

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

UNITEDHEALTH GROUP INCORPORATED,
and CHANGE HEALTHCARE INC.,

Defendants.

Civil Action No. 1:22-cv-00481 (CJN)

FILED UNDER SEAL

[REDACTED VERSION]

**PLAINTIFFS' MOTION *IN LIMINE* TO STRIKE EXHIBITS, AND PROHIBIT
DEFENDANTS FROM INTRODUCING UNTIMELY PRODUCED DOCUMENTS, ANY
RELATED EVIDENCE, AND ANY SUMMARIES THEREOF**

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Pursuant to Rule 7 of the Rules of the United States District Court for the District of Columbia, and Rules 16(f)(1)(C) and 37 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.), Plaintiffs United States, State of New York, and State of Minnesota, respectfully move the Court to strike the portion of Defendants' exhibit list comprising newly produced exhibits, DX-170 to 197 and DX-199 to 239, and prohibit Defendants from introducing the untimely produced exhibits and any related evidence on the so-called customer commitment. The newly produced exhibits should have been produced in response to Plaintiffs' discovery requests and/or disclosed during discovery. Moreover, Defendants failure to produce documents related to Defendant UnitedHealth Group Inc.'s so-called customer commitment that appear on its exhibit list strikes of blatant gamesmanship.

Newly produced DX 214 consists of 2,225 documents relating to United's "commitments to customers" that Plaintiffs have repeatedly sought in discovery. Defendant United put these "customer commitments" at issue by asserting it as a defense in its answer, served on March 11, 2022. Within 12 days of receiving United's Answer referencing these commitments, Plaintiffs served their First Set of Request of Production of Documents on Defendants seeking documents regarding this subject. *See* Answer at ¶14; Request No. 17 of Plaintiffs' First Set of Request for Production of Documents to Defendant Change Healthcare (Request No. 17 to Change), attached as Exhibit 1; Request No. 35 of Plaintiffs' First Set of Request for Production of Documents to Defendant UnitedHealth Group, attached as Exhibit 2. Despite that request, and additional efforts during discovery to obtain relevant information, Defendants only provided a template of the letter that they claim to have sent to Change's customers during discovery. Plaintiffs sought to inquire on this subject at the depositions of their executive witnesses, but only received vague responses. Defendants did not produce any of the documents that comprise DX 214, including

the 1567 documents included in that exhibit that have electronic file dates that predate the close of discovery until June 30, nine days after the close of fact discovery. This improper attempt by Defendants to deny Plaintiffs the discovery that they were permitted under this Court's Case Management Order is highly prejudicial to Plaintiffs. Plaintiffs have not had the ability to explore this subject fully with Defendants' witnesses and third parties. Nor have Plaintiffs received the balance of the documents requested in their Request for Production on this subject.

Accordingly, Plaintiffs seek entry of an order striking Defendants' untimely-produced exhibits, including DX 214, and striking Defendants' summary exhibit (767) that is purportedly prepared from the documents comprising DX 214. In addition, due to Defendants' egregious conduct, Plaintiffs seek entry of an order precluding Defendants from offering any evidence at trial regarding their purported customer commitment defense.

I. BACKGROUND

Rule 26(a) obligates litigants to timely provide copies of "all documents . . . that the disclosing party . . . may use to support its claims or defenses." Fed. R. Civ. P. 26(a)(1)(A)(ii). Further, a party "who has made a disclosure under Rule 26(a)—or who has responded to an interrogatory [or] request for production, . . . must supplement . . . its disclosure or response . . . in a timely manner." Fed. R. Civ. P. 26(e).

Rule 37 "sets forth "specific guidelines for the imposition of sanctions when a party fails to disclose information . . . , answer interrogatories . . . , or comply with a court order." *Burns v. Georgetown Univ. Med. Ctr.*, 106 F. Supp. 3d 238, 240 (D.D.C. 2015). Rule 37(b)(2) provides for a range of sanctions including taking facts as established, striking answers or defenses, precluding the introduction of evidence, striking pleadings, dismissing claims, default judgment, or holding a party in contempt. Fed. R. Civ. P. 37(b)(2). Moreover, Fed. R. Civ. P. 37(c)

provides that “[i]f a party fails to provide information . . . as required by Rule 26(a) or (e), the party is not allowed to use that information . . . to supply evidence . . . at a trial, unless the failure was substantially justified or is harmless. In addition to or instead of this sanction, the court, . . . may impose other appropriate sanctions, including any of the orders listed in Rule 37(b)(2)(A)(i)-(vi).” Fed. R. Civ. P. 37(c). Rule 16(f)(1)(C) allows courts to “issue any just orders, including those authorized by Rule 37(b)(2)(A)(ii)-(vii) if a party or its attorney ... fails to obey a scheduling or other pretrial order.” Fed. R. Civ. P. 16(f)(1)(C). The Court may impose multiple Rule 37 sanctions at the same time. *Davis v. D.C. Child & Fam. Servs. Agency*, 304 F.R.D. 51, 60 (D.D.C. 2014) (citation omitted). Further, a court may address discovery abuses not encompassed by Rule 37 “under its inherent power.” *Id.* at 60.

II. THE COURT SHOULD STRIKE DEFENDANTS EXHIBITS COMPRISED OF LATE PRODUCED DOCUMENTS AND PROHIBIT DEFENDANTS FROM INTRODUCING EVIDENCE OF THEIR “CUSTOMER COMMITMENTS.”

A. The Late Produced Documents

Pursuant to the Court’s March 3, 2022, Scheduling and Case Management Order, fact discovery closed in this matter on June 21, 2022. *United States v. UnitedHealth Group Inc., et al.*, No. 22-cv-00481 (D.D.C. Mar. 3, 2022) (Scheduling and Case Management Order) at 3. Nevertheless, on June 30, 2022, Defendants served their initial trial exhibit list on the Plaintiffs, which included sixty-nine exhibits that had not previously been produced to the Plaintiffs. *See* Defendants’ Initial Trial Exhibit List at 170-197 and DX 199 to DX 239. Defendant, Change, separately produced that day to Plaintiffs the documents comprising these sixty-nine exhibits. Further examination of these exhibits, however, indicates that the number of documents Defendants failed to produce during fact discovery, yet intend to rely on during trial, is even more extensive than it would appear from the number of exhibits listed. The newly produced

exhibits comprise approximately 2,300 late produced documents, 2,225 of which are jointly labeled as DX 214. Strikingly, the number of newly produced documents dwarfs the number of exhibits on Defendant's exhibit list which contains 783 exhibits.

The newly produced exhibits should have been produced to the Plaintiffs long before the close of fact discovery to the extent they existed at that time.¹ All of the newly produced exhibits are responsive to Plaintiffs' RFPs, with most responsive to multiple requests. *See* Exhibits 1, 3, 4. Accordingly, the documents should have been produced no later than April 20, 2022. Scheduling and Case Management Order at 21. Moreover, Rule 26 obligates Defendants to timely provide copies of "all documents" that they "may use to support [their] claims or defenses." Fed. R. Civ. P. 26(a)(1)(A)(ii). Defendants' late production and inclusion of the documents on their exhibit list is prejudicial to Plaintiffs as Plaintiffs were denied the opportunity to explore and test the documents in depositions. However, as discussed below, Defendants' failures to produce two categories of documents are particularly notable, and reflect gamesmanship that simply should not be condoned.

1. DX 214 - Multi-Document Exhibit Pertaining to United's "Customer Commitments"

DX 214 consists of 2,225 letters related to UnitedHealth Group's offer to extend certain commitments to customers of Change that UnitedHealth contends constitute behavioral remedies which address the Plaintiffs' competitive concerns identified in the Complaint. Defendants filed their answer on March 11, 2022. In its answer, Defendant United alleges that Plaintiffs'

¹ Some of the late produced documents may postdate the close of discovery but the majority do not. For instance, at least 1567 documents included in DX 214 have electronic file dates that predate the close of discovery. Defendants' inclusion in its Exhibit list of documents created after the close of discovery is also prejudicial to the Plaintiffs, as they have not had an opportunity to take discovery with respect to these documents either, and should likewise be prohibited by the Court.

competitive concerns would be resolved in part by some customer commitments that it had not yet made to Change’s customers. Concerned about the fact that Defendants intended to rely on these customer commitments even though they had not yet made them to any customer,² plaintiffs addressed this issue with the Court at the initial hearing on March 4, and within a week of that initial hearing, Plaintiffs requested production of documents concerning these alleged customer commitments:

All documents relating to communications between the company, including its outside counsel, and any non-party or its counsel, including customers, health insurers, providers, competitors, other Clearinghouses (e.g., Availity), channel partners, or trading partners relating to . . . (e) any actual or proposed commitments or agreements, including those referenced in Paragraph 14 of United’s General Response in its Answer to the Complaint. For the avoidance of doubt, such communications include draft and executed agreements, declarations, affidavits, letters, emails, or other correspondence.

