

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

This Document Relates to:
All Actions

)
) Lead Action Civil Action No.:
) 1:25-cv-10734-BEM
)
) Consolidated with Case Nos.:
) 1:25-cv-11092-BEM
) 1:25-cv-11167-BEM
) 1:25-cv-11537-BEM
)

**DEFENDANTS’ OPPOSITION TO PLAINTIFFS’ MOTION TO COMPEL DISCOVERY
REGARDING THE TIME PERIOD FOR STRUCTURED DATA**

Plaintiffs will not take “yes” for an answer. Plaintiffs ask the Court to compel Defendants to produce structured out-of-network (OON) claims data, but the actual disputes are narrow. There is no dispute that Defendants have already agreed to produce—and in most cases, already produced—terabytes of structured data to Plaintiffs covering over 10 years, including almost 18 months of pre-Class period data going back to January 1, 2015. When Plaintiffs insisted on an earlier start date, to avoid burdening the Court, Defendants tried to compromise by proposing to use Plaintiffs’ original requested start date of January 1, 2014. Plaintiffs’ response: their own date is now “wholly inadequate.”

The story is the same for the end date of Defendants’ data productions. Given Plaintiffs’ previous representations to the Court that they “are willing to accept structured data through August 31, 2025” and that “a supplemental production later in the case can resolve th[is] issue,” Defendants proposed to do just that. Defendants have produced or will produce data through August 31, 2025 now and then propose a single supplemental production closer to trial, should the case proceed that far. Yet again, Plaintiffs refuse to accept what they previously said was sufficient.

Unsatisfied with Defendants’ reasonable compromises, Plaintiffs demand the Court order disproportionate data productions without any substantiated benefit. On the start date, Plaintiffs demand three additional years of medical claims data based on the say-so that more data is better. Yet Plaintiffs do not identify anything that they wish to do with their requested 13 years of OON medical claims data that they cannot do with the 10 years they will already receive. Plaintiffs refer to the need for “benchmarks” and “continuous data” but do not explain what analysis requires data from 2012 through 2014 that data from 2015 onward does not already supply. And they do not support those assertions with any expert declaration or other evidence. As for the end date, Plaintiffs offer even less, never explaining why Defendants’ proposal for a single supplemental production of data closer in time to trial (should it occur) does not satisfy Plaintiffs’ present needs. A single supplemental data production is typical in antitrust cases, including the *MultiPlan* case Plaintiffs relied upon in July when they successfully sought an early structured data production deadline. Plaintiffs’ motion should be denied.

I. STATEMENT OF FACTS

On May 26, 2026, Plaintiffs served their First Set of Requests for Production, including requests for samples of structured claims data, with a proposed Relevant Period beginning January 1, 2014. Mot. Ex. A at 9 (Instruction 12).¹ On June 25, 2026, Defendants served responses and objections. Each Defendant objected to the proposed start date of the RFPs, including the start date for claims data samples. *See* Mot. Ex. B-G; *e.g.*, Mot. Ex. F at 2, 8. Plaintiffs inexplicably waited nearly two months—only after a Court order (*see* ECF 279)—to serve their second set of RFPs on

¹ “Mot.” refers to the Memorandum of Law in Support of Plaintiffs’ Motion to Compel Discovery (ECF 344). “Mot. Ex.” refers to the exhibits attached to the Declaration of Haley R. Hawn in support of Plaintiffs’ Motion to Compel Discovery (ECF 340-2). “Ex.” refers to the exhibits attached to the Declaration of David B. Schwartz in support of Defendants’ Opposition to Plaintiffs’ Motion to Compel Discovery Regarding the Time Period for Structured Data (the “Schwartz Decl.”), filed contemporaneously with this Opposition.

August 21, 2026, at last requesting full structured claims data. *See, e.g.*, Ex. 1.² Though Plaintiffs do not discuss this second set of RFPs in their Motion (*see* Mot. 2-4), this time around Plaintiffs sought data going back even further, to January 1, 2012. *See, e.g.*, Ex. 1 at 3 (Definition 20). Plaintiffs are silent on why they originally requested data from 2014 and only later sought an additional two years' worth of data. *See* Mot. 2-4.

In an effort to move discovery forward as expeditiously as possible, and even though the time for Defendants to respond to Plaintiffs' Second RFPs had not yet run, in mid-September each Defendant met and conferred with Plaintiffs on the start and end dates of their structured data requests. *See* Mot. 5. As part of their efforts to reach a reasonable compromise, *Defendants offered to accept Plaintiffs' original proposed start date* in Plaintiffs' first RFPs (January 1, 2014) for structured OON medical claims data, to the extent that data was available. Mot. Ex. H, at 4. Plaintiffs rejected Defendants' proposal to agree to Plaintiffs' initial start date as "wholly inadequate," indicating that they "generally preferred to have five years of continuous data outside of the proposed damage period." *Id.* at 3. Once again, Plaintiffs failed to explain why the start date they originally proposed was "wholly inadequate." *Id.*

As part of this same correspondence, Defendants offered to address the end date separately, proposing to revisit supplementing structured data after August 31, 2025, where the data was available, until a later date. Mot. Ex. H, at 4.³ Defendants' proposal acknowledged that, although a schedule beyond fact discovery has not yet been entered, Defendants anticipate making a supplemental production of data before trial, should it occur. Once again, Defendants' proposal was in line with what Plaintiffs previously requested: Plaintiffs represented to the Court that they

² Plaintiffs did not serve each of their Second RFPs to all Defendants, but Defendants are available to provide a full set of the Second RFPs upon request.

³ For the avoidance of doubt (*see* Mot. 3), Humana joined the proposal for a supplemental production of structured data post-August 2025 later in the case. Ex. H, at 4.

“are willing to accept structured data through August 31, 2025” (ECF 336, at 1), they would “reserv[e] their ability [t]o seek additional, later data, if necessary” (*id.*), and that “a supplemental production later in the case can resolve [the end date] issue” (ECF 304, at 4). Plaintiffs did not respond to Defendants’ end date proposal. *See* Mot. Ex. H, at 3. On September 21, 2026, Defendants timely responded to Plaintiffs’ Second RFPs, with each Defendant formally objecting to the January 1, 2012 start date for structured data. *See, e.g.*, Ex. 2, at 6 (Definition No. 20).

To keep discovery moving forward, Defendants are gathering and producing the structured claims data the parties are not at impasse over, including structured claims data from January 1, 2015 through August 31, 2025. On October 1, in accordance with the discovery schedule, Zelis, Cigna, United, Elevance, and Meritain each made productions ranging from 54 gigabytes to 3.73 terabytes, totaling several billion claim lines. Schwartz Decl. ¶¶ 9-13.⁴ Humana intends to make a similar production of approximately 64 gigabytes, covering over 75 million claim records, by no later than the end of the month. *See* Ex. 4 ¶¶ 6, 8. Thus, by November 1, Plaintiffs will already have 10.5 years of structured claims data, up through August 31, 2025, totaling over 5 terabytes of data. This production will include 1.5 years of structured claims data before the Class Period begins, from January 1, 2015 through June 13, 2016 (*see* ECF 273, at ¶ 374).

⁴ United writes separately with two points relating to the time-period issue. First, regarding structured data, United is producing structured data beginning on January 1, 2015, because earlier data is not available to United, as United has advised Plaintiffs. Thus, United’s “start date” for the structured data should be unaffected by the Court’s ruling on Plaintiffs’ motion to compel. Second, regarding custodial collections, although not at issue in this motion, United responds to Plaintiffs’ statement that “Plaintiffs understand that United, unlike its co-Defendants, does not have a ‘strong’ objection to a 2014 start date for custodial documents but did not agree to such.” ECF 344 at 5 n.3. To clarify, during the parties’ meet and confer on Plaintiffs’ Requests for Production, United explained that the 2014-2016 time period is irrelevant because UMR did not begin using Zelis out-of-network repricing tools until 2019 and thus there should be room for agreement on that point. United stands by its relevant time-period objection in its responses to Plaintiffs’ Requests for Production as it relates to custodial documents, which is in any event irrelevant to the instant motion “to compel the proper time period for Defendants’ production of structured data” (Mot. 1).

II. ARGUMENT

Rule 26 limits discovery to matters that are both relevant to a claim or defense and proportional to the needs of the case, considering, among other things, whether the burden or expense of the proposed discovery outweighs its likely benefit. Fed. R. Civ. P. 26(b)(1). Plaintiffs, as the parties seeking to compel discovery beyond what Defendants have already agreed to produce, bear the burden of establishing that the additional discovery they seek satisfies Rule 26. *Torres v. Johnson & Johnson*, 2018 WL 4054904, at *2 (D. Mass. Aug. 24, 2018). Plaintiffs fail to meet their burden.

A. January 1, 2015 Is an Appropriate Compromise Starting Point for Data Discovery.

Defendants’ proposal to begin data discovery on January 1, 2015, is more than sufficient for Plaintiffs’ alleged needs. Defendants’ proposal is in line with decisions from around the country, which routinely limit data requests to similar time periods before the start of the relevant period. *See, e.g., IsoNova Techs. LLC v. OvaInnovations, LLC*, 2021 WL 7185073, at *1-2 (N.D. Iowa Oct. 8, 2021) (collecting authorities supporting limiting the temporal scope of data discovery to roughly two years before to the complaint’s allegation of the beginning of anticompetitive conduct, which “provides a sufficient before-and-after period for the calculation of damages”); *Jones v. ACE Cheer Co.*, 2022 WL 969720, at *3 (W.D. Tenn. Mar. 30, 2022) (granting motion to quash in part to limit time period for alleged antitrust conspiracy beginning December 2016 to present to “two years of data before the alleged harm occurred”). And under Defendants’ proposed end date (*see infra*), Plaintiffs will end up with a rich set of claims data spanning well over ten years (i.e., January 1, 2015 through at least August 31, 2025, plus a supplemental production).⁵

⁵ Defendants remain willing to stand by their earlier offer of producing structured OON data back to January 1, 2014, should the Court order it.

Plaintiffs fail to explain why over ten years of structured data, comprising over 5 terabytes of data and billions of out-of-network medical records (*see* Schwartz Decl. ¶¶ 9-13; Ex. 4 ¶ 6), is insufficient. Plaintiffs never identify any analysis, model, or expert methodology that requires more than thirteen years of data (including Plaintiffs’ proposed 2012 aggregate data) as opposed to the ten years Defendants have already agreed to produce. *See* Mot. 6-7. Instead, Plaintiffs offer the bald assertions that their new preferred start date is “necessary to allow experts to benchmark repriced amounts during the Class Period,” and that a later start date “would deprive Plaintiffs’ experts of the multi-year pre-period they need to benchmark [those] repriced amounts.” Mot. 1. But Plaintiffs have not submitted any declarations—whether from their experts or anyone else—shedding any light on what “benchmarks” they need or what analyses they plan to run.

