

ORDER denying Cigna's 352 375 386 Motions to Seal; denying Aetna's 356 372 384 Motions to Seal; denying Plaintiffs' 359 370 371 382 383 Motions to Seal; granting in part Plaintiffs' 393 Motion to Unseal and De-designate; finding as moot Plaintiffs' redundant 394 Motion to Unseal; granting in part Aetna's 404 Motion to Unseal and De-designate. The parties' motions have required the Court to review no fewer than 118 documents (some of which are duplicates). Only a handful of these documents warrant partial sealing based on the justifications provided by the interested party. When adjudicating a request to seal or unseal a document, the Court must analyze whether the presumption of public access to these judicial documents is outweighed by some countervailing reason, and whether the redactions are narrowly tailored to those reasons. See *United States v. Amodeo* ("Amodeo I"), 44 F.3d 141, 145 (2d Cir. 1995); *United States v. Amodeo* ("Amodeo II"), 71 F.3d 1044, 1049 (2d Cir. 1995). Because the documents in question (briefs, statements of fact, and exhibits) were submitted in connection with the parties' cross motions for summary judgment, the presumption of public access is as strong as it gets. "[W]here documents directly affect an adjudication...or are used to determine litigants' substantive legal rights, the presumption of access is at its zenith...and thus can be overcome only by extraordinary circumstances." *Bernstein v. Bernstein Litowitz Berger & Grossmann LLP*, 814 F.3d 132, 142 (2d Cir. 2016) (citations and quotation marks omitted); see also *Olson v. Major League Baseball*, 29 F.4th 59, 8990 (2d Cir. 2022) ("The presumption of public access exists along a continuum. The strongest presumption attaches where the documents determine litigants' substantive rights[.]") (cleaned up). The documents contain information generally falling into eight categories: (1) internal procedures for navigating IDR claims; (2) costs of IDR claims processing

(including negotiated fees for service providers) and strategies to reduce those costs, such as staffing adjustments, development of technology, and workflow procedures; (3) a handful of specific policies for rejecting or paying IDR awards; (4) summary data and analysis regarding types of claims and outcomes; (5) a handful of specific claims documents, including payment amounts; (6) summary damages computations; (7) guidance documents from federal government sources, and (8) sales guidance, including discussion of a Cigna sales "playbook" and an Aetna sales FAQ for responding to plan sponsors or customers. Each party contends that it would suffer competitive harm if its information were made public, which is a recognized basis for sealing. "The demonstration of a valid need to protect the confidentiality of proprietary business information, such as internal analyses, business strategies, or customer negotiations, may be a legitimate basis to rebut the public's presumption of access to judicial documents." *Sec. & Exch. Comm'n v. Telegram Grp. Inc.*, No. 19-cv-9439 (PKC), 2020 WL 3264264, at *3 (S.D.N.Y. June 17, 2020) (citing *Amodeo II*, 71 F.3d at 1051 ("Commercial competitors seeking an advantage over rivals need not be indulged in the name of monitoring the courts[.]")). However, the parties generally have failed to submit the sort of clear and compelling showing that would be required to overcome the strong presumption of public access at the summary judgment stage. See *DiRussa v. Dean Witter Reynolds Inc.*, 121 F.3d 818, 826 (2d Cir. 1997) ("The burden of demonstrating that a document submitted to a court should be sealed rests on the party seeking such action[.]"); D. Conn. L. Civ. R. 5(e) ("clear and compelling reasons" are required to seal judicial document). Their arguments seem to assume that if the company maintains the information confidentially, then sealing is justified. But they generally do not articulate how the information in

question--such as their claims handling procedures, staffing considerations, strategies to increase efficiency, or award amounts in isolated cases--could be used by a competitor to harm the company or gain a market advantage. As Judge Haight observed, "conclusory statements that documents contain confidential business information are a far cry from the particular and specific demonstration of fact showing that disclosure would result in an injury sufficiently serious to warrant protection that is required to justify keeping the information under seal." *CSL Silicones, Inc. v. Midsun Grp. Inc.*, No. 3:14-cv-1897 (CSH), 2017 WL 4750701, at *3 (D. Conn. July 12, 2017) (citations and quotation marks omitted). To the extent the parties did not realize that the Court would scrutinize their sealing requests or that such a showing would be required, they cannot fairly claim surprise. The sealing standards are no secret. Moreover, Plaintiffs and Aetna filed motions to unseal some of each other's documents, which should have underscored the importance of making a sufficient showing to overcome the high presumption of public access to summary judgment papers. With specific reference to Plaintiffs' 393 Motion to Unseal, Aetna's proffered justifications remain weak. For example, Plaintiffs moved to unseal documents describing Aetna's claims handling procedures, citing decisional authority on point. ECF 393. Aetna neither submitted factual support for its assertion that disclosure of the documents could cause competitive harm nor cited authority on point. ECF 397. Such authority potentially does exist. See, e.g., *JMG Improvements, Inc. v. Arch Specialty Ins. Co.*, No. 20-cv-2882 (RA)(GWG), 2021 WL 3173022, at *3 (S.D.N.Y. July 26, 2021) (concluding that, under circumstances in that case, "the value in public access is outweighed by the defendant's interests in protecting itself from a competitor's obtaining unfettered access to its processes regarding claim handling")