Request No. 17 to Change. Plaintiffs sought Defendants to “[i]dentify all documents relating to any firewalls or data-security policies that limit or prohibit any United employee from accessing or sharing CSI relating to any health insurer. . . .” in Interrogatory No. 5 of Plaintiffs’ First Set of Interrogatories.³ The commitments at issue purport to extend certain of these claimed protections to Change customers. Similarly, Plaintiffs noticed a 30(b)(6) deposition addressing [a]ny commitment to address any competitive concerns identified in the Complaint through Behavioral Remedies, including”, in part,

ii. The specific terms of all actual, considered, or proposed firewalls;

²

See Deposition of Andrew Witty, June 16, 2022, at 353:17-354:22, 357:8-358:2, Exhs. 26 and 27. (attached as Exhibit 6).

³ Request No. 32 of Plaintiffs’ First Set of Request for Production of Documents to Defendant Change Healthcare sought “[a]ll documents identified by the company in response to Plaintiffs’ First Set of Interrogatories issued to Change on March 23, 2022.” See Exhibit 1.

- iv. The specific terms of any commitment(s) to offer or sell products commercially; and
- v. Any other customer commitments.

See Plaintiffs' Notice of Deposition to UnitedHealth Group at 10, attached as Exhibit 5. The documents included in DX 214 related to commitments to customers of Change fall squarely within this request. In depositions, Plaintiffs sought to inquire regarding these so-called commitments. [REDACTED]

[REDACTED] Deposition of Neil de Crescenzo, June 13, 2022, at 48:3-59:11, attached as Exhibit 7. Defendant Change did not supplement its production as required, even knowing of the upcoming 30(b)(6) deposition addressing the commitment letters was to occur on June 21, 2022. See *Jones v. NVR Incorporation*, No. CV 20-453 (CKK), 2022 WL 951338, at *8 (D.D.C. Mar. 29, 2022) (Rule 26(e) obligates party to “supplement or correct its disclosure or response ... in a timely manner if the party learns that in some material respect the disclosure or response is incomplete or incorrect”).

2. Exhibit Related to Defendants' Legal Interpretation of Their Business Associate Agreements - DX-170

One of the newly produced exhibits, DX-170, contains Change's legal Analysis of the interplay between its Business Associate Agreements and confidentiality agreements. These types of agreements are both elements discussed in the so-called “firewall” policies addressed in Interrogatory No. 5 of the Plaintiffs' first set of interrogatories. During discovery, Change prevented Plaintiffs from gaining any understanding of this legal analysis. [REDACTED]

[REDACTED]

[REDACTED]

Deposition of Micah Trotti, June 8, 2022, at 169:15-170:24, attached as Exhibit 8. [REDACTED]

[REDACTED]

[REDACTED] *See id.* at 170:4-8, 18. [REDACTED]

[REDACTED] Thus, Defendants again attempt to engage in gamesmanship, using their assertion of privilege first as a shield, and then, when it suits them, as a sword.⁴ Defendants knowingly deprived Plaintiffs of the opportunity to engage in discovery regarding Change’s analysis.

III. DEFENDANTS’ LATE PRODUCTION SHOULD BE EXCLUDED UNDER RULE 37

Defendants have provided no explanation as to why they failed to produce the exhibits in question during fact discovery, much less an explanation establishing that this failure was either “substantially justified or harmless” as required by Fed. R. Civ. P. 37(c). *See Elion v. Jackson*, 544 F. Supp. 2d 1, 6 (D.D.C. 2008). As Rule 26(e) does not “bestow upon litigants unfettered freedom to rely on supplements produced after a court-imposed deadline[.]” *Jones v. NVR Incorporation*, No. CV 20-453 (CKK), 2022 WL 951338, at *9 (D.D.C. Mar. 29, 2022) (citation omitted), Defendants should not be permitted to introduce these exhibits at trial pursuant to Fed. R. Civ. P. 37(c). *See Norden v. Sampler*, 544 F. Supp. 2d 43, 49–50 (D.D.C. Apr. 16, 2008). In addition, the 37(b)(2) factors -- egregiousness of the conduct, the need for deterrence, the

⁴ Defendants were not required to include “documents or communications sent to or from outside counsel” in their privilege logs, and thus there was no assertion of privilege with respect to DX-170 that Plaintiffs could challenge during discovery. Scheduling and Case Management Order at 11.

prejudice to the aggrieved party, and the prejudice to the judicial system -- warrant the same conclusion. *Bonds v. D.C.*, 93 F.3d 801, 809 (D.C. Cir. 1996) (citation omitted).

A. Egregiousness of the Conduct

As described above, Defendants' failure to timely produce the newly produced exhibits is egregious. Not only did Defendants include on their exhibit list documents responsive to Plaintiffs' requests for production and interrogatories that they declined to provide to Plaintiffs during fact discovery, but those documents comprise the bulk of the Exhibit list. Moreover, Defendants failed to produce certain documents even where they knew of the existence of this information. Defendants knew they should produce documents related to commitments Defendants contend address any competitive concerns, E-mail from Leigh L. Oliver, counsel to UnitedHealth Group, to Travis Chapman (May 27, 2022, 4:05 EST), [REDACTED], [REDACTED], Deposition of Neil de Crescenzo, June 13, 2022, at 48:2-62:16, yet they did not produce these documents in advance of the 30(b)(6) deposition covering this topic. Similarly, Defendants [REDACTED], [REDACTED], [REDACTED], Deposition of Micha Trotti, June 8, 2022, at 170:4-8, 18, only to reveal this information after the close of discovery when it apparently concluded it served its defense. Plaintiffs have been denied discovery of this topic, including the resulting subject matter waiver resulting from their use of the document as an exhibit. *See* DX-170. "[F]airness require[s] that a litigant should not be able to claim . . . advice of counsel as a defense, and hence a sword in litigation, while at the same time asserting attorney-client privilege . . . as a shield to protect against the opposing party testing the legitimacy of that claim." *Intex Recreation Corp. v. Metalast, S.A.*, No. CIVA 01-1213 JDB,

2005 WL 5099032, at *4 (D.D.C. Mar. 2, 2005) (citation omitted). This is an impermissible use of “privilege ‘as a tool for manipulation of the truth-seeking process’.” *In re Kellogg Brown & Root, Inc.*, 796 F.3d 137, 145 (D.C. Cir. 2015) (citing *In re Sealed Case*, 676 F.2d 793, 807 (D.C.Cir 1982)).

B. Need for Deterrence

The requested sanctions are necessary to deter similar misconduct. Defendants withheld documents from Plaintiffs during discovery that they intend to use at trial. Sanctions will deter others from engaging in this gamesmanship. *See Klayman v. Jud. Watch, Inc.*, 6 F.4th 1301, 1314 (D.C. Cir. 2021), *cert. denied*, No. 21-1264, 2022 WL 1528530 (U.S. May 16, 2022) (“The process of preparing a pretrial statement should not be onerous, and Klayman’s sanction deters others from attempting to make it as onerous as he did.”).

C. Prejudice to the Plaintiffs

“A litigant’s failure to abide by discovery deadlines is prejudicial when it prevents the opposing party from timely reviewing relevant evidence.” *Shatsky v. Syrian Arab Republic*, 312 F.R.D. 219, 226 (D.D.C. 2015) (citation omitted). Here, Defendants’ “failure to timely provide relevant material hampered [Plaintiffs’] ability to test these documents through the discovery process. Indeed, by producing documents after the close of fact discovery, [Defendants] effectively precluded [Plaintiffs] from taking any additional depositions to further investigate the late-breaking disclosures.” *Shatsky*, 312 F.R.D. at 227 (D.D.C. 2015). Without further investigation, Plaintiffs will be hard-pressed to understand the significance of Defendants’ exhibits. For instance, Defendant’s untimely produced documents include a number of spreadsheets without explanatory text or, in some cases, titles making it difficult to understand what they are, much the less their likely use at trial, through deposition testimony. *See* DX 172,

177, 192, 199, 223, 234, 235, 236, and 237. Moreover, “the timing of the disclosure prevented” the Plaintiffs “from addressing the document[s] in [its pretrial] brief. Conduct of this ilk is neither just nor fair, and . . . appear[s] calculated . . . to undermine defendants' case.” *Id.* at 227. Accordingly, sanctions are appropriate because discovery is closed, and the Plaintiffs “has justifiably relied on a theory of the case now altered” by opposing counsel's late disclosures. *DCFS USA, LLC v. District of Columbia*, 803 F.Supp.2d 29, 37 (D.D.C.2011).