Plaintiffs’ remaining arguments cannot paper over their failure to meet their burden. Plaintiffs’ silence as to why they need thirteen years of data instead of over ten distinguishes Plaintiffs’ sole authority, which granted additional data discovery to support an “equal in time” theory that Plaintiffs here do not advance. *See Kleen Prods. LLC v. Packaging Corp. of Am.*, 2013 WL 120240, at *9 (N.D. Ill. Jan. 9, 2013) (accepting plaintiffs’ argument that “the ‘before’ period must be equal in time (five years) to the conspiracy period (2005-2010)”). Nor does Plaintiffs’ “compromise” for 2012 data make sense. Plaintiffs never explain why “aggregate data sufficient to show” various averages will help with their ostensible need for “continuous data.” Mot. 6.⁶ And though they assert that an alleged conspiracy began in mid-2016 (*see* Mot. 2, 6), they never explain what data from 2012-2014 will be relevant to that mid-2016 period that data from 2015 onward

⁶ Plaintiffs claim that the “aggregate data” that they seek for 2012 is “the least burdensome way to anchor the baseline in the data Defendants already maintain.” Mot. 7. But their proposal does the opposite. Plaintiffs do not seek existing business records or summaries maintained in the ordinary course; they ask the Court to require Defendants to create new data summaries “sufficient to show average allowable dollar amounts used by the producing entity to pay providers for claims grouped by CPT code, geographic region, and provider type.” *Id.* Because these summaries do not already exist, Plaintiffs’ proposal would impose—not reduce—burden. *See, e.g.*, Ex. 4 ¶ 11.

does not already show. Plaintiffs thus fail to meet their burden to show that an extra three years of data—on top of the more than ten years they will already receive plus a potential future supplemental production—is relevant or proportional to the needs of this case. *See Torres*, 2018 WL 4054904, at *2.

Even if Plaintiffs had made their required showing, and they have not, collecting the additional data here is unduly burdensome on Defendants. From hard experience, courts know that the older the data collection is, the more burdensome it will be:

It has . . . been the experience of the bench and bar that the older the data the greater the likelihood that the search will be more expensive because the systems that created the data may no longer work, the data has been corrupted, or preserved on devices that are now obsolete.

In re Rail Freight Fuel Surcharge Antitrust Litig., 2009 WL 10703132, at *3 (D.D.C. July 13, 2009). Moreover, the data at issue are medical claims records, which contain information the First Circuit describes as “‘highly personal’ and ‘intimate in nature.’” *Eli v. U.S. Drug Enf’t Admin.*, 878 F.3d 392, 400 (1st Cir. 2017) (quoting *Kurzon v. Dep’t of Health & Human Servs.*, 649 F.2d 65, 68 (1st Cir. 1981)). And here, pulling up to an additional three years of data is burdensome. For at least Humana, pulling just two additional years of medical claims data will require about two more weeks of work, resulting in more than 16 million additional sensitive medical records (Ex. 4 ¶¶ 7, 9-10), without any corresponding identified benefit. *See also infra* (discussing additional burdens in pulling and assembling claims data). As such, there is no reason to impose this disproportionate burden on Defendants, who have produced or will produce over ten years of structured medical claims data.

B. It is premature for Defendants to supplement claims data productions beyond August 31, 2025.

Defendants have not refused to produce claims data after August 31, 2025—the end date for the claims data produced in *MultiPlan*—as Plaintiffs suggest (Mot. 7-8). Indeed, both sides

agree that, should this case proceed to trial, Defendants' claims data productions may need to be updated at some point. And Plaintiffs have already represented they would accept that August 31, 2025 end date plus a supplemental production (*see* ECF 336 at 1; ECF 304, at 4), which is exactly what Defendants offered. The current disagreement is, instead, solely over when and how often those supplemental productions will occur.

Defendants' proposal to make one supplemental production is the most efficient option. *See* Fed. R. Civ. P. 1. Plaintiffs, on the other hand, seemingly want Defendants to make multiple supplemental productions, forcing Defendants to collect and produce claims data over and over again during the course of this litigation. Mot. 8. Instead, Defendants respectfully submit that the parties should confer later in the case about an appropriate deadline for a single update of claims data productions prior to trial, such as closer in time to summary judgment. This approach is typical in complex cases with allegedly ongoing damages, such as the *MultiPlan* case Plaintiffs previously highlighted (*e.g.*, ECF 203, at 5). *See also* Ex. 3 (Sept. 22, 2025 Hr'g Tr., *In re MultiPlan Health Ins. Provider Litig.*, No. 1:24-cv-06795 (N.D. Ill., Sep. 22, 2025) ("*MultiPlan*"), at 32:16-17 (instructing the parties to "talk about [data supplementation] after the summary judgment motion is denied, if that's what happens")); Order, *MultiPlan*, ECF 538 (deferring discussion of claims data supplementation until later in the case).

Plaintiffs have not met their burden to show that they need even more claims data now to make their arguments about liability and class certification. As discussed above, by the end of the month Plaintiffs will have terabytes of claims data, spanning well over ten years, from some of the largest payors in the industry. The scale of these productions has few precedents in the history of healthcare litigation and goes up through August 31, 2025, months after Plaintiffs' complaints were filed. Plaintiffs have not articulated any specific reason, nor submitted any supporting

declaration from their experts, as to why claims data ending August 31, 2025 would be insufficient. Indeed, this data is exactly what Plaintiffs requested when pushing for an early structured data production deadline in this case. *See* ECF 203, at 5 (Plaintiffs stating that “the parties can benefit from the substantial groundwork already completed [in *MultiPlan*], including the identification of structured data fields and the production of comparable—if not identical—datasets”). The Court granted Plaintiffs the early data production deadline that they wanted, and they will get the remaining time period of data they seek should the case proceed that far.

Producing claims data is an extraordinarily burdensome process. Based on the scope of Defendants’ data productions thus far, Defendants estimate that the supplemental productions could involve anywhere from 20.5 to 275 million claims lines per Defendant per year, if not more. *See, e.g.*, Schwartz Decl. ¶¶ 9-10, 13; Ex. 4 ¶ 9. It is not a matter of clicking a button. Far from it: for each data pull, Defendants must collect, process, review, quality check, and produce the data. *See, e.g.*, Ex. 4 ¶¶ 5-7. This process may require each Defendant to design new queries of their system, build technical infrastructure that can complete the data extraction process for the relevant time period, and divert limited personnel and resources away from regular business activities. *See, e.g.*, Ex. 5 (Elevance Decl.) ¶¶ 9-10, 12, *MultiPlan*, ECF No. 493-4 (describing claims data collection process); Ex. 6 (Cigna Decl.) ¶¶ 8-10, *MultiPlan*, ECF No. 493-1 (same). Even one year of additional data, moreover, involves hundreds of millions of claims records. *See, e.g.*, Ex. 4 ¶ 9 (estimating that one year of data from 2012 or 2013 from Humana alone will cover approximately 8 million records per year); Ex. 6 (Cigna Decl.) ¶ 5, *MultiPlan*, ECF No. 493-1 (estimating over 55 million out-of-network claim lines per year); Ex. 5 (Elevance Decl.) ¶ 5, *MultiPlan*, ECF No. 493-4 (estimating over 110 million out-of-network and in-network claim lines per month, adding up to over 1.3 billion claim lines per year). There is no reason for Defendants to repeat this

burdensome process multiple times to bring their claims data up to date. That is the typical process in complex antitrust cases, including *MultiPlan*. *E.g.*, Order, *MultiPlan*, ECF No. 538. It makes the most sense here, too.

III. CONCLUSION

Plaintiffs have already received or will receive all the structured data necessary to evaluate the claims and defenses in this case. Plaintiffs fail to show any need for the multiple extra years of data they now claim is necessary, and thus fail to carry their burden under Rule 26 to establish any relevance or proportionality, let alone a legitimate need that outweighs the substantial burden of production on Defendants. Defendants respectfully request that the Court deny Plaintiffs' Motion to Compel.

Dated: October 2, 2026

Respectfully submitted,

/s/ Suzanne Salgado

/s/ Matthew L. McGinnis

George Borden
Katherine Anne Trefz*
Jonathan Pitt*
Suzanne Salgado*
Thomas W. Ryan*
Noah McCullough*
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
Telephone: 202-403-5038
gborden@wc.com
ktrefz@wc.com
jpitt@wc.com
ssalgado@wc.com
tryan@wc.com
nmccullough@wc.com

Attorneys for Defendant Meritain Health, Inc.

/s/ Joshua B. Simon

Matthew L. McGinnis (BBO# 666120)
Jane E. Willis (BBO# 568024)
Sandra H. Masselink (BBO# 696687)
ROPES & GRAY LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
Telephone: (617) 951-7000
Jane.Willis@ropesgray.com
Matthew.McGinnis@ropesgray.com
Sandra.Masselink@ropesgray.com

Casey Kyung-Se Lee*
ROPES & GRAY LLP
1211 Avenue of the Americas
New York, NY 10036
Telephone: (212) 596-9000
Casey.Lee@ropesgray.com

Brett J. Boskiewicz (BBO No. 656545)
MCDERMOTT WILL & SCHULTE LLP
200 Clarendon Street
Boston, MA 02116
Telephone: (617) 535-4000
bboskiewicz@mcdermottlaw.com

Joshua B. Simon*
Warren Haskel*
Emily T. Chen*
Chelsea Cosillos*
MCDERMOTT WILL & SCHULTE LLP
One Vanderbilt Avenue
New York, NY 10017
Telephone: (212) 547-5400
jsimon@mcdermottlaw.com
whaskel@mcdermottlaw.com
echen@mcdermottlaw.com
ccosillos@mcdermottlaw.com

*Attorneys for Defendant The Cigna Group,
and Cigna Health and Life Insurance Co.*

/s/ W. David Maxwell
Alexandra W. Bailey (BBO #676145)
**HOGAN LOVELLS CADWALADER US
LLP**
125 High Street, Ste. 2010
Boston, MA 02110
Telephone: (617) 371-1024
alexandra.bailey@hoganlovells.com

E. Desmond Hogan*
Justin Bernick*
W. David Maxwell*
**HOGAN LOVELLS CADWALADER US
LLP**
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Telephone: (202) 637-5600
desmond.hogan@hoganlovells.com
justin.bernick@hoganlovells.com
david.maxwell@hoganlovells.com

*Attorneys for Defendants Zelis
Healthcare, LLC, Zelis Claims Integrity,
LLC, and Zelis Network Solutions, LLC*

/s/ David B. Schwartz
Scott C. Solberg*
Vanessa G. Jacobsen*
Benjamin E. Waldin*
EIMER STAHL LLP
224 South Michigan Ave., Suite 1100
Chicago, IL 60604
Telephone: (312) 660-7600
ssolberg@eimerstahl.com
vjacobsen@eimerstahl.com
bwaldin@eimerstahl.com

David B. Schwartz*
Justin D. Kingsolver*
Lily Rudy*
**BRYAN CAVE LEIGHTON PAISNER
LLP**
1155 F Street NW, Suite 700
Washington, DC 20004
Telephone: (202) 508-6000
david.schwartz@bclplaw.com
justin.kingsolver@bclplaw.com
lily.rudy@bclplaw.com

Justin P. O'Brien
LOVETT O'BRIEN LLP
155 Federal Street, Suite 1300
Boston, MA 02110
Tel: (617) 371-1035
jobrien@lovettoobrien.com

Attorneys for Defendant Humana Inc.

