

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

GUARDIAN FLIGHT, LLC, <i>et al.</i>, <i>Plaintiffs,</i> v. AETNA LIFE INSURANCE COMPANY, <i>et al.</i>, <i>Defendants.</i>	§ § § § § § § § § §	Civil Action No. 3:24-cv-00680-MPS
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**AETNA’S MOTION TO DE-DESIGNATE AND UNSEAL PLAINTIFFS-RELATED
SUMMARY JUDGMENT DOCUMENTS**

Aetna Health, Inc., Aetna Life Insurance Co., and Aetna Health and Life Insurance Co. (“Aetna”) respectfully submit this Motion to De-Designate and Unseal Plaintiffs-Related Summary Judgment Documents (“Motion”). Aetna respectfully requests the Court to unseal Exhibits A and E in their entirety and portions of Exhibits B, C, D, F, and G as set forth herein.

I. BACKGROUND

Plaintiffs’ summary judgment narrative tells only half the story of the parties’ dealings in the federal Independent Dispute Resolution (“IDR”) process. Aetna’s evidence supplies the context Plaintiffs omit. Plaintiffs pursued IDR claims on a high-volume basis, submitted separate disputes for components arising from the same transports, and retained outside counsel to prepare hundreds of IDR position statements as part of a strategy that increased both potential IDR recoveries and negotiating leverage against Aetna. That context is particularly important given Plaintiffs’ own position on public access. In their Motion to De-Designate and Unseal Aetna-Related Summary Judgment Documents (Dkt. 394), Plaintiffs argued that the public is entitled to

ORAL ARGUMENT REQUESTED

the “complete picture” of the summary judgment record and that confidentiality should not be wielded as both a “sword and a shield.” Dkt. 394 at 10; Dkt. 401 at 2, 10. Plaintiffs now ask the Court to apply a different rule to their own evidence. Although the parties agree that Exhibits A and E, as well as portions of Exhibits B, D, and F, should be unsealed, Plaintiffs seek to preserve additional redactions to materials bearing directly on their own IDR practices, even after demanding disclosure of Aetna’s IDR policies, procedures, and operational evidence on the ground that such materials were necessary to present a complete record. The same principle of transparency must apply equally to both sides. Aetna has applied that principle consistently; Plaintiffs have not.

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 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.

During discovery, Aetna deposed multiple Plaintiffs’ witnesses and obtained Plaintiffs’ internal business documents. Plaintiffs designated many of these materials as “Confidential” under the Protective Order. As a result, Aetna filed its Plaintiffs-related summary judgment evidence under seal in accordance with the procedures required by the Protective Order. Aetna moves to de-designate and unseal only those portions of the Plaintiffs’ testimony and exhibits that have been filed with its summary judgment briefing. In particular, the following Exhibits attached hereto:

Motion Exhibit	Description	Summary Judgment ECF
A	Deposition Transcript Excerpts of Rob Robidou, May 5, 2025	Exhibit 8 to Aetna's Opposition to Plaintiffs' MSJ (Dkt. 373-8)
B	Plaintiffs' Internal Call Notes (Guardian00128926)	Exhibit 6 to Aetna's Opposition to Plaintiffs' MSJ (Dkt. 373-6)
C	Plaintiffs' Internal Email Correspondence, March 23, 2023 (Guardian00007629)	Exhibit 9 to Aetna's Opposition to Plaintiffs' MSJ (Dkt. 373-9)
D	Deposition Transcript Excerpts of Barbara Berkowitz, February 25, 2026	Exhibit 17 to Aetna's Motion for Summary Judgment (Dkt. 356-8); Exhibit 5 to Aetna's Opposition to Plaintiffs' MSJ (Dkts. 373-5 and 377-3)
E	Deposition Transcript Excerpts of Steven Dralle, February 26, 2026	Exhibit 2 to Aetna's Opposition to Plaintiffs' MSJ (Dkt. 373-2)
F	Explanation of Benefits, Exhibit 26 to the Deposition of Barbara Berkowitz, February 25, 2026	Exhibit 5 to Aetna's Opposition to Plaintiffs' MSJ (Dkt. 377-3)
G	Plaintiffs' Internal Email Correspondence, December 18, 2023 (Guardian00009957)	Exhibit 11 to Aetna's Motion for Summary Judgment (Dkt. 356-7); Exhibit 18 to Aetna's Opposition to Plaintiffs' MSJ (Dkt. 373-18)

On August 11, 2026, Aetna notified Plaintiffs' counsel of its intent to challenge the "Confidential" designations for Exhibits A-G. On August 21, 2026, Plaintiffs responded with their positions. The parties reached agreement on five of the seven exhibits but were unable to resolve their dispute as to limited portions of Exhibit C and Exhibit G.