D. Prejudice to the judicial system

The final factor, prejudice to the judicial system, likewise weighs in favor of the requested sanctions. Here the Court’s Scheduling and Case Management Order requires “good-faith efforts to substantially complete responsive productions no later than 28 days after service of the request for production” and establishes the close of fact discovery on June 21, 2022. *Id.* at 3, 8. Defendants cannot “pick and choose when to comply with a court order depending on counsel's unilaterally determined excuses or justifications not to comply with the order.” *Shatsky*, 312 F.R.D. at 227 (D.D.C. 2015) (citation omitted). “Where, as here, a party's conduct has interfered with the Court's ability to preside over an orderly and efficient discovery process, the equities certainly warrant sanctions.” *Id.*; *see also Perez v. Berhanu*, 583 F.Supp.2d 87, 91 (D.D.C.2008) (imposing a sanction of default judgments to remedy "disrespect" for the judicial system demonstrated, in part, by disregard of the discovery deadline).

E. The Propriety of the Sanction

Finally, Rule 37 document preclusion is proportional to the harm of Defendant’s late production. “It is incumbent, of course, on all federal district courts to ensure that the chosen sanction is appropriately tailored to reflect both the harm at issue and the interests at stake.” *Shatsky*, 312 F.R.D. at 228–29 (quoting *Bonds*, 93 F.3d at 809; *Outley v. City of New York*, 837

F.2d 587 (2d Cir.1988)). As this court has found, the sanction of precluding the use of documents is appropriately tailored to address untimely production. *Shatsky*, 312 F.R.D. at 229 This is so because “document preclusion has the benefit of remediating the prejudice to [Plaintiffs] without precluding a trial on the merits.” *Id.*

IV. THE COURT SHOULD PROHIBIT DEFENDANTS FROM INTRODUCING SUMMARIES OF THE UNTIMELY DOCUMENTS

Plaintiffs request the Court enter an order precluding Defendants from introducing into evidence DX 767 -- Defendants’ exhibits summarizing those documents -- pursuant to Fed. R. Evid. 1006. Rule 1006 permits a litigant to “use a summary, . . . to prove the content of voluminous writings, . . . that cannot be conveniently examined in court.” *Id.* Although a litigant need not introduce all of the documents on which it bases a summary chart, *United States v. Hemphill*, 514 F.3d 1350, 1358 (D.C. Cir. 2008), “[f]or a summary of documents to be admissible,” among other things, “the documents themselves must be admissible.” *United States v. Fahnbulleh*, 752 F.3d 470, 479 (D.C. Cir. 2014). Accordingly, if Defendants are precluded from admitting the untimely produced documents, the summary no longer fits within the strictures of Rule 1006. Moreover, permitting Defendants to summarize the untimely produced documents would let Defendants make an end-run around the sanction and perpetuate the unfairness that the requested sanction is intended to alleviate.

V. CONCLUSION

For all of the foregoing reasons, the Plaintiffs respectfully requests that the Court exclude the portion of Defendants’ exhibit list comprising newly produced documents, DX- 170 to 197, DX-199 to 239, and DX-767, and prohibit Defendants from introducing the untimely produced exhibits, summaries thereof, or any evidence at trial regarding their purported customer commitments.

Dated: July 13, 2022

/s/ Travis R. Chapman

Eric D. Welsh (D.C. Bar No. 998618)
Travis R. Chapman
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 4100
Washington, DC 20530
Telephone: (202) 598-8681
Fax: (202) 307-5802
Email: eric.welsh@usdoj.gov

Attorneys for United States of America

/s/ Elizabeth Odette

Elizabeth Odette
James W. Canaday
Jason Pleggenkuhle
Katherine Moerke
Office of the Minnesota Attorney General
Consumer, Wage and Antitrust Division
445 Minnesota Street, Suite 1400
St. Paul, Minnesota 55101-2131
Telephone: (651) 728-7208
Email: elizabeth.odette@ag.state.mn.us
Attorneys for State of Minnesota

/s/ Olga Kogan

Christopher D'Angelo (D.C. Bar No. 502220)
Olga Kogan
Elinor R. Hoffmann
Amy E. McFarlane
Benjamin J. Cole
New York State Office of the Attorney General
28 Liberty Street
New York, NY 10005
Telephone: (212) 416-8262
Email: olga.kogan@ag.ny.gov
Attorneys for State of New York

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

UNITED STATES OF AMERICA, *et al.* ,

Plaintiffs,

v.

UNITEDHEALTH GROUP INCORPORATED,
and CHANGE HEALTHCARE INC.,

Defendants.

Civil Action No. 1:22-cv-00481 (CJN)

MOTION IN LIMINE

INDEX OF EXHIBITS

Exhibit	Description
1	Plaintiffs' First Set of Request for Production of Documents to Defendant Change Healthcare (Mar. 23, 2022)
2	Plaintiffs' First Set of Request for Production of Documents to Defendant UnitedHealth Group (Mar. 23, 2022)
3	Chart of RFP linked to each exhibit
4	Plaintiffs' Second Set of Request for Production of Documents to Defendant Change Healthcare (Mar. 28, 2022)
5	Notice of Deposition to UnitedHealth Group at 10 (May 11, 2022)
6	Excerpts from Deposition of Andrew Witty (June 16, 2022)
7	Excerpts from Exhibit Deposition of Neil de Crescenzo (June 13, 2022)
8	Excerpt from Deposition of Micah Trotti (June 8, 2022)

Exhibit 1

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

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

UNITEDHEALTH GROUP INCORPORATED
and
CHANGE HEALTHCARE INC.,

Defendants.

Civil Action No. 1:22-cv-00481 (CJN)

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT CHANGE HEALTHCARE INC.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Local Rule 26.2(d) of the U.S District Court for the District of Columbia, the Joint Proposed Scheduling and Case Management Order (ECF No. 41), and the Stipulated Protective Order and Order Governing Production of Investigation Materials (ECF No. 28), Plaintiffs United States of America, State of New York, and State of Minnesota hereby serve their First Requests for Production of Documents on Defendant Change Healthcare Inc., and request that Defendant produce the documents and data requested herein in accordance with Local Rule 26.2(d) of the U.S. District Court for the District of Columbia, by no later than 28 days after service of this request. Documents shall be produced at the offices of the U.S. Department of Justice, Antitrust Division, Healthcare & Consumer Products Section, 450 Fifth Street, NW, Suite 4100, Washington, DC 20530.

DEFINITIONS

The terms defined below and used in each of the topics should be construed broadly to the fullest extent of their meaning in a good-faith effort to comply with the Federal Rules of Civil Procedure.

1. The terms “you,” “the company,” or “Change” means Change Healthcare Inc., its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures, and all of their directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between Change and any other person.

2. The term “United” means UnitedHealth Group Incorporated, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all of their present and former directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between the company and any other person.

3. The terms “and” and “or” have both conjunctive and disjunctive meanings.

4. The term “any” means each and every.

5. The term “ASO” means an administrative services-only contract, an administrative-services contract, or a contract between a TPA and a self-funded person where the TPA performs administrative services but does not underwrite or assume insurance risk, which remains with the self-funded person. Administrative services usually include claims processing, but may include other services such as actuarial analysis or utilization review.

6. The term “Claims Data” refers to any data relating to, or derived in whole or in

part from, healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a). Information shall be considered Claims Data even if it has been modified, cleaned, enhanced, aggregated, de-identified, or otherwise manipulated.

7. The term “Claims Editing” means a product or service used by a health insurer that involves application of edits or rules, whether custom or not, to healthcare claims during the pre-payment claims adjudication process using a rules engine and library of content containing rules or edits, including Change’s ClaimCheck or ClaimsXten (or any version of ClaimsXten such as ClaimsXten Select or ClaimsXten Cloud) and United’s Claims Edit System (CES) or any versions thereof.

8. The term “Claims Edits” means Claims Editing content, rules, or edits.

9. The term “Clearinghouse” or “Electronic Data Interchange (EDI) Clearinghouse” means “health care clearinghouse,” as defined in 45 C.F.R. § 160.103.

10. The term “Clearinghouse customers” refers to any person who relies directly or indirectly on a Clearinghouse to transmit, deliver, or receive any Clearinghouse transactions or Claims Data.

