id.* Thus, Aetna’s conclusory statements of competitive harm that would result from unsealing Exhibit C fail to meet its burden of establishing “compelling reasons” to maintain sealing. For these reasons, Plaintiffs’ Motion should be granted.

B. Aetna fails to identify competitive harm to support sealing Exhibit D.

Aetna claims Exhibit D contains the following competitively sensitive information: “(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.” Doc. 397 at 7. Other than cost figures, which Plaintiffs already agreed to redact, Aetna’s allegations are unsupported and meritless.

Staffing numbers are not competitively sensitive. *See supra* § II.A. Nor would competitors use the names of Aetna’s IDR software or systems. And although Aetna claims it wishes to preserve the identity of its NSA third-party partnerships, it has publicized that same partnership elsewhere³. Doc. 393-4 at p. 23–24. Aetna would be hard-pressed to invent a scenario where a competitor could use vendor identities or software functionality in an anticompetitive way.

Aetna’s conclusory statements fail to meet its burden of establishing “compelling reasons” to maintain sealing. *See Wells Fargo Bank, N.A.*, 993 F. Supp. 2d at 414. And Aetna’s reliance on *Grayson* is again inapt—that case involved pricing, sales, and profits, not staffing figures or

³ <https://www.infosys.com/industries/healthcare/case-studies/trusted-it-partner.html>.

software names. *See supra* § I.B. Thus, Aetna’s conclusory statements of competitive harm that would result from unsealing Exhibit D fail to meet its burden of establishing “compelling reasons” to maintain sealing. Plaintiffs’ Motion should be granted.

C. Aetna fails to identify competitive harm to support sealing Exhibit F.

As with Exhibits C and D, Aetna claims that the information in Exhibit F is competitively sensitive: “(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.” Doc. 397 at 9. As with those exhibits, the harm here is illusory or unexplained.

Staffing numbers and names of internal systems are not competitively sensitive. *See supra* § II.A. Aetna’s turnaround time is also not competitively sensitive—all insurers must pay IDR determinations within thirty days, and Aetna’s failure to comply with federal law is not a competitively sensitive secret. Although Plaintiffs have agreed to redact cost and budget figures, the identity of Aetna individuals who may know this information is not competitively sensitive.

Aetna’s reliance on *Consiglio v. Al Dente, LLC*, 2019 WL 647037, at *6 (Conn. Super. Ct. Jan. 14, 2019) is misplaced. *Consiglio* is a Connecticut state court case that does not use the “compelling reasons” federal standard, and it involved trade secrets related to confidential negotiations—a far cry from IDR determination targets and staffing levels. *Id.* Thus, Aetna’s conclusory statements of competitive harm that would result from unsealing Exhibit F fail to meet its burden of establishing “compelling reasons” to maintain sealing. Plaintiffs’ Motion should be granted.

III. The public interest favors unsealing these depositions and exhibits.

The public has a strong interest in learning of Aetna's IDR policies, not just the ones Aetna selectively discloses. *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119 (2d Cir. 2006) ("The . . . right of public access to judicial documents is firmly rooted in our nation's history."). Congress enacted the No Surprises Act in 2020 to protect patients and healthcare providers from the financial consequences of out-of-network billing disputes. This case concerns whether one of the largest health insurers in the United States is complying with its statutory obligations to pay IDR awards to emergency medical providers. Aetna's operational details are precisely what this Court, and public, need to assess Aetna's compliance. Aetna argues the public has "little interest" in its internal policies, Doc. 397 at 11, but courts around the country have looked to this Court for guidance on the NSA⁴, and the media has covered this lawsuit extensively.⁵ The American public is entitled to this Court's summary judgment ruling in its entirety, with the benefit of the full record, not a curated version Aetna has selectively disclosed.

CONCLUSION

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

⁴ *PHI Health, LLC v. Optimum Choice, Inc.*, 826 F. Supp. 3d 654, 660, 662, 667 (D. Md. 2026) (citing this Court's May 14, 2025 ruling); *Agag v. Cigna Health & Life Ins. Co.*, ___ F.Supp.3d ___, No. 3:25-CV-00498 (SRU), 2026 WL 1021213, at *1, 9, 10, 13 (D. Conn. Apr. 15, 2026) (citing this Court's May 14, 2025 ruling); *Shareef Jandali Plastic Surgery LLC v. Cigna Health and Life Insurance Company*, No. 3:25-cv-1168 (JCH), 2026 WL 2098149, at *4, 11 (D. Conn. July 21, 2026) (citing this Court's May 14, 2025 ruling).

⁵ "Aetna, Cigna Can't Nix Suit Over Late Emergency Benefit Bills" *Law360* (May 14, 2025, 8:20 PM EDT), <https://www.law360.com/articles/2340313/aetna-cigna-can-t-nix-suit-over-late-emergency-benefit-bills>; "Aetna Seeks Quick Appeal In \$20M Air Ambulance Billing Case" *Law360* (June 6, 2025, 5:39 PM EDT), <https://www.law360.com/articles/2350580/aetna-seeks-quick-appeal-in-20m-air-ambulance-billing-case>; "Aetna's Trade Law Claim Lacks Merit, Air Ambulance Cos. Say" *Law360* (July 7, 2025, 10:31 PM EDT), <https://www.law360.com/articles/2361720/aetna-s-trade-law-claim-lacks-merit-air-ambulance-cos-say>; "Helicopter Cos. Say Aetna 'Grasping At Straws' In \$20M Fight" *Law360* (September 24, 2025, 4:59 PM EDT), <https://www.law360.com/articles/2391983/helicopter-cos-say-aetna-grasping-at-straws-in-20m-fight>; "Aetna Can't Bring Its Own Claims In \$20M Air Ambulance Fight" *Law360* (June 17, 2026, 8:09 PM EDT), <https://www.law360.com/articles/2490522/aetna-can-t-bring-its-own-claims-in-20m-air-ambulance-fight>.

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CERTIFICATE OF SERVICE

I certify that on August 12, 2026, a true and correct copy of the foregoing was served electronically on all counsel of record.

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