Yellow highlighting identifies the information Plaintiffs continue to claim as confidential and should remain filed under seal, 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.

Aetna respectfully requests that the Court unseal Exhibits A through G, except for the portions highlighted in green.

II. LEGAL STANDARD

When deciding whether filed materials should be unsealed, courts in the Second Circuit apply a three-step inquiry. *See Giuffre v. Maxwell*, 146 F.4th 165, 175 (2d Cir. 2025).

First, the court determines whether the record at issue is a judicial document—a document to which the presumption of public access attaches. Second, if the record sought is determined to be a judicial document, the court proceeds to determine the weight of the presumption of access to that document. Third, the court must identify all of the factors that legitimately counsel against disclosure of the judicial document and balance those factors against the weight properly accorded the presumption of access.

Id. (quoting *Stafford v. Int’l Bus. Machs. Corp.*, 78 F.4th 62, 69-70 (2d Cir. 2023)). The Second Circuit has held that “documents submitted to a court for its consideration in a summary judgment motion are—as a matter of law—judicial documents to which a strong presumption of access attaches, under both the common law and the First Amendment.” *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 121 (2d Cir. 2006). “[D]ocuments 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).

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).

III. ANALYSIS

The parties’ positions substantially narrow the issues presented by this Motion. Plaintiffs do not oppose unsealing Exhibits A and E in full or the non-green portions of Exhibits B, D, and

F, and Aetna agrees that the limited patient, claim-specific, and proprietary financial information highlighted in green should remain sealed. Plaintiffs' position is nevertheless inconsistent with their request to unseal Aetna's IDR policy documents and operational evidence in their entirety. Plaintiffs now seek greater protection for their own evidence. Aetna has taken the consistent position that genuinely sensitive information should remain sealed, regardless of which party produced it, while the remaining summary judgment evidence should be public. For clarity, the challenged exhibits fall into three categories: (1) exhibits containing specific redactions over which the parties disagree; (2) exhibits containing information that the parties agree should remain confidential; and (3) exhibits for which no legitimate confidentiality interest justifies continued sealing and should therefore be unsealed in full. Aetna addresses each category in turn below.

A. Exhibits C and G: Plaintiffs' Outside-Counsel Fees Should Be Unsealed.

Aetna does not seek to disclose Plaintiffs' internal historical amounts recovered from the IDR process or any financial methodology. The parties agree that such information, highlighted in green, may remain under seal. Aetna challenges only Plaintiffs' attempt to conceal amounts charged by Norton Rose Fulbright ("NRF"), Plaintiffs' outside counsel, for preparing IDR position statements. Exhibit C is an internal email stating that NRF billed [REDACTED] for work associated with [REDACTED] IDR position statements, resulting in an internally calculated average fee of approximately [REDACTED] per position statement. Exhibit G contains another internal email that similarly assigns a [REDACTED] NRF legal fee to each IDR initiation. These figures reflect what an outside law firm charged for a defined category of legal services. They do not disclose Plaintiffs' reimbursement rates, IDR offers, expected recoveries, profit margins, claim valuations, or internal business methodology. Nor do they reveal the substance of any position statement, confidential legal advice, or the strategy used in any particular proceeding.

Plaintiffs cannot have it both ways. In seeking to unseal Aetna’s materials, Plaintiffs argued that general information concerning IDR operations is not commercially sensitive and that unsupported assertions of competitive harm cannot overcome the presumption of public access. *See* Dkt. 394 at 6-10; Dkt. 401 at 2-9. Plaintiffs also accused Aetna of attempting to use confidentiality as both a sword and a shield. Dkt. 401 at 2, 6. Yet Plaintiffs now seek to withhold a far narrower category of information by characterizing their outside counsel’s historical charges for legal services as Plaintiffs’ own commercially sensitive information.