11. The term “Clearinghouse transactions” refers to healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a).

12. The term “commercial health insurance product” means each medical plan, health insurance product, and healthcare-financing product sold to employers, and other groups, and includes HMO, POS, PPO, EPO, ASO, stop loss, indemnity, high-deductible, self-insured, level-funded, and fully insured products or plans, but excludes Medicare Advantage, Medicaid, dental, vision, behavioral health, and workers’ compensation plans.

13. The term “communications” means, without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, audio recordings, meetings, interviews, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase “communications between” is defined to include instances where one party addresses the other party but the other party does not necessarily receive the transmission or respond.

14. The term “CSI” means competitively sensitive information or commercially sensitive information, including Claims Data, contract information, and payer-specific Claims Edits.

15. The term “Consultant” means any consultant, advisor, banker, broker, or other person retained or engaged by or on behalf of United or Change to (a) perform any analysis, (b) provide any advice, or (c) store or maintain any documents or data relating to the Transaction or any considered, proposed, or actual Divestiture, including McKinsey & Company. The term “Consultant” does not include testifying or consulting experts retained by counsel on behalf of Change and/or United for the purposes of this litigation (e.g., NERA, Compass Lexecon).

16. The term “covered lives” means the number of members that are eligible for benefits coverage on January 1 of each applicable year.

17. The term “Custodians” means the Custodians identified in Appendix A.

18. The term “Data Dictionary” means information about responsive databases or data sets that is sufficient to allow their reasonable use by Plaintiffs, including, for each table of information: (i) the size (number of records and overall volume); (ii) a general description; (iii) a list of field names; (iv) a definition for each field as it is used in the ordinary course of business, including the meanings of all codes that can appear as field values; (v) the format, including variable type and length, of each field; (vi) the primary key in a given table that

defines a unique observation; (vii) clear and readable schemas that show how to combine or merge corresponding tables; and (viii) any user guides that explain common use of fields and/or how to generate different reports.

19. The term “Direct connection” refers to the exchange of Clearinghouse transactions with any entity other than another Clearinghouse, including payers, providers, or third party vendors that resell Clearinghouse services on behalf of their payer or provider customers.

20. The term “discussing” when used to refer to documents means analyzing, constituting, summarizing, reporting on, considering, recommending, setting forth, or describing a subject. Documents that are or contain reports, studies, memoranda, forecasts, analyses, plans, proposals, evaluations, recommendations, directives, procedures, policies, or guidelines regarding a subject should be treated as documents that discuss the subject. However, documents that merely mention or refer to a subject without further elaboration should not be treated as documents that discuss that subject.

21. The term “Divested Assets” means any asset or set of assets (including software, databases or other content, intellectual property, contracts (including employment agreements), or licenses) offered for sale by United or Change to another party, the sale of which is either (a) contingent on the consummation of the Transaction or (b) contemplated to remove, in the view of the Court or any competition authorities reviewing the Transaction, any competitive harm potentially or allegedly arising out of the Transaction.

22. The term “Divestiture” means any potential, considered, or planned divestiture of any Divested Assets, including all versions or iterations of any Divested Assets considered, proposed, or offered by United or Change.

23. The term “document” is defined to be synonymous in meaning and equal in

scope to the usage of the phrase “documents or electronically stored information” in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure. A draft or non-identical copy is a separate document within the meaning of this term.

24. The term “EPO” means an exclusive provider organization. The term includes any previously existing, existing, or proposed EPO, and all present and former directors, officers, employees, agents, or other person acting for or on behalf of any EPO.

25. The term “health insurer” or “payer” means any person other than a natural person that is financially responsible for all or part of any expense for healthcare services provided to any person or group of persons that contracts with providers to set the reimbursement levels that providers will be paid for providing such services, or that provides administrative services relating to medical claims, such as claims processing, actuarial analysis, or utilization review. The term includes commercial insurance companies, HMOs, PPOs, union trust funds, multiple employer trusts, and TPAs.

26. The term “Healthcare segment” refers to medical, dental, or pharmacy care. For medical care, “Healthcare segment” also refers to the population of consumers that are using the healthcare services, including all lines of commercial health insurance (e.g., National Account, Large Group, Small Group, Individual Commercial), Medicare fee-for-service, Medicare Advantage, Medicaid fee-for-service, Medicaid managed care, U.S. Department of Veterans Affairs, and Tricare.

27. The term “HMO” means a health maintenance organization. The term encompasses any staff, group, or independent practice association HMO, and includes any previously existing, existing, or proposed HMO.

28. The term “including” means “including, but not limited to.”

29. The term “Individual Commercial” means any and all health insurance products

or plans offered for sale, on or off the exchange, to individuals or families and that are subject to the Affordable Care Act and related regulations (including grandmothers and grandfathered plans). The term should be interpreted to exclude any Medicaid or CHIP product, Medicare Advantage, or any other Medicare-related products.

30. The term “Large Group” means any employer with more than 50 employees.

31. The term “Lawsuit” means the lawsuit filed by Plaintiffs against UnitedHealth Group Incorporated and Change Healthcare Inc. and pending in the United States District Court for the District of Columbia, Case No. 1:22-cv-00481.

32. The term “member” means an individual who is enrolled in and eligible to receive coverage, whether as a policyholder or a dependent, under United’s or any other health insurers’ commercial health insurance products.

33. The term “Misuse” means any use, transfer, access, or disclosure of any information, whether intentional or not, in contravention of any applicable law, regulation, contractual obligation, policy, or firewall.

34. The term “National Account” means any entity that satisfies the definition of National Account on page 12 of the document produced to the Antitrust Division at Bates No. UHG-2R-0018022515, and any entity that the company treats as a national account customer in the ordinary course of business.

35. The term “NPI” refers to National Provider Identifier, as established by the Centers for Medicare and Medicaid Services.

36. The term “non-party” or “third party” means any person other than United, Change, the United States, or the Plaintiff States.

37. The term “Optum” means OptumInsight, or any other Optum business, unit, division, affiliate, subsidiary, or entity owned or controlled by United whose business is

relating to health data analytics (including artificial intelligence or machine learning), the EDI Clearinghouse, or Claims Editing.

38. The term “payment integrity” or “payment accuracy” means products and services offered to health insurers that assist with the receipt, review, or processing of claims or the recovery of funds disbursed for claims, including, and submit information separately for, each: (a) Claims Editing, (b) coordination of benefits products and services, (c) pre-payment review products and services, (d) post-payment auditing-and-recovery products and services, and (e) provider education products and services.

39. The term “person” includes the company and means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

40. The term “plans” includes tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.

41. The term “POS” means a point-of-service health insurance or healthcare benefits product. The term includes any previously existing, existing, or proposed POS, and all present and former directors, officers, employees, agents, or other persons acting for or on behalf of any POS.

42. The term “PPO” means a preferred provider organization or preferred provider arrangement. The term includes any previously existing, existing, or proposed PPO, and all present and former directors, officers, employees, agents, or other persons acting for or on behalf of any PPO.

43. The term “provider” means a “health care provider,” as defined by 45 C.F.R. § 160.103.

44. The terms “relating to” and “relate to” and “relating thereto” mean in whole or

in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.

45. The term “relevant area” means: for commercial health insurance products offered or sold to National Account customers, any and all of the United States; and for commercial health insurance products offered or sold to Large Group customers, any and all of the relevant CBSAs.

46. The term “Second Request” means the Request for Additional Information and Documentary Material Issued to Change Healthcare Inc. on March 24, 2021.

47. The term “Secondary-Use Rights” means when a person permits the use of data (including Claims Data or other CSI) for any purpose beyond the provision to that person of the product or service for which the data was collected, accessed, or otherwise received.

48. The term “senior management” means any board member, company officer, director, employee at or above the level of vice president, and employee with management responsibility for any business unit or product.

49. The term “Small Group” means any employer with 50 or fewer employees.

50. The singular includes the plural and vice versa.

51. The term “TPA” means an entity or department thereof that administers group healthcare or health insurance benefits and claims for a self-insured person or health plan.

52. The term “TIN” refers to Tax Identification Number(s), as established by the Internal Revenue Service.

53. The term “Transaction” means the proposed transaction between United and Change as described in the company’s premerger notification, HSR-2021-0949.

54. The term “transaction type” refers to the different types of EDI Clearinghouse transactions that are transmitted through a Clearinghouse and include, but are not limited to,

837I claims, 837P claims, 837D claims, 835 electronic remittance advice (ERA), 270 eligibility inquiry, 271 eligibility response, and 278 prior authorization and referral.