/s/ Rachel S. Brass
Rachel S. Brass*
Joseph A. Gorman*
GIBSON, DUNN & CRUTCHER LLP
One Embarcadero Center Suite 2600
San Francisco, CA 94111
Telephone: 415-393-8293
rbrass@gibsondunn.com
jgorman@gibsondunn.com

Attorneys for Defendants Elevance Health, Inc., and Blue Cross of California, Inc.

*Admitted *Pro Hac Vice*

Heather L. Richardson*
Christopher D. Dusseault*
Joshua Lipton*
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Ave., 54th Floor
Los Angeles, CA 90071
Telephone: 213-229-7409
hrichardson@gibsondunn.com
cdusseault@gibsondunn.com
jlipton@gibsondunn.com

Allison O'Neil (BBO # 641330)
Kara Kelleher (BBO # 713274)
TROUTMAN PEPPER LOCKE
111 Huntington Ave., 9th Floor
Boston, MA 02199
Telephone: 617-443-3744
Allison.oneil@troutman.com
Kara.kelleher@troutman.com

Attorneys for Defendant UnitedHealth Group, Inc., HealthSCOPE Benefits, Inc., and UMR, Inc.

*Admitted *Pro Hac Vice*

CERTIFICATE OF SERVICE

I hereby certify that, on this 2nd day of October, 2026, the foregoing opposition and supporting documents were filed with the Court's electronic filing system, which will send electronic notice of this filing to all counsel of record.

/s/ David B. Schwartz

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: <i>All Associated Cases</i>	Lead Action Case No.: 1:25-cv-10734-BEM <i>Consolidated with Case Nos.: 1:25-CV-11092-BEM 1:25-CV-11167-BEM 1:25-CV-11537-BEM</i>
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**DECLARATION OF DAVID B. SCHWARTZ IN SUPPORT OF DEFENDANTS’
OPPOSITION TO PLAINTIFFS’ MOTION TO COMPEL DISCOVERY REGARDING
THE TIME PERIOD FOR STRUCTURED DATA**

I, David B. Schwartz, declare as follows:

1. I am an attorney at the law firm of Bryan Cave Leighton Paisner LLP. I am counsel of record in this action for Defendant Humana, Inc. (“Humana”). I have personal knowledge of the matters stated in this declaration and, if called upon, could competently testify thereto.
2. I submit this declaration in support of Defendants’ Opposition to Plaintiffs’ Motion to Compel Discovery.
3. Attached as Exhibit 1 hereto is a true and correct copy of Plaintiffs’ Second Set of Requests for Production of Documents to Defendant Humana, Inc. [Structured Data].
4. Attached as Exhibit 2 hereto is a true and correct copy of Defendant Humana Inc.’s Responses and Objections to Plaintiffs’ Second Set of Requests for Production of Documents to Defendant Humana Inc. [Structured Data].
5. Attached as Exhibit 3 hereto is a true and correct copy of excerpts from the transcript of September 22, 2025, *In Re: MultiPlan Health Insurance Provider Litigation*, Docket No. 1:24-cv-06795 (N.D. Ill.) (“*MultiPlan*”) hearing before the Honorable Matthew F. Kennelly.

6. Attached as Exhibit 4 hereto is a true and correct copy of the Declaration of Rick Chapman in Support of Defendants' Opposition to Plaintiffs' Motion to Compel Discovery Regarding the Time Period for Structured Data, dated October 2, 2026.

7. Attached as Exhibit 5 hereto is a true and correct copy of the Declaration of Glenn Goldstein in Support of Defendants' August 18, 2025, Submission to the Court on behalf of Elevance Health, Inc. filed in *MultiPlan*, ECF No. 493-4.

8. Attached as Exhibit 6 hereto is a true and correct copy of the Affidavit of Sheril A. Sarra on behalf of The Cigna Group filed in *MultiPlan*, ECF No. 493-1.

9. I understand from my co-counsel that on October 1, 2026, Elevance produced 3.73 terabytes of data, covering 2.9 billion lines of claims, with approximately 275 million claim lines per year.

10. I understand from my co-counsel that on October 1, 2026, United produced 334 gigabytes of data, covering 217 million claims, with approximately 20.5 million claims per year.

11. I understand from my co-counsel that on October 1, 2026, Meritain Health produced 54 gigabytes of data.

12. I understand from my co-counsel that on October 1, 2026, Cigna produced 900 gigabytes of data, covering 1.4 billion claims, with approximately 136.1 million claims per year.

13. I understand from my co-counsel that on October 1, 2026, Zelis produced 176.2 gigabytes of data.

I declare under penalty of perjury that, based on personal knowledge, the foregoing is true and correct.

Executed this 2nd day of October 2026, in Washington, D.C.

/s/ David B. Schwartz
David B. Schwartz

Exhibit 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: All Associated Cases	Lead Action Case No.: 1:25-cv-10734-BEM <i>Consolidated with Case Nos.:</i> <i>1:25-CV-11092-BEM</i> <i>1:25-CV-11167-BEM</i> <i>1:25-CV-11537-BEM</i>
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**PLAINTIFFS' SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO DEFENDANT HUMANA, INC.
[STRUCTURED DATA]**

Under Fed. R. Civ. P. 34, Plaintiffs Pacific Inpatient Medical Group, Inc.; Dennis C. Ayer, DDS, LLC; Frank J. Scaccia, M.D., F.A.C.S., L.L.C.; Danny Bachoua Chiropractic, APC; Chelsea Foot and Ankle, P.C; and 4 Missing Peace Corps, Inc. (“Plaintiffs”) hereby request that Defendant Humana, Inc. (“Humana”) produce the Structured Data, as defined below, requested herein within 30 days following the date of service of these Requests.

DEFINITIONS

Solely for the purpose of these Requests, the following definitions shall apply, without regard to capitalization:

1. **“All”** includes the collective and the singular and means each, any, and every.
2. **“Allowed Amount”** means for the purpose of these Requests only, the portion of the dollar amount submitted by the OON Provider for the Healthcare Service that remains after Repricing but before accounting for any deductible, co-pay, or co-insurance amounts that are the responsibility of the member, beneficiary, or insured, *i.e.* the Repriced value of the Claim.
3. **“Any”** means one or more.

4. **“Availity”** means the healthcare technology company and platform used by Providers and Payers to process billing and patient information and a strategic partner of Zelis.

5. **“Claim”** means any request made directly or indirectly by a Provider to You or any of your affiliates or subsidiaries for coverage of or compensation for Healthcare Services delivered by the Provider.

6. **“Claims Data”** refers to Structured Data reflecting the adjudicated outcome of any Claim for Healthcare Services delivered during the Relevant Period.

7. **“Code Sheet”** means a table, list, or other Document defining the meaning of values in Structured Data Fields which are presented in coded form.

8. **“Concerning”** means referring to, describing, evidencing, or constituting.

9. **“Data Dictionary”** means a table, list, or other Document that provides the meanings and definitions for Data Fields appearing in Structured Data.

10. **“Data Fields”** or **“Structured Data Fields”** means field or column headings or names that identify the variable in question within Structured Data.

11. The term **“Document”** or **“Documents”** is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a) and shall be construed in its broadest sense. A draft or nonidentical copy is a separate document within the meaning of this term.

12. **“Healthcare Services”** means any medical or dental services delivered in the United States, including any of its States, the District of Columbia, or U.S. territories.

13. **“Or”** and **“and”** should be construed as to require the broadest possible response. If, for example, a request calls for information about “A or B” or “A and B,” You should produce all information about A and all information about B, as well as all information about A and B collectively. In other words, “or” and “and” should be read as and/or.

14. **“Out-of-Network”, “OON,” “OON Services,” “Out-of-Network Services,” “OON Healthcare Services”** and **“Out-of-Network Healthcare Services”** all refer to Healthcare Services provided to a Patient where You contend the Provider is not entitled to a fixed, pre-negotiated contractual payment rate for those Healthcare Services because the Provider is not within one of Your established networks.

15. **“Payer”** means any entity (including You) that is responsible to pay Claims for Healthcare Services delivered to its members, beneficiaries, or insureds, pursuant to insurance it has underwritten, or that acts as an Administrative Services Only (ASO) organization or Third-Party Administrator (TPA), on behalf of self-funding employers or labor organizations.

16. **“Plaintiffs’ Claims”** means any request made directly or indirectly by a Plaintiff Provider to You for coverage of or compensation for Healthcare Services delivered by the Provider.

17. **“Provider(s)”** means a professional, employee, practice, entity, or institution that delivers Healthcare Services to patients in the United States.

18. **“Repricing”** means review and possible adjustment of the dollar amount submitted or billed by an OON Provider as part of a Claim for a particular Healthcare Service based upon a reference price, benchmark, determination of prevailing rates, usual and customary rates, or other similar process.

19. **“Repricing Reference Data”** means data accessed, used, or intended for the Repricing of OON Claims.

20. **“Relevant Period”** for the purpose of these Requests means January 1, 2012, through the present.

21. **“Sample Data”** means data previously produced by you in this litigation representing a subset of Claims.

22. **“Structured Data”** refers to any electronic data that resides in a fixed field within a record or file with data organized in columns/rows in a predefined format, such as data stored in Oracle, SQL, or any other relational database or healthcare claims database.

23. **“You”** and **“Your”** means Humana, Inc., including its subsidiaries, affiliates, divisions, predecessors, successors, representatives, parents, any organization or entity that it manages or controls, as well as any current or former officers, directors, or employees, whether acting in the capacity of an Insurer or in an Administrative Services Only (ASO) capacity on behalf of self-funding employers, labor organizations or government entities.

24. **“Zelis”** means Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC; (collectively, “Zelis” or the “Zelis Defendants”) and all of its corporate parents, subsidiaries, or affiliates, including, but not limited to: Stratose®, PayPlusSolutions, Truven, Ethicare, Strenuus, Maverest Dental Network, NetMinder, Redcard, Sapphire Digital, PayerCompass, PaySpan, Medxoom, and any contractors or partners engaged on its behalf in Repricing or the development or provision of Repricing Reference Data.