The distinction between Plaintiffs’ internal IDR information and NRF’s legal fees is critical. NRF is a law firm, not an air-ambulance provider competing with Plaintiffs. Its historical charge for legal services is not proprietary information concerning Plaintiffs’ commercial operations. Courts in this District have rejected efforts to seal legal-fee information based merely on the assertion that legal fees are sensitive financial matters. *See Mirlis v. Edgewood Elm Hous., Inc.*, 581 F. Supp. 3d 394, 408 (D. Conn. 2022) (holding that “Defendants’ claim that ‘legal fees and expenses are sensitive financial matters’ is insufficient to negate the strong presumption of public access to this information.”).

Plaintiffs therefore cannot carry their burden of showing that disclosure of these outside-counsel fees would cause significant, particularized competitive harm. The Court should order the yellow-highlighted NRF fee information in Exhibits C and G unsealed while permitting the parties’ agreed, green-highlighted redactions to remain under seal.

B. Exhibits B, D, and F: Parties Agree That Limited Information Should Remain Sealed.

The parties agree that the discrete information highlighted in green in Exhibits B, D, and F should remain confidential. Exhibit B consists of Plaintiffs’ internal call notes concerning a particular claim and contains patient and member information, claim and reference numbers, and claim-specific information. Exhibit D consists of excerpts from the February 25, 2026 deposition

of Barbara Berkowitz and contains limited testimony concerning Plaintiffs' historical IDR award amounts and specific fee and cost calculations. Exhibit F is an explanation of benefits record containing patient and member identifiers, plan and claim information, and claim-specific payment amounts.

HIPAA and its implementing regulations prohibit public disclosure of PHI under these circumstances. *See* 45 C.F.R. § 164.502. PHI includes "individually identifiable health information" such as names, addresses, dates, contact information, Government identification numbers, and insurance policy numbers. 45 CFR § 160.103; 45 CFR § 164.514. In order to comply with HIPAA, Aetna must redact from the public view any individually identifiable health information from the exhibits that it files. *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) ("[T]he court concludes that redacting 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.").

The remaining green-highlighted portions of Exhibits B, D, and F contain payment amounts, historical IDR awards, and cost calculations. Disclosure could reveal financial information that payors could use in future negotiations with Plaintiffs. *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). Because the agreed redactions are limited to this sensitive information and leave the remaining substance publicly available, the green-highlighted portions of Exhibits B, D, and F should remain under seal.

C. Exhibits A and E: Parties Agree Exhibits Should Be Unsealed in Their Entirety.

Plaintiffs do not oppose full unsealing of Exhibits A and E. Exhibit A contains excerpts from the May 5, 2025 deposition of Plaintiffs' witness Rob Robidou regarding Plaintiffs' IDR

open negotiation process and claim handling. Exhibit E contains excerpts from the February 26, 2026 30(b)(6) deposition of Plaintiffs' witness Steven Dralle regarding GMR's air medical services operations and corporate structure. Both concern non-proprietary operational testimony directly relevant to the merits. Aetna respectfully requests that the Court order these exhibits unsealed in full.

IV. CONCLUSION

For the foregoing reasons, Aetna respectfully requests that the Court (i) unseal Exhibits A and E in their entirety; (ii) maintain under seal the green-highlighted portions of Exhibits B, C, D, F, and G; and (iii) unseal all remaining portions of Exhibits B, C, D, F, and G, including the disputed yellow-highlighted portions of Exhibits C and G.

Respectfully submitted, this 9th day of September, 2026.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed electronically on September 9, 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 N. Wahl

Jessica N. Wahl

EXHIBIT A

FILED UNDER

SEAL

EXHIBIT B

FILED UNDER

SEAL

EXHIBIT C

FILED UNDER

SEAL

EXHIBIT D

FILED UNDER

SEAL

EXHIBIT E

FILED UNDER

SEAL

EXHIBIT F

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EXHIBIT G

FILED UNDER

SEAL

General Information

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