INSTRUCTIONS

1. Documents and data already produced by the company in response to the Second Request or in response to civil investigative demands issued to the company before the filing of this Lawsuit need not be produced in response to these document requests.

2. In addition to the specific instructions set forth below, these document requests incorporate the instructions set forth in Rules 26 and 34 of the Federal Rules of Civil Procedure and the Local Rules of the U.S. District Court for the District of Columbia. Subject to a valid claim of privilege, the entire document must be produced if any part of that document is responsive.

3. Unless otherwise specified, these requests are for all documents in your possession, custody, or control that were created, modified, sent, or received at any time from March 24, 2019 to the present and all data in your possession, custody, or control that were created, modified, sent, or received at any time from January 1, 2018 to the present. Documents in your possession, custody, or control include documents in the possession, custody, or control of any Consultant irrespective of time period.

4. Produce a legible copy of each document requested together with all non-identical copies and drafts of that document. Subject to any protocol concerning electronically stored information agreed to by the parties or ordered by the Court, all metadata of electronic documents must also be produced. You must retain all of the original documents for inspection or copying throughout the pendency of this case, any appeal(s), and any related proceedings.

5. Any responsive document that has been altered, including by the addition of any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed

stamps, drafts, revisions, or modifications, and other versions of a document is a responsive document in its own right and must be produced.

6. If any portion of any document is responsive to any request, then the entire document must be produced, including all attachments and enclosures.

7. Pursuant to Rule 34(b)(2)(E)(i) of the Federal Rules of Civil Procedure, documents must be produced either (a) as they are kept in the usual course of business (in which case they must be produced in such fashion as to identify the department, branch, or office in whose possession it was located and, where applicable, the natural person in whose possession it was found or the server or central file in which it was found, and the address of each document's Custodian(s)), or (b) organized and labeled to correspond to a specific request. All documents produced under subsection (a) shall include the file folder, envelope, or other container in which the documents are kept or maintained. If, for any reason, the container cannot be produced, produce copies of all labels or other identifying marks. Documents produced from the possession, custody or control of a Consultant must comply with subsections (a) or (b) of this Instruction, and, in the case of subsection (a), must be produced as kept by the Consultant in the usual course of business. Bates number formats should be designed so as to permit the identification of documents produced by the company from the possession, custody, or control of a Consultant, and should further permit the identification of the particular Consultant from whose possession, custody, or control each document was produced.

8. Subject to any protocols concerning electronically stored information ordered by the Court or agreed to by the parties, produce hard copy documents and electronically stored information in the form of production agreed to with the Antitrust Division in relation to the investigation related to this proceeding. Do not alter the format from that used during the investigation without first discussing it with the Antitrust Division.

9. If identical copies of a document are in the possession, custody, or control of more than one natural person or other document Custodian, a copy of that document must be produced from each such natural person or other document Custodian.

10. If any document is withheld based on an objection to any request, all other documents responsive to that request not subject to the objection must be produced.

11. The specificity of any single request shall not limit the generality of any other request.

12. Where a claim of privilege or other protection from discovery is asserted in objecting to any request or sub-part thereof, and any document is withheld (in whole or in part) on the basis of such assertion, with the exception of those communications that are exempt under the Scheduling and Case Management Order, you shall provide a log (“Privilege Log”) in Microsoft Excel format that identifies where available:

- a. the nature of the privilege or protection from discovery that is being claimed with respect to each document;
- b. the type of each document;
- c. the date of each document;
- d. the author of each document;
- e. the addresses and recipients of each document (including those copy recipients and blind copy recipients);
- f. a description of each document containing sufficient information to identify the general subject matter of the document and to enable Plaintiff to assess the applicability of the privilege or protection claimed and the name of the attorney(s) whose work gives rise to the privilege claim; and
- g. the identity of and any production Bates number assigned to any attachment(s),

enclosure(s), cover letter(s), or cover email(s) of each document, including the information outlined in subsections (a) through (f) above for each such attachment, enclosure, cover letter, or cover email.

Attachments, enclosures, cover letters, and cover emails shall be entered separately on the Privilege Log. The Privilege Log shall include the full name, title, and employer of each author, addressee, and recipient, denoting each attorney with the letters “ESQ,” except that identification of the name and the company affiliation for each non-Defendant person shall be sufficient identification. Submit all non-privileged portions of any responsive document (including non-privileged or redactable attachments, enclosures, cover letters, and cover emails) for which a claim of privilege is asserted, noting where redactions to the document have been made. When responsive, privileged documents, attached to responsive, non-privileged documents, are withheld from production, insert a placeholder to indicate a document has been withheld from that family.

13. If the company produces data in response to any specification, submit the data in an electronically sortable and searchable format (e.g., Excel or delimited text files) and submit all Data Dictionaries applicable to the data produced.

14. Where a request for production seeks data relating to a provider, produce all available data relating to a provider’s identity, including NPIs, TINs, physical address or at least county and state, Clearinghouse submitter IDs, and all parent-level, subsidiary, affiliate information, and descriptive categorizations or classifications created in the ordinary course.

15. Where a request for production seeks data relating to a health insurer, produce all available data relating to a health insurer’s identity, including TINs, health insurer IDs, contracting entity, and all parent-level, subsidiary, affiliate information, and descriptive categorizations or classifications created in the ordinary course.

16. These requests are continuing in nature, and your duty to supplement your production in response to these requests pursuant to Federal Rule of Civil Procedure 26(e) is ongoing. Plaintiffs specifically reserve the right to seek supplementary responses and the additional supplementary production of documents before trial.

17. The fact that a document is in the possession of the United States, or is produced by another person, does not relieve you of the obligation to produce all of your copies of the same document, even if your copies are identical in all respects to a document produced or held by another person. Any documents you already produced to the United States during its investigation of the Transaction need not be reproduced unless required to comply with any protocols concerning electronically stored information agreed to by the parties or ordered by the Court.

18. To the extent you contend that responsive documents in your possession, custody, or control cannot be produced pursuant to the notice and consent requirements contained in a protective order or agreement, the written response to this request must identify the specific provisions of the protective order or agreement on which you are relying and the efforts that you have undertaken and will undertake to provide notice and obtain consents.

19. If you are unable to produce a document that is responsive to a request not due to a claim of privilege or other legal protection, describe the document, state why it cannot be produced, and, if applicable, state the whereabouts of such document when last in your possession.

20. In producing videos or podcasts, for any video or podcast publicly available on your website, or published by you or your representatives on any other website (including but not limited to YouTube), you may in the alternative submit written permission for the United

States to download, preserve, and use any such video or podcast through the pendency of this Lawsuit. Should you choose this alternative, in the event the United States is unable to download and preserve any such video or podcast, you agree to produce a copy of it upon written request.

REQUESTS FOR DOCUMENTS

1. Documents sufficient to show the organization and personnel roles, titles, or assignments (e.g., organization charts) of Change from January 5, 2021 to the present, including all personnel that have responsibilities relating to Change's EDI Clearinghouse, or products or services that relate to it, or your Claims Editing business or the Divested Assets, including responsibilities related to sales, marketing, account management, business development, customer consulting, operations, product strategy, product development, product engineering, technical support, information security, enterprise technology, health data analytics (including artificial intelligence or machine learning).

2. Documents sufficient to show (a) the planned post-Transaction operational structure of United, and how the pre-Transaction operational structures of United and Change are intended to be combined to result in that post-Transaction structure, including one copy of each organizational chart or other documents showing or discussing functionally equivalent positions, departments, and other organizational units at United and Change, and employee and senior management actual or planned assignments or roles in the post-Transaction operational structure of United and Change, and (b) all persons working on the United/Change integration relating to the Transaction.

3. All documents responsive to Specifications 10, 11, 12, 13, 14, 15, 17(b), 18, 19, 20, 23, 24, and 25 of the Second Request for the Custodians in Appendix A.

4. A complete set of all documents (e.g., Board of Director minutes, presentations,

communications, reports, memoranda, recommendations, actions, or pre-read materials) relating to Change's Board of Director Meetings, including all committees and subcommittees, relating to United or the Transaction, Claims Data, Claims Edits, CSI, Secondary-Use Rights relating to any CSI or Claims Data, or to any customer, provider, health insurer, or commercial health insurance products.