25. The full text of definitions and rules of construction set forth in Local Rule 26.5 are incorporated by reference.

INSTRUCTIONS

Solely for the purpose of these Requests, the following instructions shall apply:

1. Under Fed. R. Civ. P. 26(e), these Requests are continuing in nature so that, if You, or any of Your directors, officers, employees, agents, or representatives or any other person acting on Your behalf, subsequently discover or obtain possession, custody, or control of any Document or

ESI previously requested or required to be produced, You shall make such Documents or ESI available within seven (7) days of discovery or obtaining possession. Similarly, any information or Documents provided in response to these Requests that is later found to be incorrect, or to have become incomplete or incorrect because of changed circumstances, should be completed or corrected by means of a supplemental response.

2. In producing Documents, furnish all Documents or things in Your possession, custody, or control, regardless of the physical location of the Documents, or whether such Documents or other materials are possessed directly by You.

3. Any Document maintained or stored electronically shall be collected and produced in a manner that maintains the integrity and readability of all data, including all metadata.

4. If You refuse to answer a Request of withhold information responsive to a Request, in whole or part, for any reason, including, but not limited to, any claim of privilege, clearly describe the asserted privilege or other grounds for refusing to answer with respect to the Request. If any form of privilege, whether based on statute or otherwise, is claimed as a ground for not responding to a Request, or any part thereof, set forth in complete detail each and every fact and legal basis on which the privilege is asserted, including sufficient facts for the Court to make a full determination as to whether the claim of privilege is valid. Produce any purportedly privileged Document containing non-privileged material with only the purportedly privileged portion redacted. With respect to a Document to which a privilege is being claimed, provide the following information at a minimum: (1) date; (2) author; (3) names of any persons who received copies, if any; (4) title; (5) type of Document or tangible thing; and (6) a description of the subject matter sufficient to determine whether the privilege is properly invoked (without revealing privileged information).

5. Produce all Documents in the same order as they are kept or maintained by You in the ordinary course of Your business. For any Document that has been removed from a file for purposes of producing the Document in response to these Requests, identify the file from which the Document was removed.

6. If a responsive Document has been lost or destroyed, please identify, by the author, date, and subject matter of the lost or destroyed Document, and state the details concerning the loss or destruction.

7. All Requests included herein are subject to any ESI protocol, agreement, or Order in this Litigation.

8. The Relevant Period for each Request shall include all documents and information that relate to such period, even though prepared or published outside of the Relevant Period. If information prepared before the Relevant Period is necessary for a correct or complete understanding of any answer covered by a Request, You must include that information for the earlier or subsequent periods as well.

9. You are requested to produce documentation corresponding to and sufficient to understand the meaning and definitions of all fields in Structured Data subject to these Requests except to the extent that such fields are already fully explained in a Data Dictionary previously produced by You to Plaintiffs in this litigation.

10. Please provide the data requested in one or multiple electronic files and in one of the following machine-readable formats: CSV, TXT, or Microsoft Excel.

REQUESTS FOR PRODUCTION

REQUEST NO. 34: All Claims Data pertaining to Healthcare Services rendered during the Relevant Period that were adjudicated on an Out-of-Network basis. The fields to be produced

include all those appearing in the Data Sample “2026 08-10 Humana SCTASK3753215_REPORT (8.6)” and/or Data Dictionary “2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf” previously produced by You to Plaintiffs in this litigation. To the extent that any field contained in such Claims Data has not already been defined in “2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf,” a Data Dictionary for such fields shall be included. The Claims Data production shall also include Code Sheets providing the meanings of values appearing in the requested fields that are presented in coded form.

REQUEST NO. 35: All Plaintiff Claims Data pertaining to Healthcare Services rendered during the Relevant Period that were adjudicated on an Out-of-Network basis. The fields to be produced include all those appearing in the Data Sample “2026 08-10 Humana SCTASK3753215_REPORT (8.6)” and/or Data Dictionary “2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf” previously produced by You to Plaintiffs in this litigation. To the extent that any field contained in such Plaintiff Claims Data has not already been defined in “2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf,” a Data Dictionary for such fields shall be included. The Plaintiff Claims Data production shall also include Code Sheets providing the meanings of values appearing in the requested fields that are presented in coded form.

REQUEST NO. 36: All Structured Data used to calculate or determine the Allowed Amount for Healthcare Services delivered by an OON Provider during the Relevant Period as well as the dollar values appearing in the following Claims Data fields: BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

REQUEST NO. 37: All Structured Data used to calculate or determine the Allowed Amount for Healthcare Services delivered by a Plaintiff OON Provider during the Relevant Period as well as the dollar values appearing in the following Claims Data fields: BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

REQUEST NO. 38: All Reference Pricing Data received or used by You or on your behalf, from any source, whether external or internal, as a reference or input in determining the Allowed Amount for Healthcare Services delivered by an OON Provider during the Relevant Period as well as the BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

REQUEST NO. 39: All Reference Pricing Data received or used by You or on your behalf, from any source, whether external or internal, as a reference or input in determining the Allowed Amount for Healthcare Services delivered by a Plaintiff OON Provider during the Relevant Period as well as the BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

REQUEST NO. 40: All Claims Data directly or indirectly Communicated or made accessible to Zelis by You pertaining to Healthcare Services rendered during the Relevant Period.

REQUEST NO. 41: All Claims Data, Reference Pricing Data, and recommended Allowed Amounts directly or indirectly Communicated or made accessible to You by Zelis during the Relevant Period.

REQUEST NO. 42: All Structured Data You sent or received from Availity concerning Allowed Amounts for payments for Healthcare Services delivered during the Relevant Period by an OON Provider.

Dated: August 21, 2026

Respectfully submitted,

/s/ Richard M. Paul III

Richard M. Paul III, *pro hac vice*

Mary Jane Fait, *pro hac vice*

Haley Hawn, *pro hac vice*

PAUL LLP

600 Broadway Boulevard, Suite 600

Kansas City, Missouri 64105

Telephone: (816) 984-8100

Rick@PaulLLP.com

MaryJane@PaulLLP.com

Haley@PaulLLP.com

Maureen Forsyth, (MA Bar No. 642390)

Jason S. Hartley, *pro hac vice*

Jason M. Lindner, *pro hac vice forthcoming*

Kenneth Frost, *pro hac vice*

HARTLEY LLP

101 W. Broadway, Ste 820

San Diego, CA 92101

Telephone: (619) 400-5822

hartley@hartleyllp.com

lindner@hartleyllp.com

forsyth@hartleyllp.com

frost@hartleyllp.com

Co-Lead Counsel for Plaintiffs and the Putative Class

Amanda F. Lawrence

SCOTT+SCOTT ATTORNEYS AT LAW LLP

156 South Main Street

P.O. Box 192

Colchester, CT 06415

Telephone: (860) 531-2606

alawrence@scott-scott.com

Patrick Coughlin, *pro hac forthcoming*

Fatima Brizuela, *pro hac forthcoming*

SCOTT+SCOTT ATTORNEYS AT LAW LLP

600 West Broadway, Suite 3300

San Diego, CA 92101

Telephone: (619) 798-5308

pcoughlin@scott-scott.com

fbrizuela@scott-scott.com

John Landay, *pro hac vice forthcoming*

LANDAY ROBERTS LLP

600 West Broadway, Suite 700

San Diego, California 92101

Telephone: (619) 648-4811

jlanday@landayroberts.com

Daniel J. Mogin, *pro hac vice forthcoming*

MOGIN LAW LLP

Katrina Carroll

Kyle A. Shamberg

CARROLL SHAMBERG LLC

111 W. Washington Street

Suite 1240

Chicago, IL 60602

Telephone: 872-215-6205

katrina@csclassactions.com

kyle@csclassactions.com

Adam J. Zapala (245748)

Elizabeth T. Castillo (280502)

Christian S. Ruano (352012)

COTCHETT, PITRE

& McCARTHY, LLP

840 Malcolm Road

Burlingame, CA 94010

Telephone: (650) 697-6000

Fax: (650) 697-0577

azapala@cpmlegal.com

ecastillo@cpmlegal.com

David M. Cialkowski, *pro hac vice*

Ian F. McFarland, *pro hac vice*

ZIMMERMAN REED LLP

1100 IDS Center

80 S. 8th St.

4225 Executive Square, Suite 600
La Jolla, CA 92037
Telephone: (619) 687-6611
dmogin@moginlawllp.com

Minneapolis, MN 55402
(612) 341-0400
david.cialkowski@zimmreed.com
ian.mcfarland@zimmreed.com

Daniel R. Karon, *pro hac vice* *forthcoming*
KARON LLC
631 W. St. Clair Ave.
Cleveland, OH 44113
Telephone: (216) 622-1851
dkaron@karonllc.com

Garrett D. Blanchfield
Brant D. Penney
Roberta A. Yard
**REINHARDT WENDORF &
BLANCHFIELD**
80 South 8th Street, Suite 900
Minneapolis, MN 55402
Telephone: (651) 287-2100
g.blanchfield@rwblawfirm.com
b.penney@rwblawfirm.com
r.yard@rwblawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of August 2026, I electronically transmitted Plaintiffs' Second Set of Requests for Production of Documents to Defendant Humana, Inc. [Structured Data] to the following counsel of record:

/s/ Richard M. Paul III

Justin O'Brien (BBO#658765)
LOVETT O' BRIEN LLP
155 Federal Street, Ste. 1300
Boston, MA 02110
Tel: 617-371-1035
jobrien@lovettoobrien.com

David Schwartz (*pro hac vice*)
Z. Lily Rudy (*pro hac vice*)
BRYAN CAVE LEIGHTON PAISNER LLP
1155 F Street, NW, Ste.
Washington, DC 20004-1357
Telephone: (202) 508-6086
David.Schwartz@bclplaw.com
Lily.Rudy@bclplaw.com

Justin Kingsolver
BRYAN CAVE LEIGHTON PAISNER LLP
Two North Central Avenue, Suite 2100
Phoenix, AZ 85004
Telephone: (602) 364-7036
Justin.kingsolver@bclplaw.com

Attorneys for Defendant Humana, Inc.

Exhibit 2

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION	Lead Action Case No.: 1:25-cv-10734-BEM
This Document Relates To: All Associated Cases	Consolidated with Case Nos.: 1:25-CV-11092-BEM 1:25-CV-11167-BEM 1:25-CV-11537-BEM

**DEFENDANT HUMANA INC.'S RESPONSES AND OBJECTIONS TO
PLAINTIFFS' SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT HUMANA INC. [STRUCTURED DATA]**

Defendant Humana Inc. ("Humana"), by and through its undersigned counsel, submits the following responses and objections (the "Responses and Objections" or "Responses") to Plaintiffs' Second Set of Requests for Production of Documents to Defendant Humana, dated August 21, 2026 (the "Requests").