(citing trial court decisions). However, the cases cited by Aetna are not persuasive insofar as they address broader categories of information than that at issue here. See, e.g., *Grayson v. Gen. Elec. Co.*, No. 3:13-cv-1799 (WWE), 2017 WL 923907, at *4 (D. Conn. Mar. 7, 2017) (granting sealing of database excerpts showing consumer's personal information, pricing information, internal policies and procedures, and internal communications regarding responsive action); *Thor Equities, LLC v. Factory Mut. Ins. Co.*, No. 20-cv-3380 (AT), 2023 WL 6382684, at *1 (S.D.N.Y. Sept. 29, 2023) (granting sealing of "sensitive business information regarding the pricing, underwriting, and reinsurance of FM['s] insurance policies that is critical to FM['s] ability to compete in the insurance marketplace"). In short, Aetna's reflexive and vague assertions of competitive harm are insufficient to meet the high factual burden applicable here. See, e.g., *Topalian v. Hartford Life Ins. Co.*, 945 F. Supp. 2d 294, 301 (E.D.N.Y. 2013) (denying sealing of quotes from claims manual in summary judgment ruling where "apart from speculative and generalized assertions, Hartford has failed to proffer any evidence in support of its claim that the few references to the claims manual, which are integral to the court's reasoning, will harm Hartford's proprietary interests...[or] outweigh the public's presumptive right of access"). Nor is it relevant that the parties agreed that some words in those documents could be sealed, because by rule "[n]o document shall be sealed merely by stipulation of the parties." D. Conn. L. Civ. R. 5(e)(3). Plaintiffs' 393 Motion to Unseal is therefore GRANTED, although the request to remove confidentiality designations is DENIED without prejudice. As for Aetna's 404 Motion to Unseal, Plaintiffs' 410 opposition brief provides more robust explanation of potential competitive harm with relevant authority to support the sealing of prices negotiated with IDR service providers and analysis of IDR cost

strategies. Consequently, the Court concludes that sealing is warranted for the green and yellow highlighted information in ECF 403-3, 403-4, and 403-7, and Aetna's 404 Motion to Unseal is DENIED in that part. However, Aetna's Motion to Unseal is GRANTED as to the balance of documents addressed in the motion, as to which Plaintiffs have not presented adequate justification for sealing. Aetna's request to remove confidentiality designations is DENIED without prejudice. Accordingly, 1. ECF 373-9 and 403-3 shall remain sealed. Plaintiffs shall promptly file an unsealed copy with redaction of the information highlighted in green or yellow in ECF 403-3. 2. ECF 373-5, 377-3 and 403-4 shall remain sealed. Plaintiffs shall promptly file an unsealed copy with redaction of the information highlighted in green or yellow in ECF 403-4. 3. ECF 356-7, 373-18 and 403-7 shall remain sealed. Plaintiffs shall promptly file an unsealed copy with redaction of the information highlighted in green or yellow in ECF 403-7. Additionally, the Court sua sponte will seal information that patently warrants sealing because they reveals sales strategies or protected health information: 4. ECF 357-3 shall remain sealed. Plaintiffs shall promptly file a copy with redaction of Aetna's FAQ at pp. 72-86. 5. ECF 373-6 shall remain sealed. Aetna shall promptly file a copy with the patient's name redacted. 6. ECF 373-16 shall remain sealed. Aetna shall promptly file a copy with redaction of patient names on pp. 14, 22-24. 7. ECF 376-4 shall remain sealed. Cigna shall promptly file a copy with redaction of the discussion of Cigna's sales playbook at pp. 64-124. Except for the documents just identified, the Clerk of the Court is directed to unseal all main documents and attachments pertaining to the following CMECF entries: ECF 353, 354, 356, 357, 368, 369, 373, 374, 377, 376, 380, 381, 385, 387, 393, 398, and 403. Lastly, in future filings, the parties should carefully consider the standards articulated herein--as well as the administrative and reviewing burdens

that sealing requests impose on all parties and the Court--and shall request sealing only if there is a legitimate justification for which they can provide sufficient legal and factual support. So Ordered. Signed by Judge S. Dave Vatti on 10/1/2026. (JN) (Entered: 10/01/2026)