5. Any Data Dictionary for ECDW.
6. A refresh (with the same fields and at the same level of granularity) of your response to Specification 2 of the Second Request sufficient to show the count and adjudicated value of Change's Clearinghouse transactions, by transaction type, provider, payer, submitter, and month.
7. Data sufficient to show which providers, payers, and submitters have or had a Direct connection with Change, including the transaction type for which they have the Direct connection and the time periods of such Direct connections.
8. Data sufficient to show the Healthcare segment of each payer ID for your Clearinghouse(s).
9. Data sufficient to show the count and adjudicated value of all duplicate Clearinghouse transactions within or among Change's Clearinghouses by Clearinghouse(s) or internal unit(s) within or among which the duplicate transactions occur, transaction type, month, Healthcare segment, provider, payer, and submitter.
10. All data relating to Change's contractual rights to use Claims Data, including the name and all identifying information for the customer granting data rights (e.g., submitter ID, payer ID, TIN, NPI, parent-level entity, and affiliates), the time period for which Change has or had data rights, and the scope and categorizations of any data rights.
11. Notwithstanding the time limitation provided in Instruction 3, data sufficient to

show the count and adjudicated value of all Claims Data (regardless of date) for which Change has any Secondary-Use Rights (e.g., ECDW), by transaction type, paired transactions (e.g., claims and corresponding remittances), provider, payer, submitter, date, and the date on which the Secondary-Use Rights expire.

12. Data sufficient to show Change’s revenue from Claims Editing by customer, pass position (e.g., first pass, second pass), Healthcare segment, and date.

13. Data sufficient to show Change’s revenue from EDI Clearinghouse by customer, including name and all identifying information (e.g., submitter ID, payer ID, TIN, NPI, parent-level entity, and affiliates), by transaction type, Healthcare segment, date, and geographic region (by CBSA or county), all rebates paid to each customer and all value-added or ancillary products purchased that were bundled with any Clearinghouse services along with the revenues earned from each product.

14. A refresh (with the same fields and at the same level of granularity) of your profit-and-loss response to Specification 2 of the Second Request contained in Exhibit 2.1.1 produced on August 16, 2021 and the additional files produced on September 16, 2021.

15. All data relating to any claimed efficiencies of the Transaction.

16. For each ClaimsXten (including ClaimsXten Select) customer listed in Appendix 2 of Change’s December 27, 2021 letter to the Division, beginning with 2013, data sufficient to show—such as the data underlying CHNG-005357100 (at -116), CHNG-005139007 (at -084 (citing “Change Healthcare Savings Reports”)), CHNG-003047972, and CHNG-000784229 (citing “official savings data on file from 2013 on”)—the number of covered lives under the software subscription license, the annual ClaimsXten dashboard savings for each rule used by the customer for each year, and the source of the rule (e.g., particular Knowledge Pack, payer custom edit, regulatory mandate).

17. All documents relating to communications between the company, including its outside counsel, and any non-party or its counsel, including customers, health insurers, providers, competitors, other Clearinghouses (e.g., Availity), channel partners, or trading partners relating to (a) the Transaction, (b) the Lawsuit, (c) the investigation preceding the Lawsuit, (d) any proposed Divestiture, or (e) any actual or proposed commitments or agreements, including those referenced in Paragraph 14 of United's General Response in its Answer to the Complaint. For the avoidance of doubt, such communications include draft and executed agreements, declarations, affidavits, letters, emails, or other correspondence.

18. All documents relating to any relationship between (a) Clearinghouse services, Claims Editing, or any other payment integrity products or services, and (b) competition for the sale of commercial health insurance products, or health insurance generally, including (i) a customer's decision to purchase commercial health insurance products; (ii) the decisions of brokers, consultants, or distributors to sell or market such commercial health insurance products to customers; or (iii) market share, revenue or profitability of such commercial health insurance products.

19. All documents relating to any actual or planned product or service that performs or may or will perform real-time settlement of healthcare claims (including Project Concerto, Real-Time Settlement, or straight through processing), including all steps taken to plan, build, or develop such a product or service independent of the Transaction and the status of such plans, and all actual or planned products or services relating to such a product or service if the Transaction does not occur.

20. All documents relating to any actual, planned, or considered efforts by the company to innovate the EDI Clearinghouse or any product or service offered together or in connection with or adjacent to the EDI Clearinghouse, including efforts to move clinical edits

into the EDI stream or to minimize or eliminate the need for manual review of claims and increase auto-adjudication of claims, the products or services involved in such efforts, and the current status of such efforts.

21. All documents relating to any current, considered, or planned improvements or innovations to any product or service offered by, or any potential new product or service to be offered by, United, Change, or any other person incorporating or using any component of United's or Change's Claims Editing products or services.

22. Documents sufficient to show all current or potential Change products or services that perform or will perform any Claims Edits, including all current or potential Change products or services that rely or may rely on the same source code, rules engine, content, or library of health insurer rules or edits as Change's Claims Editing products or services, or Claims Edits.

23. All documents relating to any considered, proposed, or actual Divestiture, including Project Copper or Project Magnum, including:

- a. All documents relating to any actual or potential offer, proposal, or agreement in an attempt to address any competitive concerns identified in the Complaint, including communications relating to such an offer, proposal, or agreement;
- b. All draft and final contracts, schedules and term sheets related to any considered, proposed, or actual Divestiture;
- c. All documents relating to the identification, consideration, or evaluation (including the existing competitive condition in the market) of any potential buyer for any considered, proposed, or actual Divestiture;
- d. All documents relating to communications with third parties, including prospective purchasers, regarding any considered, proposed, or actual

Divestiture;

- e. All documents relating to any budget and/or financial projection for the Divested Assets;
- f. All documents and data disclosed or made available to any third party, including prospective purchasers (including any data contained in a “data room”) related to the Divestiture;
- g. All documents relating to your (which includes brokers or bankers who are your representatives) evaluations of potential buyers of assets or businesses for any considered, proposed, or actual Divestiture; and
- h. Documents sufficient to show all personnel involved in supporting, maintaining, developing, marketing, making strategic decisions for, or otherwise having any job duties, whether part-time or full-time, related to the products or services identified in the “Clinical Claims Management Franchise” described in Change’s January 2022 Project Magnum Confidential Information Memorandum (Exhibit 5 to 30(b)(6) deposition of Chris Prevost on January 28, 2022). For the avoidance of doubt, this includes all personnel with such responsibilities, regardless of whether or not they are part of the Divestiture.

24. All documents and data relating to the actual or potential impact of any considered, proposed, or actual Divestiture on any efficiency, cost savings, synergy, profit increase, or any other benefit claimed by United or Change as a result of the Transaction, including any claimed consumer or customer savings benefits.

25. All documents relating to any health insurer’s or provider’s ability, efforts, or attempted efforts, whether successful or not, to avoid connecting directly or indirectly to all Clearinghouses, including Change’s Clearinghouse, or to avoid Claims Data from passing

through a particular Clearinghouse, including Change’s Clearinghouse, regardless of whether that health insurer or provider has a contract with a particular Clearinghouse, including Change’s Clearinghouse, at any time between January 1, 2018 to the present.

26. All documents relating to the statement in Defendants’ September 17, 2021 white paper that Cotiviti, Zelis, HealthEdge/Burgess, and EXL are “attractive, strong alternatives” to United and Change in Claims Editing software and services for health insurers.

27. All documents relating to the statement in Defendants’ January 3, 2022 letter that “the divestiture package includes all technology and Change employees that support the ClaimsXten and ClaimCheck solutions.”

28. All documents relating to the statements in Change’s letter of February 10, 2022 that:

- a. “Change has no ability to lower quality, and in fact such action would be illegal and risk serious repercussions”;
- b. “Change has not even threatened to drop a payer or vendor to paper to obtain negotiating leverage”;
- c. “Provider switching of EDI is not overly burdensome; provider customers can and do change their EDI vendors”;
- d. Change’s “Claims Editing business known as ‘ClaimsXten’” is a “stand-alone business within Change that operates independently from any other businesses within Change”;
- e. “ClaimsXten is a distinct business, with no technical, coding, editing, or other dependencies on the retained businesses of Change”; and
- f. “Change has no plans to integrate ClaimsXten’s clinical claims editing into EDI, and indeed has no current development efforts, or plans to launch

development efforts, to implement clinical claims editing anywhere other than through ClaimsXten as a payment accuracy product.”

29. All documents relating to any “pre-submission shift-left” products or services, including those identified in United’s letter of February 22, 2022, purportedly offered by 3M, Ability, Athena EDI, Availity, Cedar/OODA, CureMD.com, Epic, Experian Health, InstaMed, nThrive, Nuance, Olive Inc., Quadrax, SSI, TriZetto, and Waystar.