GENERAL OBJECTIONS

1. The following Responses and Objections are made solely for purposes of these proceedings and are based upon the facts, documents, and information presently known and available to Humana. Without obligating it to do so, Humana reserves the right to alter, supplement, amend, or otherwise modify these Responses and Objections as additional facts or documents are discovered, revealed, recalled, or otherwise ascertained, and as further analysis, research, investigation, and discovery disclose additional facts, documents, contentions, or legal theories that may apply. Humana specifically reserves the right to utilize any subsequently discovered documents or evidence in this action.

2. Humana objects to the Requests to the extent that they seek to impose obligations beyond those required by the Federal Rules of Civil Procedure, the Local Rules for the District of Massachusetts, or any other laws or rules applicable to this action.

3. Humana objects to the Requests to the extent they seek or call for information or documents that are protected from discovery and privileged by reason of: (a) attorney-client privilege; (b) work product doctrine; (c) the protections from disclosure in Rule 26(b); or (d) any other applicable discovery rule, privilege, or protection. Humana does not intend to waive any applicable privilege or protection and will not disclose any privileged or protected information. In the event Humana inadvertently discloses any such information, this disclosure is not intended and shall not be deemed to be a waiver by Humana of any privilege or protection. Any such inadvertent production of a privileged or protected document shall be treated in accordance with, and subject to the full protections of, Rule 502 of the Federal Rules of Evidence. Specific objections on the grounds of privilege are provided for emphasis and clarity only, and the absence of a specific objection should not be interpreted as evidence that Humana does not object to a Request on the basis of an applicable privilege or protection.

4. Humana objects to the Requests to the extent that they seek information or documents that are not within Humana's possession, custody, or control, and to the extent they seek information that can be obtained from another source that is more convenient, less burdensome, or less expensive—including, but not limited to, other parties in this matter.

5. Humana objects to the Requests to the extent that they seek documents that are not available in reasonably accessible sources, and to the extent the burden or expense of production is not proportional to the needs of the case under Rule 26(b)(1).

6. Humana objects to the Requests to the extent they seek documents or information beyond the scope of the relevant claims and defenses in this Litigation.

7. Humana objects to the Requests to the extent that they mischaracterize facts, are based on disputed factual assertions, and/or assume facts not in evidence. By providing these

Responses and Objections, Humana does not adopt any factual characterization, assertion, or premise in any of the Requests. Further, Humana's use of any term defined in the Requests does not admit the truth, accuracy, or completeness of any such defined term.

8. Humana objects to the proposed Relevant Period of January 1, 2012 through the present as unduly expansive, disproportionate to the needs of the case, and not reasonably calculated to lead to the discovery of admissible evidence as applied to particular Requests herein. Humana will interpret the Relevant Period on a Request-by-Request basis and will raise specific objections where the proposed Relevant Period is unduly burdensome as applied.

9. Humana objects to the Requests to the extent that they purport to require Humana to conduct its discovery review in a specific manner regardless of burden or cost, including but not limited to purporting to require Humana to review documents through manual review rather than using a combination of search terms and/or TAR. Humana further objects to the Requests as unduly burdensome to the extent that they purport to require Humana to use a single manner of document review across all Requests, rather than using an appropriate review methodology on a Request-by-Request basis. To the extent that Humana has agreed to conduct a good-faith and reasonable search in response to any Request, it does so based on its ability to use an appropriately tailored and reasonable methodology based on the source of potentially responsive documents.

10. Humana objects to the Definitions and Instructions to the extent they purport to impose discovery obligations beyond the requirements of the Federal Rules of Civil Procedure or any Court-ordered ESI Protocol in this Litigation. In particular, Humana objects to the definition of "You" and "Your" to the extent it purports to include entities or individuals not within Humana's possession, custody, or control.

11. All documents produced in response to these Requests will be produced pursuant to the Protective Order and ESI Protocol entered by the Court in this matter.

12. Humana incorporates by reference its General Objections and its Objections to Definitions and Instructions set forth in Humana's Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents to Non-Zelis Defendants, dated June 25, 2026 ("Plaintiffs' First Set of Requests"). Nothing herein shall be construed as a waiver of any objection set forth therein or as an admission that Humana has agreed to produce any category of documents in response to Plaintiffs' First Set of Requests.

The General Objections set forth above are incorporated by reference into each specific Response below. The assertion or partial assertion of the same, similar, or additional objections to any Request shall not be deemed a waiver of Humana's right to assert any objection.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

Definition No. 2 ("Allowed Amount"): Humana objects to this Definition as vague, overbroad, and argumentative to the extent it presupposes the truth of Plaintiffs' theory of liability. Humana further objects to this definition to the extent it conflates "Allowed Amount" with "Repriced value." Humana will interpret "Allowed Amount" consistent with its ordinary industry meaning.

Definition No. 4 ("Availity"): Humana objects to this Definition to the extent it defines Availity to mean "a strategic partner of Zelis."

Definition No. 12 ("Healthcare Services"): Humana objects to this Definition as overbroad, unduly burdensome, and irrelevant to the extent that it includes dental services. Humana will interpret "Healthcare Services" to be limited to medical services.

Definition No. 14 ("Out-of-Network," "OON," "OON Services," "Out-of-Network Services," "OON Healthcare Services" and "Out-of-Network Healthcare Services"): Humana objects to

this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes any service for which a Provider is “not entitled to a fixed, pre-negotiated contractual payment rate” as such formulation encompasses numerous in-network contractual agreements with providers that are not purely fee for service. Humana will interpret “Out-of-Network,” “OON,” “OON Services,” “Out-of-Network Services,” “OON Healthcare Services” and “Out-of-Network Healthcare Services” to mean medical services provided to a Patient by a Provider who does not have a pre-existing contractual agreement with Humana (either directly or indirectly) regarding the terms of payment for such services.

Definition No. 15 (“Payer”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it refers to “an Administrative Services Only (ASO)” or “Third-Party Administrator (TPA)” without defining those terms.

Definition No. 18 (“Repricing”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it relies on the phrase “reference price, benchmark, determination of prevailing rates, usual and customary rates, or other similar process” without defining those terms. Humana will interpret “Repricing” to refer only to a third-party service that reprices, negotiates, or renegotiates the payment to a Provider for out-of-network medical claims on behalf of a Humana member.

Definition No. 19 (“Repricing Reference Data”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it relies on the phrase “data accessed, used, or intended for” repricing without defining those terms. Humana further objects to this Definition as assuming that Humana has knowledge regarding the data accessed, used, or intended for repricing claims. Humana will interpret “Repricing Reference Data” to be limited to data provided by Humana to Zelis for the purpose of repricing claims, if any.

Definition No. 20 (“Relevant Period”): Humana objects to this Definition as overbroad and unduly burdensome. A start date of January 1, 2012 through the present is unduly expansive and disproportionate to the needs of the case. Humana exited the market for commercial health insurance at the end of 2024. Humana will interpret “Relevant Period” to mean January 1, 2015 to December 31, 2024. Nothing in this objection is intended to limit Humana’s document preservation obligations, which are governed separately.

Definition No. 23 (“You” and “Your”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes “current or former officers, directors, or employees” and “any current or former officers, directors, or employees [] acting in the capacity of an Insurer or an Administrative Services Only (ASO)” to the extent that it includes entities or individuals not within Humana’s possession, custody, or control. Humana further objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent it includes the undefined entities of “Insurer” and “Administrative Services Only (ASO).” Humana will interpret “You” to refer to Humana and its current and former subsidiaries.

Definition No. 24 (“Zelis”): Humana objects to this Definition as vague, overbroad, unduly burdensome, and irrelevant to the extent that it includes an unspecified set of Zelis’ “corporate parents, subsidiaries, or affiliates” and “any contractors or partners engaged on its behalf.” Humana will interpret “Zelis” to refer only to legal entities Zelis Healthcare, LLC; Zelis Claims Integrity, LLC; and Zelis Network Solutions, LLC.

Instruction Nos. 3 – 6, 9 – 10: Humana objects to these Instructions to the extent that they seek to impose obligations that are either inconsistent with or in addition to the requirements under the ESI Protocol. Humana will comply with the ESI Protocol, not these Instructions.

Instruction No. 8: Humana objects to the proposed Relevant Period of January 1, 2012 through the present as unduly expansive and disproportionate to the needs of the case. In responding to these Requests, Humana will produce data and/or documents from January 1, 2015 to December 31, 2024, when Humana's commercial business ended, subject to its general and specific objections. Nothing in this objection is intended to limit Humana's document preservation obligations, which are governed separately.

All objections to Definitions and Instructions are incorporated by reference into each specific Response below.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST NO. 34: All Claims Data pertaining to Healthcare Services rendered during the Relevant Period that were adjudicated on an Out-of-Network basis. The fields to be produced include all those appearing in the Data Sample "2026 08-10 Humana SCTASK3753215_REPORT (8.6)" and/or Data Dictionary "2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf" previously produced by You to Plaintiffs in this litigation. To the extent that any field contained in such Claims Data has not already been defined in "2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf," a Data Dictionary for such fields shall be included. The Claims Data production shall also include Code Sheets providing the meanings of values appearing in the requested fields that are presented in coded form.

RESPONSE TO REQUEST NO. 34:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request as compound. Humana further objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks information prior to January 1, 2015 or after December 31, 2024. Humana further objects to this

Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All Claims Data” or information outside of Humana’s possession, custody, or control. Humana further objects to this Request to the extent that it assumes the existence of a “Data Dictionary” or “Code Sheets.”

Subject to the foregoing general and specific objections, Humana will produce out-of-network claims data for medical services during the time period of January 1, 2015 to December 31, 2024. Humana is willing to meet and confer with Plaintiffs regarding out-of-network claims data for dental services.

REQUEST NO. 35: All Plaintiff Claims Data pertaining to Healthcare Services rendered during the Relevant Period that were adjudicated on an Out-of-Network basis. The fields to be produced include all those appearing in the Data Sample “2026 08-10 Humana SCTASK3753215_REPORT (8.6)” and/or Data Dictionary “2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf” previously produced by You to Plaintiffs in this litigation. To the extent that any field contained in such Plaintiff Claims Data has not already been defined in “2026 08-10 Humana Legal Template Data Definition (HIGHLY CONFIDENTIAL).pdf,” a Data Dictionary for such fields shall be included. The Plaintiff Claims Data production shall also include Code Sheets providing the meanings of values appearing in the requested fields that are presented in coded form.

RESPONSE TO REQUEST NO. 35:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request as duplicative of Request No. 34 to the

extent it is relevant. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks information prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks “All Plaintiff Claims Data” or information outside of Humana’s possession, custody, or control. Humana further objects to this Request to the extent that it assumes the existence of a “Data Dictionary” or “Code Sheets.”