30. All documents relating to the statement in Change’s February 23, 2022 letter that “the concept of using an API to provide an EDI medical network or related product with access to ClaimsXten content remains a hypothetically viable one.”

31. Documents sufficient to show, for each of the payers listed in Exhibits 1 through 4 to Defendants’ September 17, 2021 white paper, and for each of the types of information listed in Section II.A of that white paper (claims data, contract information, payer-specific adjudication rules, and medical records), the “proportion of the *exact same* potentially sensitive data Change receives from customers is already being received by OptumInsight[,]” including whether Change or Optum has Secondary-Use Rights to such data.

32. All documents identified by the company in response to Plaintiffs’ First Set of Interrogatories issued to Change on March 23, 2022.

Dated: March 23, 2022

Respectfully submitted,

/s/ Eric D. Welsh

Eric D. Welsh (D.C. Bar No. 998618)

Bindi R. Bhagat

Janet J. Brody

Jill C. Maguire

U.S. Department of Justice

Antitrust Division

450 Fifth Street, NW, Suite 4100

Washington, DC 20530

Telephone: (202) 616-1947

Fax: (202) 307-5802

Email: janet.brody@usdoj.gov

Attorneys for United States of America

/s/ Elizabeth Odette

Elizabeth Odette

James W. Canaday

Jason Pleggenkuhle

Katherine Moerke

Office of the Minnesota Attorney General

Consumer, Wage and Antitrust Division

445 Minnesota Street, Suite 1400

St. Paul, Minnesota 55101-2131

Telephone: (651) 757-1028

Email: elizabeth.odette@ag.state.mn.us

Attorneys for State of Minnesota

/s/ Olga Kogan

Christopher D'Angelo (D.C. Bar No. 502220)

Olga Kogan

Benjamin J. Cole

Elinor R. Hoffmann

Amy E. McFarlane

New York State Office of the Attorney General

28 Liberty Street

New York, NY 10005

Telephone: (212) 416-8262

Email: olga.kogan@ag.ny.gov

Attorneys for State of New York

CERTIFICATE OF SERVICE

I certify that on March 23, 2022, I served the foregoing and the attached Appendix on Defendant's counsel of record by email as listed in the Joint Proposed Scheduling and Case Management Order filed on March 23, 2022.

Dated: March 23, 2022

/s/ Janet J. Brody _____
Janet J. Brody
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 4100
Washington, DC 20530
Telephone: (202) 616-1947
Fax: (202) 307-5802
Email: janet.brody@usdoj.gov

Attorney for United States of America

Appendix A to Plaintiffs' First Requests for Production to Change Healthcare Inc.:
Custodians for Refresh RFPs

Bob Allen

August Calhoun

Ronald Coots*

Neil de Crescenzo

Gary Eeds

Fredrik Eliasson

Shivshankar Gopalkrishnan

Cecil Hudson

Kris Joshi

Cindy Klain

Amy Larsson*

Serrah Linares

Kangyi Mao*

Rick McLaughlin

Ryan Miller

Rod O'Reilly

Mike Peresie

Tim Suther

Mark Turner

Carolyn Wukitch

*Individuals added as new custodians are marked with an asterisk.

Exhibit 2

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

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

UNITEDHEALTH GROUP INCORPORATED
and
CHANGE HEALTHCARE INC.,

Defendants.

Civil Action No. 1:22-cv-00481 (CJN)

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT UNITEDHEALTH GROUP
INCORPORATED**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Local Rule 26.2(d) of the U.S District Court for the District of Columbia, the Joint Proposed Scheduling and Case Management Order (ECF No. 41), and the Stipulated Protective Order and Order Governing Production of Investigation Materials (ECF No. 28), Plaintiffs United States of America, State of New York, and State of Minnesota hereby serve their First Requests for Production of Documents on Defendant UnitedHealth Group Incorporated, and request that Defendant produce the documents and data requested herein in accordance with Local Rule 26.2(d) of the U.S. District Court for the District of Columbia, by no later than 28 days after service of this request. Documents shall be produced at the offices of the U.S. Department of Justice, Antitrust Division, Healthcare & Consumer Products Section, 450 Fifth Street, NW, Suite 4100, Washington, DC 20530.

DEFINITIONS

The terms defined below and used in each of the topics should be construed broadly to the fullest extent of their meaning in a good-faith effort to comply with the Federal Rules of Civil Procedure.

1. The terms “you,” “the company,” or “United” means UnitedHealth Group Incorporated, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all of their present and former directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between the company and any other person.

2. The term “Change” means Change Healthcare Inc., its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures, and all of their directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between Change and any other person.

3. The term “Optum” means OptumInsight, or any other Optum business, unit, division, affiliate, subsidiary, or entity owned or controlled by United whose business is relating to health data analytics (including artificial intelligence or machine learning), the EDI Clearinghouse, or Claims Editing.

4. The terms “and” and “or” have both conjunctive and disjunctive meanings.

5. The term “any” means each and every.

6. The term “ASO” means an administrative services-only contract, an

administrative-services contract, or a contract between a TPA and a self-funded person where the TPA performs administrative services but does not underwrite or assume insurance risk, which remains with the self-funded person. Administrative services usually include claims processing, but may include other services such as actuarial analysis or utilization review.

7. The term “Claims Data” refers to any data relating to, or derived in whole or in part from, healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a). Information shall be considered Claims Data even if it has been modified, cleaned, enhanced, aggregated, de-identified, or otherwise manipulated.

8. The term “Claims Editing” means a product or service used by a health insurer that involves application of edits or rules, whether custom or not, to healthcare claims during the pre-payment claims adjudication process using a rules engine and library of content containing rules or edits, including Change’s ClaimCheck or ClaimsXten (or any version of ClaimsXten such as ClaimsXten Select, or ClaimsXten Cloud) and United’s Claims Edit System (CES) or any versions thereof.

9. The term “Claims Edits” means Claims Editing content, rules or edits.

10. The term “Clearinghouse” or “Electronic Data Interchange (EDI) Clearinghouse” means “health care clearinghouse,” as defined in 45 C.F.R. § 160.103.

11. The term “Clearinghouse customers” refers to any person who relies directly or indirectly on a Clearinghouse to transmit, deliver, or receive any Clearinghouse transactions or Claims Data.

12. The term “Clearinghouse transactions” refers to healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a).

13. The term “commercial health insurance product” means each medical plan, health insurance product, and healthcare-financing product sold to employers, and other groups, and includes HMO, POS, PPO, EPO, ASO, stop loss, indemnity, high-deductible, self-insured, level-funded, and fully insured products or plans, but excludes Medicare Advantage, Medicaid, dental, vision, behavioral health, and workers’ compensation plans.

14. The term “communications” means without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, audio recordings, meetings, interviews, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase “communications between” is defined to include instances where one party addresses the other party but the other party does not necessarily receive the transmission or respond.

15. The term “CSI” means competitively sensitive information or commercially sensitive information, including Claims Data, contract information, and payer-specific Claims Edits.

16. The term “Consultant” means any consultant, advisor, banker, broker, or other person retained or engaged by or on behalf of United or Change, to (a) perform any analysis, (b) provide any advice, or (c) store or maintain any documents or data relating to the Transaction or any considered, proposed, or actual Divestiture, including McKinsey & Company. The term “Consultant” does not include testifying or consulting experts retained by counsel on behalf of Change and/or United for the purposes of this litigation (e.g., NERA, Compass Lexecon).

17. The term “covered lives” means the number of members that are eligible for benefits coverage on January 1 of each applicable year.

18. The term “Custodians” means the Custodians identified in Appendix A and

Appendix B.

19. The term “Data Dictionary” means information about responsive databases or data sets that is sufficient to allow their reasonable use by Plaintiffs, including, for each table of information: (i) the size (number of records and overall volume); (ii) a general description; (iii) a list of field names; (iv) a definition for each field as it is used in the ordinary course of business, including the meanings of all codes that can appear as field values; (v) the format, including variable type and length, of each field; (vi) the primary key in a given table that defines a unique observation; (vii) clear and readable schemas that show how to combine or merge corresponding tables; and (viii) any user guides that explain common use of fields and/or how to generate different reports.

20. The term “Direct connection” refers to the exchange of Clearinghouse transactions with any entity other than another Clearinghouse, including payers, providers, or third party vendors that resell Clearinghouse services on behalf of their payer or provider customers.