Subject to the foregoing general and specific objections, Humana will produce out-of-network claims data for medical services provided by Plaintiffs during the time period of January 1, 2015 to December 31, 2024.

REQUEST NO. 36: All Structured Data used to calculate or determine the Allowed Amount for Healthcare Services delivered by an OON Provider during the Relevant Period as well as the dollar values appearing in the following Claims Data fields: BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

RESPONSE TO REQUEST NO. 36:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request to the extent that it seeks data concerning in-network claims that Plaintiffs contend are irrelevant. Humana further objects to this Request as duplicative of Request No. 30 and disproportionate to the needs of the case; Humana has agreed to produce relevant documents concerning the methods of calculating allowed amounts, but the raw data underlying such calculations has no discernable relevance to Plaintiffs’ claims. Humana

further objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks Structured Data related to dental claims. Humana further objects to this Request to the extent it seeks information outside of Humana's possession, custody, or control.

Humana will not produce data in response to this Request.

REQUEST NO. 37: All Structured Data used to calculate or determine the Allowed Amount for Healthcare Services delivered by a Plaintiff OON Provider during the Relevant Period as well as the dollar values appearing in the following Claims Data fields: BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

RESPONSE TO REQUEST NO. 37:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request to the extent that it seeks data concerning in-network claims that Plaintiffs contend are irrelevant. Humana further objects to this Request as duplicative of Request Nos. 30 and 36 and disproportionate to the needs of the case; Humana has agreed to produce relevant documents concerning the methods of calculating allowed amounts, but the raw data underlying such calculations has no discernable relevance to Plaintiffs' claims. Humana further objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly

burdensome, and not proportional to the needs of the case to the extent it seeks information outside of Humana's possession, custody, or control.

Humana will not produce data in response to this Request.

REQUEST NO. 38: All Reference Pricing Data received or used by You or on your behalf, from any source, whether external or internal, as a reference or input in determining the Allowed Amount for Healthcare Services delivered by an OON Provider during the Relevant Period as well as the BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

RESPONSE TO REQUEST NO. 38:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request as vague and ambiguous to the extent it uses the term "Reference Pricing Data," without defining such term. Humana further objects to this Request to the extent that it seeks data concerning in-network claims that Plaintiffs contend are irrelevant. Humana further objects to this Request as duplicative of Request Nos. 30, 36, and 37 and disproportionate to the needs of the case; Humana has agreed to produce relevant documents concerning the methods of calculating allowed amounts, but the raw data underlying such calculations has no discernable relevance to Plaintiffs' claims. Humana further objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information outside of Humana's possession, custody, or control.

Humana will not produce data in response to this Request.

REQUEST NO. 39: All Reference Pricing Data received or used by You or on your behalf, from any source, whether external or internal, as a reference or input in determining the Allowed Amount for Healthcare Services delivered by a Plaintiff OON Provider during the Relevant Period as well as the BEN_ALLOW_AMT, BEN_DENY_AMT, MBR_RESP_AMT, and WITHHOLD_AMT.

RESPONSE TO REQUEST NO. 39:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request as vague and ambiguous to the extent it uses the term “Reference Pricing Data,” without defining such term. Humana further objects to this Request to the extent that it seeks data concerning in-network claims that Plaintiffs contend are irrelevant. Humana further objects to this Request as duplicative of Request Nos. 30, 36, 37, and 38 and disproportionate to the needs of the case; Humana has agreed to produce relevant documents concerning the methods of calculating allowed amounts, but the raw data underlying such calculations has no discernable relevance to Plaintiffs’ claims. Humana further objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information outside of Humana’s possession, custody, or control.

Humana will not produce data in response to this Request.

REQUEST NO. 40: All Claims Data directly or indirectly Communicated or made accessible to Zelis by You pertaining to Healthcare Services rendered during the Relevant Period.

RESPONSE TO REQUEST NO. 40:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks data “indirectly Communicated or made accessible” to Zelis that is outside of Humana’s possession, custody, or control. Humana further objects to this Request as vague and ambiguous to the extent it uses the term “Communicated” without defining the term. Humana further objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as duplicative of Request Nos. 34 and 35, which already seek all Claims Data pertaining to OON Healthcare Services during the Relevant Period. Humana further objects to this Request as duplicative and disproportionately burdensome in that it seeks information that is more easily obtained from Zelis.

The data requested here is a subset of the data Humana intends to produce in response to Request No. 34. Humana will not make a separate production of data in response to this Request.

REQUEST NO. 41: All Claims Data, Reference Pricing Data, and recommended Allowed Amounts directly or indirectly Communicated or made accessible to You by Zelis during the Relevant Period.

RESPONSE TO REQUEST NO. 41:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information outside of Humana's possession, custody, or control. Humana further objects to this Request as vague and ambiguous to the extent it uses the term "Communicated" without defining the term. Humana further objects to this Request to the extent it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. Humana further objects to this Request as duplicative of Request No. 34 to the extent it seeks "Claims Data" and "recommended Allowed Amounts" received from Zelis. Humana further objects to this Request as duplicative of Request Nos. 38 and 39 to the extent it seeks "Reference Pricing Data" received from Zelis. Humana further objects to this Request as duplicative and disproportionately burdensome in that it seeks information that is more easily obtained from Zelis.

The data requested here is a subset of the data Humana intends to produce in response to Request No. 34. Humana will not make a separate production of data in response to this Request.

REQUEST NO. 42: All Structured Data You sent or received from Availity concerning Allowed Amounts for payments for Healthcare Services delivered during the Relevant Period by an OON Provider.

RESPONSE TO REQUEST NO. 42:

Humana incorporates its General Objections and its Objections to Definitions and Instructions as if fully set forth herein. Humana objects to this Request on the ground that it is overly broad and unduly burdensome insofar as it seeks documents prior to January 1, 2015 or after December 31, 2024. Humana further objects to this Request as overly broad, unduly burdensome, and irrelevant to the extent it seeks dental claims. Humana further objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information outside of Humana's possession, custody, or control. Humana further objects to this Request as overbroad, unduly burdensome, and irrelevant to the extent it seeks all Structured Data "concerning Allowed Amounts" exchanged with Availity that have nothing to do with Plaintiffs' allegations. Humana further objects to this Request as duplicative to the extent any Structured Data exchanged with Availity concerning OON claims is already captured by Humana's responses to Requests Nos. 34 and 35.

Humana will not produce data in response to this Request.

Dated: September 21, 2026

Respectfully submitted,

By: /s/ Benjamin E. Waldin

Scott C. Solberg (*pro hac vice*)
Vanessa G. Jacobsen (*pro hac vice*)
Benjamin E. Waldin (*pro hac vice*)
EIMER STAHL LLP
224 South Michigan Ave., Suite 1100
Chicago, IL 60604
ssolberg@eimerstahl.com
vjacobsen@eimerstahl.com
bwaldin@eimerstahl.com

Justin D. Kingsolver (*pro hac vice*)
David B. Schwartz (*pro hac vice*)
Lily Rudy (*pro hac vice*)
BRYAN CAVE LEIGHTON PAISNER LLP
1155 F Street NW, Suite 700
Washington, DC 20004-1357
(202) 508-6000
justin.kingsolver@bclplaw.com
david.schwartz@bclplaw.com
lily.rudy@bclplaw.com

Justin P. O'Brien (BBO #658765)
LOVETT O'BRIEN LLP
155 Federal Street, Suite 1300
Boston, MA 02110
Phone: 617-371-1035
Fax: 617-314-0447
jobrien@lovettoobrien.com

Counsel for Defendant Humana Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of September 2026, I caused Humana Inc.'s Responses and Objections to Plaintiffs' Second Set of Requests for Production of Documents to Defendant Humana Inc. [Structured Data] to be sent by electronic mail to counsel of record for Plaintiffs and the Putative Class:

/s/ Benjamin E. Waldin

Richard M. Paul III
Mary Jane Fait
Haley Hawn
PAUL LLP
600 Broadway Boulevard, Suite 600
Kansas City, Missouri 64105
Telephone: (816) 984-8100
Rick@PaulLLP.com
MaryJane@PaulLLP.com
Haley@PaulLLP.com

Maureen Forsyth
Jason S. Hartley
Jason M. Lindner
Kenneth Frost
HARTLEY LLP
101 W. Broadway, Suite 820
San Diego, CA 92101
Telephone: (619) 400-5822
hartley@hartleyllp.com
lindner@hartleyllp.com
forsyth@hartleyllp.com
frost@hartleyllp.com

Co-Lead Counsel for Plaintiffs and the Putative Class

Exhibit 3

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:) Case No. 24 C 6795
) MDL No. 3121
)
)
MULTIPLAN HEALTH INSURANCE PROVIDER)
LITIGATION,)
) Chicago, Illinois
) September 22, 2025
) 1:00 p.m.
)

TRANSCRIPT OF PROCEEDINGS - STATUS
BEFORE THE HONORABLE MATTHEW F. KENNELLY

APPEARANCES:

For Plaintiffs:

Meta Wellness Inc.
Doing business as
Lux Recovery Outpatient: SEEGER WEISS LLP
BY: MS. JENNIFER SCULLION
MR. BENJAMIN BARNETT
55 Challenger Road, Suite 600
Ridgefield Park, New Jersey 07660

Court Reporter: CAROLYN R. COX, RPR, CRR, FCRR
Official Court Reporter
219 S. Dearborn Street, Suite 2102
Chicago, Illinois 60604
(312) 435-5639

* * * * *

PROCEEDINGS REPORTED BY STENOTYPE
TRANSCRIPT PRODUCED USING COMPUTER-AIDED TRANSCRIPTION

1 APPEARANCES (Cont'd):

2

3

4

NS PR LAW SERVICES LLC
BY: MR. HUNTER J. SHKOLNIK
1302 Avenida Ponce de Leon
Santurce, PR 00907

5

For Plaintiff
CHS/Community Health
Systems, Inc.:

6

7

8

VINSON & ELKINS LLP
BY: MR. STEPHEN M. MEDLOCK
2200 Pennsylvania Avenue, NW
Suite 500 West
Washington, DC 20037

9

10

Curtis F. Robinson M.D., Inc.
On behalf of itself and others

11

Similarly situated doing business as
Panoramic Medicine:

12

13

EDELSON PC
BY: MS. NATASHA J. FERNANDEZ-SILBER
350 N. LaSalle Street, 14th Floor
Chicago, Illinois 60654

14

15

16

SUSMAN GODFREY L.L.P.
BY: MS. HALLEY W. JOSEPHS
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067

17

18

For Defendant
Multiplan, Inc.:

19

20

LATHAM & WATKINS LLP
BY: MR. SADIK HARRY HUSENY
505 Montgomery Street, Suite 2000
San Francisco, California 94111

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22

23

24

25

1 APPEARANCES (Cont'd):

2

3 For Defendant UnitedHealth
4 Group, Inc.:

GIBSON, DUNN & CRUTCHER LLP
BY: MS. DANA LYNN CRAIG
One Embarcadero Center, Suite 2600
San Francisco, California 94111

6

7 For Defendant
8 Elevance Health, Inc.

HOGAN LOVELLS US LLP
BY: MR. W. DAVID MAXWELL
555 13th Street NW
Washington, DC 20004

10

11 For Defendant
12 CIGNA Group:

McDERMOTT WILL & SCHULTE LLP
BY: MR. WARREN HASKEL
One Vanderbilt Avenue
New York, New York 10017

13

14 For Defendant
15 Health Care
16 Service Corporation:

SIDLEY AUSTIN LLP
BY: MR. SCOTT DAVID STEIN
One S. Dearborn Street
Chicago, Illinois 60603

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1 little part of the civil cover sheet gets missed in the clerk's
2 office where you identify that this is related to this case.
3 If that happens again, somebody should just -- jointly or
4 whoever should just pick up the phone and call Melissa,
5 identify the case, and we can get it all done without people
6 having to file stuff on it. It's just a clerical error,
7 essentially, so there's really no reason to have to file
8 motions and things like that.

9 Give me a minute here.

10 Okay. So the -- one other thing we're going to try to
11 talk about today is -- hang on a second -- it's topic 5, which
12 is entitled End Date of Structured Data Production.

13 So it starts off by saying that there's a very narrow
14 dispute about the end date. Everybody agrees that for now, it
15 should be up to the date of the case management order on
16 structured data production, whatever that ends up being.

17 And then the -- so the -- then the next two sentences
18 basically summarize at a very high level what the positions
19 are. It says, "Plaintiffs request that defendants preserve
20 data past the date of that order and, if necessary, supplement
21 their production later in the case."

22 Defendants say, "Defendants would like to produce data
23 up to the time of the structured data order, defer on any
24 obligations to supplement or the scope of any appropriate
25 supplementation until after summary judgment."

1 So let me tell what you my takeaway from this and the
2 ensuing discussion is. My takeaway from it is I think the
3 defendants are saying, yeah, we get that we're going to have to
4 supplement, but why should we talk about it now until we know
5 whether the case is going to survive summary judgment because
6 the main reason for supplementation has to do with the
7 calculation of damages.

8 Am I understanding it more or less right, Mr. Huseny,
9 or whoever is going to talk about this?

10 MR. HUSENY: Yes, your Honor, you are.

11 THE COURT: Okay. So tell me -- whoever is going to
12 talk about this on the plaintiffs' side, tell me what's wrong
13 with that, with doing it that way. In other words, everybody
14 agrees there's going to have to be a supplementation. It's
15 going to have to happen at some point in time. Why do we need
16 to talk about it now? Let's talk about it after the summary
17 judgment motion is denied, if that's what happens.

18 MR. MEDLOCK: Mr. Medlock for the DAPs. I just wanted
19 to point out that as to the DAPs, I think there's no dispute.
20 Page 22 of the status report, we say exactly that. So I don't
21 think we have a dispute with defendants on that.

22 MS. FERNANDEZ-SILBER: Your Honor, Natasha
23 Fernandez-Silber on behalf of the class. We just want to make
24 sure the data is being preserved.

25 THE COURT: Okay. And do you want there to be an

1 order that says that the data is being preserved, or do you
2 want there to be something other than an order?

3 MS. FERNANDEZ-SILBER: I think we'd feel more
4 comfortable with an order so --

5 THE COURT: Okay. So, Mr. Huseny, as the, at least
6 for the moment, spokesperson on the defense side, do you have
7 any problem with there being some sort of an order for data
8 preservation if we just say we're not going to talk about when
9 you have to produce it until later?

10 MR. HUSENY: We have no problem with that, your Honor.
11 We're preserving the data. There's an earlier preservation
12 order and language from your Honor. We don't think it's
13 necessary, but there's no issue with it.

14 THE COURT: I kind of thought there was an order.

15 Okay. So here's what you should do on this. So
16 everybody seems to agree that data should be preserved. I
17 think what you ought to do is look at the earlier order and see
18 if it's sufficient to cover this. If it isn't, you can provide
19 -- you can tweak the language and give me an amended version of
20 it. I'm okay with that.

21 Secondly, I don't think that we need to come up with a
22 specific date now. I think we can do that after summary
23 judgment, but, you know, that's going to be kind of job one or
24 maybe job two if summary judgment is denied. So just everybody
25 needs to keep that in mind that you get it queued up at that

1 point in time.

2 And I get that it's going to have to be, as the
3 plaintiffs put it, at a meaningful point prior to trial so that
4 you can, you know, get it to your experts and have them process
5 the data and all of that.

6 MR. HUSENY: Your Honor, if I might, the only thing I
7 would just point out in the record for now is whether it's
8 supplementation, whether it's informed extrapolation, if we're
9 in the world post, you know, summary judgment, and if it
10 survives, how we go about actually getting the data up to speed
11 or up to the current date is something that we would talk about
12 with plaintiffs. We'd do that in the normal course.

13 When I say extrapolation, it could be we produced at
14 that point over the course of eight months tons of structured
15 data and does it make sense to do another pull to extrapolate
16 from that. We would work with them on that issue.

17 THE COURT: I'm okay with you leaving that to later
18 discussion with the understanding that if you don't agree, I'm
19 going to have to decide something. I get that. That makes
20 sense.

21 Okay. Give me a second here.

22 Okay. Let's try to do one more thing here. Topic 6
23 is the sampling of structured data for in-network claims.

24 So I think if I got this right -- and somebody gave me
25 a spreadsheet in here somewhere. Let me just turn to that.

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I certify that the foregoing is a correct transcript, to the extent possible, of the record of proceedings in the above-entitled matter given the limitations of conducting proceedings via videoconference.

/s/ CAROLYN R. COX
CAROLYN R. COX, RPR, F/CRR
Official Court Reporter

September 24, 2025

Exhibit 4

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST LITIGATION This Document Relates To: <i>All Associated Cases</i>	Lead Action Case No.: 1:25-cv-10734-BEM <i>Consolidated with Case Nos.: 1:25-CV-11092-BEM 1:25-CV-11167-BEM 1:25-CV-11537-BEM</i>
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**DECLARATION OF RICK CHAPMAN IN SUPPORT OF DEFENDANTS’
OPPOSITION TO PLAINTIFFS’ MOTION TO COMPEL DISCOVERY REGARDING
THE TIME PERIOD FOR STRUCTURED DATA**

I, Rick Chapman, declare as follows:

1. I am Associate Director, IT Business Performance/Performance Improvement at Humana, where I have worked in various roles since 2004.
2. My responsibilities in my current role include overseeing the team that compiles commercial medical claims data, including the historical structured out-of-network (“OON”) medical claims data reports that I understand Plaintiffs have requested in this case.
3. I submit this declaration in support of Humana’s Opposition to Plaintiffs’ Motion to Compel Discovery.
4. I or others under my direct supervision have personal knowledge of the matters stated in this declaration and, if called upon, could competently testify thereto.
5. Compiling structured claims data reports and transmitting them to Humana’s counsel is a time consuming and labor-intensive process for my team. Compiling the reports requires my team to run multiple queries across multiple data sources and then assemble the data.

Given the size of the resulting reports, even uploading the reports to Humana's file share system for transmission to counsel can take several hours, and sometimes up to an entire day.

6. For example, it took my team approximately 2 weeks to compile and transmit the structured OON medical claims data report Plaintiffs requested for the years 2014-2024. The total size of this data is approximately 64 gigabytes of data. The total data from 2014-2024 covers nearly 75 million records.

7. The two-week period described above does not include the time necessary for Humana's counsel and experts to review and validate the data reports before production to Plaintiffs.

8. My team is currently in the process of pulling OON medical claims data for January 1, 2025 through August 31, 2025, and I expect this data to be produced to counsel and experts before the end of October 2026.

9. Based on my experience preparing claims data reports at Humana, including the 2014-2024 structured OON medical claims data reports my team has already compiled, I expect that the reports Plaintiffs request for 2012 and 2013 will contain approximately 6-7 gigabytes of data, each. My team has determined that the 2012 report will include approximately 7.9 million claim lines and that the 2013 report will include approximately 8.3 million claim lines.

10. Assuming that structured OON medical claim data reports for 2012 and 2013 will each include about 6-7 gigabytes of data, and given competing demands on my team from other legal matters and business priorities, I expect that it would take my team approximately 2 weeks to compile and transmit the 2012-2013 data reports Plaintiffs request to Humana's counsel. This would impose a substantial cost on Humana and take time away from other urgent business and legal data requests that my team routinely handles.

11. I further understand that Plaintiffs have requested summary statistics for 2012 OON medical claims data. However, my team would have to pull the full underlying datasets and will need additional clarification regarding the fields to be analyzed in order to compile these summary

statistics, so the production of summary statistics would not materially reduce the burden on my team.

I declare under penalty of perjury that, based on personal knowledge, the foregoing is true and correct.

Executed this 2nd day of October, 2026, in Louisville, Kentucky

/s/ Rick Chapman
Rick Chapman

Exhibit 5

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re MultiPlan Health Insurance Provider
Litigation

Case No. 24-cv-6795-MFK

MDL No. 3121

Hon. Matthew F. Kennelly

This Document Relates to All Cases

**DECLARATION OF GLENN GOLDSTEIN IN SUPPORT OF DEFENDANTS’
AUGUST 18, 2025 SUBMISSION TO THE COURT**

I, Glenn Goldstein, pursuant to 28 U.S.C. § 1746, hereby swear under penalty of perjury that the following is true and correct to the best of my personal knowledge:

1. I am a Business Systems Archive Director for Elevance Health, Inc. (“Elevance Health”), which is one of the Defendants named in the above captioned matter, along with Anthem Blue Cross f/k/a Empire Blue Cross, a subsidiary of Elevance Health.

2. I have held responsibilities for data management and services for Elevance Health during my 30 years of work at the company. In my current role, among other tasks, I have responsibilities for coordinating and executing legal data requests, including requests for structured claims data. I routinely work with the data systems used to house and pull claims data.

3. I make this declaration based on personal knowledge and/or from my review and knowledge of company records.

4. As background context, healthcare claims data involves a complex array of voluminous information regarding healthcare services provided to members and the adjudication

of such claims. A single “claim” for healthcare services bundles together many or all of the services and/or procedures provided to a member during specific consecutive dates of service. Each claim often contains a number of “claim lines” within the data, which focus on each specific service or procedure included within a claim. Adjudication of a claim often occurs at the “claim line” level, based on the specific services or procedures provided, the member’s health benefits plan’s application to such specific services or procedures, and/or other factors. “Claim line” level data collections also include multiple rounds of line-level adjudication, so that, for example, adjudication of a provider’s duplicate or adjusted claims are included in the data extract. Collection of “claim line” level data thus involves significantly greater volume and detail than a data collection at the “claim” level.

5. As a general estimate, Elevance Health processes about 40 million medical claims for commercial healthcare services per month, which includes both in-network and out-of-network claims. This claims volume roughly translates to data to about 110 million claim lines per month.

6. I understand that Plaintiffs in the above-captioned matter have requested that Defendants produce claim line-level data representing commercial medical claims from all providers from 2010 to the present, including both in-network and out-of-network, professional and facility claims. Producing this requested data would be extremely burdensome for Elevance Health.

7. I have estimated that Elevance Health’s collection of structured claims data for all commercial medical claims for all providers from January 1, 2010 to the present would involve over 6 billion claims and 16 billion claim lines. I have further estimated that the volume of this

data comprises approximately 20 Terabytes. The sheer volume and physical storage space required for this collection would be an extraordinary data collection for Elevance Health.

8. To proceed with a collection of claim line-level commercial data going back to dates of service of January 1, 2010, Elevance Health would be required to collect data that is stored in two different locations—an archived database (where Elevance Health stores historical data) and a “live” database (where Elevance Health stores more recent data going back to 2020). Within those databases, Elevance Health stores individual claims fields in many different data tables.

9. A collection of structured claims data for all commercial medical claims for all providers from January 1, 2010 to the present would require a team of Elevance Health data analysts, system engineers, and developers to collect claims data after a set of data fields have been determined. In order to produce the data, the team must: (1) develop a set of “requirements” based on the parameters of the request to, among other things, identify the requested fields and their locations, (2) design queries that will accurately extract the relevant fields from those locations and reassemble the fields into individual claim lines and (3) build the infrastructure for the data extraction process. The queries are then tested to ensure they are accurately extracting and reassembling the data fields from the correct locations. This is a complex process that requires intricate work to potentially join multiple tables and fields together into a single extract.

10. Once the queries are complete, the Elevance Health team must then extract and validate the data. The validation process is intended to test whether the extracted data meet the requested parameters and identify errors that may have been introduced during the query or extraction process.

11. Given the need for this burdensome process and based on my experience with other structured data collections, I currently estimate requiring at least 8 months of time to complete collection of structured data consistent with the very broad scope of claim line-level commercial medical claims data from 2010 to the present, including both in-network and out-of-network, professional and facility claims. Elevance Health would likely require more than 10 months if significantly more data fields were added to the list beyond the approximately 109 that were included in a sample that Elevance Health has already provided in this matter. My estimate of at least 8 months for required time begins at the point in which a specific scope is determined, e.g., when time period, data fields, lines of business, and other parameters are agreed upon prior to the beginning of data collection.

12. With regards to the impact this burdensome process will have on our day-to-day operations, we expect additional staff will need to be added to manage the running, testing, tracking, movement, delivery, and storage of the files. This work will also require services from Database Administrators and other support technicians, as well as other subject matter experts.

Executed on this 18 day of August, 2025 at Chicago Illinois.

Glenn Goldstein

Exhibit 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE: MULTIPLAN HEALTH INSURANCE
PROVIDER LITIGATION

*This Document Relates to
All Actions in which The Cigna Group
is a Defendant*

)
) Case No. 1:24-cv-06795
) MDL 3121
) Hon. Matthew F. Kennelly
)

AFFIDAVIT OF SHERIL A. SARRA

The undersigned affiant testifies under oath the following facts based on personal knowledge:

I, Sheril A. Sarra, declare:

1. I am employed by Evernorth Health Services, which is a subsidiary of The Cigna Group (“Cigna”), as Software Engineering Senior Advisor in the Evernorth Legal and Regulatory Compliance Reporting group. I have been in this role for 11 years, and have worked for Cigna for 41 years in various roles. In my current role, I manage a team that is responsible for collecting and providing claims data for Cigna to comply with Cigna’s litigation, regulatory, and compliance obligations. My team has access to Cigna’s main claims data repositories and develops queries to collect data from these repositories that is ultimately produced to third parties in legal matters.

2. Below I generally describe the following: (1) Cigna’s claims engines and claims data repository called CCW; (2) the current process for collecting data from data repositories for active systems like CCW for legal matters; and (3) a potential, untested new process that may possibly alleviate some of the constraints described in (2) for data collected from CCW, but not other legacy systems.

I. CIGNA'S CLAIMS ENGINES AND DATA REPOSITORIES.

3. To electronically process claims, Cigna uses proprietary claims engines that initially review a claim, determine eligibility and benefits, apply claim edits, and ultimately determine the payment methodology for the claim. These claim engines also rely on a variety of interconnected complementary systems, which, for example, provide information relating to a member's eligibility, plan benefits, and their provider.

4. Cigna uses five claim engines, which are called Proclaim, PMHS, Facets, Data General, and Diamond. These claim engines have traditionally handled different lines of business for Cigna or were integrated after the acquisitions of other companies by Cigna. The three largest claim engines, however—which account for the vast majority of claims adjudicated by Cigna’s various business lines—are Proclaim, PMHS, and Facets, which, as explained below, are housed within a database called Cigna Corporate Warehouse or (“CCW”).

5. Across Cigna's entire business, Cigna's claim engines process approximately 4.5 million out-of-network claim lines each month, and therefore, over 55 million out-of-network claim lines each year. For in-network claims, that number is far greater: Cigna's claim engines' processes approximately 30 million in-network claim lines each month or 360 million claim lines each year. Going back to January 1, 2014, Cigna has adjudicated approximately 600 million out-of-network and 4 billion in-network claim lines.

6. After a claim is processed and adjudicated, Cigna creates a historical record of the claim and the relevant structured data. Most of this historical data is now housed in CCW, which is a data repository that houses data from the Data General, Proclaim, PMHS, and Facets claim engines.

7. CCW has data for medical claims starting with those paid in April 2013; claims data from prior to April 2013 cannot be retrieved.

II. DATA COLLECTION FROM ACTIVE SYSTEMS USING EXISTING PROCESSES.

8. The process for collecting and producing structured claims data from CCW's active tables is highly labor- and time-intensive. The first step is developing and coding a query that can identify and locate data for each relevant claim. For example, data relevant to claims are stored on various data tables generated by Cigna's various claim engines and complementary systems, which are comprised of data fields that contain various data describing a claim. For example, a data field may have a patient's first name, another field may have their last name, another field will have their date of birth, and another field may have the claim number for the claim, etc.

9. Not every field in a data table has information that would be relevant for a data pull, however, so the query must identify the specific fields that need to be collected from the table. The more tables and fields that are necessary for a data pull makes the query more complicated and puts a strain on Cigna's systems because it demands more system resources to complete the query. Once the query is complete, it must be tested and validated to make sure the data is being collected correctly. Any mistake in the query will potentially lead to an incomplete data pull, so the testing and validation process is critical and time consuming.

10. Once the query is complete, it will need to be used to pull the responsive data. Typically, I will assign employees who will oversee the query and its output. For large data requests, we typically run the queries on a state-by-state and reporting period basis to manage the size of the output. Once the query begins running, the data needs to be captured and downloaded into data files by an employee that can be produced for a legal matter. Based on past experience, we typically save data returned from the query to data files that are not larger than 500,000 rows of data as larger file sizes are difficult to download and open.

11. The reason for this is that CCW sits on Cigna's active servers, and therefore competes for resources with other applications and Cigna's claim engines. Thus, it is difficult to extract large volumes of data from CCW during business hours (on both east and west coasts), when Cigna's day-to-day tasks are being run in the system. As a result, when dealing with a large volume of data, Cigna may need to utilize contractors or have cycles run during weekends. Data pulls also take longer to run at the end of each month due to system updates.

12. The longer a query runs, the more likely it is that the query will time out or crash due to system resource constraints from other active applications, which results in incomplete or corrupted data files. For example, there is an automated abort process if CCW's system limitations for resources are exceeded. There is no known way to override the system limitations to create larger files that require less human interaction, including by altering the final output format.

13. If the file is corrupted or incomplete, the query will need to be restarted by the employee managing the query and the data pull will need to be attempted again. We have found that around 500,000 lines of data is the most efficient amount of data that can be collected with the lowest risk of the query timing out and losing the data from the query.

14. Once the data is collected, it needs to be reviewed and validated to ensure the query ran properly and all expected data was returned by the query.

15. Ultimately, this process then needs to be duplicated until every claim row is captured for that state, and then duplicated again for every other state. The data for many states would need to be captured based on shorter reporting periods due to the volume of data. The manual process of pulling claims data is thus based on the need for someone to manually create, download, and save each data file.

16. If my team was required to collect, review, and validate data for all out-of-network claims and various reporting periods per year of in-network claims on CCW's active systems going back to 2014, I would expect that it would take years to complete if all the resources on my team were devoted to that task. I would not be able to devote my entire team, however, as we support all litigation, compliance, and regulatory data requests. We would likely need to supplement my team with additional resources, such as separately hired contractors, which will need to be paid for by Cigna. But even if additional human resources were hired, then the constraint would likely be how much data could be pulled without interfering with Cigna's active systems. Again, data would need to be pulled during off-hours, or over weekends, which will ultimately increase the time it will take to complete the data pull.

17. For example, to give a sense of the magnitude of this data pull, my team assisted with a claims data pull for an active class action litigation that required collecting all out-of-network claims from 2017 to 2023 for two smaller states. This data collection took members of my team approximately two months to complete. The request in the MultiPlan multidistrict litigation would be orders of magnitude larger in terms of the number of states affected, the amount of resources that would need to be devoted to this data pull, the strain on Cigna's systems, and the number of claims that would need to be collected.

III. DATA COLLECTION FOR CCW DATA BY NEW, ALTERNATIVE PROCESSES.

18. I understand Cigna has been investigating an alternative external process for the collection of large quantities of data for this litigation through the use of a separate platform called Databricks by an outside vendor. The process would potentially increase the amount of data that can be queried and reduce the amount of human involvement in data pulls.

19. My understanding is that this external process is still under development, however, and has not yet been tested. But if Cigna is able to operationalize this process, which Cigna hopes to accomplish in the coming weeks, it would hopefully reduce the time, system, and resource constraints described above.

20. An important limitation of this new process is that it would not apply to the legacy systems like Facets that were used prior to CCW, however, which would store data prior to April 2013. This data would still need to be collected as described above in Section 10.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 18, 2025

Sheril A. Sarra
Sheril A. Sarra