21. The term “discussing” when used to refer to documents means analyzing, constituting, summarizing, reporting on, considering, recommending, setting forth, or describing a subject. Documents that are or contain reports, studies, memoranda, forecasts, analyses, plans, proposals, evaluations, recommendations, directives, procedures, policies, or guidelines regarding a subject should be treated as documents that discuss the subject. However, documents that merely mention or refer to a subject without further elaboration should not be treated as documents that discuss that subject.

22. The term “Divested Assets” means any asset or set of assets (including software, databases or other content, intellectual property, contracts (including employment agreements), or licenses) offered for sale by United or Change to another party, the sale of which is either (a)

contingent on the consummation of the Transaction or (b) contemplated to remove, in the view of the Court or any competition authorities reviewing the Transaction, any competitive harm potentially or allegedly arising out of the Transaction.

23. The term “Divestiture” means any potential, considered, or planned divestiture of any Divested Assets, including all versions or iterations of any Divested Assets considered, proposed, or offered by United or Change.

24. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the phrase “documents or electronically stored information” in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure. A draft or non-identical copy is a separate document within the meaning of this term.

25. The term “EPO” means an exclusive provider organization. The term includes any previously existing, existing, or proposed EPO, and all present and former directors, officers, employees, agents, or other person acting for or on behalf of any EPO.

26. The term “health insurer” or “payer” means any person other than a natural person that is financially responsible for all or part of any expense for healthcare services provided to any person or group of persons, that contracts with providers to set the reimbursement levels that providers will be paid for providing such services, or that provides administrative services relating to medical claims, such as claims processing, actuarial analysis, or utilization review. The term includes commercial insurance companies, HMOs, PPOs, union trust funds, multiple employer trusts, and TPAs.

27. The term “Healthcare segment” refers to medical, dental, or pharmacy care. For medical care, “Healthcare segment” also refers to the population of consumers that are using the healthcare services, including all lines of commercial health insurance (e.g., National Account, Large Group, Small Group, Individual Commercial), Medicare fee-for-service,

Medicare Advantage, Medicaid fee-for-service, Medicaid managed care, U.S. Department of Veterans Affairs, and Tricare.

28. The term “HMO” means a health maintenance organization. The term encompasses any staff, group, or independent practice association HMO, and includes any previously existing, existing, or proposed HMO.

29. The term “including” means “including, but not limited to.”

30. The term “Individual Commercial” means any and all health insurance products or plans offered for sale, on or off the exchange, to individuals or families and that are subject to the Affordable Care Act and related regulations (including grandmothers and grandfathered plans). The term should be interpreted to exclude any Medicaid or CHIP product, Medicare Advantage, or any other Medicare-related products.

31. The term “Large Group” means any employer with more than 50 employees.

32. The term “Lawsuit” means the lawsuit filed by Plaintiffs against UnitedHealth Group Incorporated and Change Healthcare Inc. and pending in the United States District Court for the District of Columbia, Case No. 1:22-cv-00481.

33. The term “member” means an individual who is enrolled in and eligible to receive coverage, whether as a policyholder or a dependent, under United’s or any other health insurers’ commercial health insurance products.

34. The term “Misuse” means any use, transfer, access, or disclosure of any information, whether intentional or not, in contravention of any applicable law, regulation, contractual obligation, policy, or firewall.

35. The term “National Account” means any entity that satisfies the definition of National Account on page 12 of the document produced to the Antitrust Division at Bates No. UHG-2R-0018022515, and any entity that the company treats as a national account customer in

the ordinary course of business.

36. The term “NPI” refers to National Provider Identifier, as established by the Centers for Medicare and Medicaid Services.

37. The term “Optum’s external customers” refers to any customer not owned or controlled by, or affiliated with, United that purchases or receives an Optum product.

38. The term “Optum product” refers to any product or service from United relating to healthcare information technology (IT), health data analytics (including artificial intelligence and machine learning), consulting, business process outsourcing, EDI Clearinghouse, Claims Editing, payment integrity, payment processing, quality measurement, risk adjustment, value-based contracting, pharmacy benefit administration, and pharmacy benefits management or any other product or service used in any of your defenses to the Lawsuit.

39. The term “non-party” or “third party” means any person other than United, Change, the United States, or the Plaintiff States.

40. The term “payment integrity” or “payment accuracy” means products and services offered to health insurers that assist with the receipt, review, or processing of claims or the recovery of funds disbursed for claims, including, and submit information separately for, each: (a) Claims Editing, (b) coordination of benefits products and services, (c) pre-payment review products and services, (d) post-payment auditing-and-recovery products and services, and (e) provider education products and services.

41. The term “person” includes the company and means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

42. The term “plans” includes tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.

43. The term “POS” means a point-of-service health insurance or healthcare benefits product. The term includes any previously existing, existing, or proposed POS, and all present and former directors, officers, employees, agents, or other persons acting for or on behalf of any POS.

44. The term “PPO” means a preferred provider organization or preferred provider arrangement. The term includes any previously existing, existing, or proposed PPO, and all present and former directors, officers, employees, agents, or other persons acting for or on behalf of any PPO.

45. The term “provider” means a “health care provider,” as defined by 45 C.F.R. § 160.103.

46. The terms “relating to” and “relate to” and “relating thereto” mean in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.

47. The term “relevant area” means: for commercial health insurance products offered or sold to National Account customers, any and all of the United States, and for commercial health insurance products offered or sold to Large Group customers, any and all of the relevant CBSAs.

48. The term “relevant CBSAs” means the core-based statistical areas that are metropolitan statistical areas in the United States, as described in paragraph 81 of the Complaint filed in this Lawsuit and listed in Appendix C.

49. The term “Second Request” means the Request for Additional Information and Documentary Material Issued to UnitedHealth Group Incorporated on March 24, 2021.

50. The term “Secondary-Use Rights” means when a person permits the use of data (including Claims Data or other CSI) for any purpose beyond the provision to that person of the

product or service for which the data was collected, accessed, or otherwise received.

51. The term “senior management” means any board member, company officer, director, employee at or above the level of vice president, and employee with management responsibility for any business unit or product.

52. The term “Small Group” means any employer with 50 or fewer employees.

53. The singular includes the plural and vice versa.

54. The term “TPA” means an entity or department thereof that administers group healthcare or health insurance benefits and claims for a self-insured person or health plan.

55. The term “TIN” refers to Tax Identification Number(s), as established by the Internal Revenue Service.

56. The term “Transaction” means the proposed transaction between United and Change as described in the company’s premerger notification, HSR-2021-0949.

57. The term “transaction type” refers to the different types of EDI Clearinghouse transactions that are transmitted through a Clearinghouse and include, but are not limited to, 837I claims, 837P claims, 837D claims, 835 electronic remittance advice (ERA), 270 eligibility inquiry, 271 eligibility response, and 278 prior authorization and referral.

58. The term “value-based care arrangement” means any commercial contractual arrangement between the company and physicians, hospitals, or other healthcare providers where quality metrics, shared savings, shared risks, bundle payments, episode payments, capitation, care management fees, or care coordination fees are part of the provider reimbursement terms. By way of example and not limitation, such arrangements include pay-for-performance, accountable care organizations, primary care medical homes, delivery system alliances, provider engagement tools, and provider collaborations.

INSTRUCTIONS

1. Documents and data already produced by the company in response to the Second Request or in response to civil investigative demands issued to the company before the filing of this Lawsuit need not be produced in response to these document requests.

2. In addition to the specific instructions set forth below, these document requests incorporate the instructions set forth in Rules 26 and 34 of the Federal Rules of Civil Procedure and the Local Rules of the U.S. District Court for the District of Columbia. Subject to a valid claim of privilege, the entire document must be produced if any part of that document is responsive.

3. Unless otherwise specified, these requests are for all documents in your possession, custody, or control that were created, modified, sent, or received at any time from March 24, 2019 to the present and all data in your possession, custody, or control that were created, modified, sent, or received at any time from January 1, 2018 to the present. Documents in your possession, custody or control include documents in the possession, custody, or control of any Consultant irrespective of time period.

4. Produce a legible copy of each document requested together with all non-identical copies and drafts of that document. Subject to any protocol concerning electronically stored information agreed to by the parties or ordered by the Court, all metadata of electronic documents must also be produced. You must retain all of the original documents for inspection or copying throughout the pendency of this case, any appeal(s), and any related proceedings.

5. Any responsive document that has been altered, including by the addition of any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, or modifications, and other versions of a document is a responsive

document in its own right and must be produced.

6. If any portion of any document is responsive to any request, then the entire document must be produced, including all attachments and enclosures.

7. Pursuant to Rule 34(b)(2)(E)(i) of the Federal Rules of Civil Procedure, documents must be produced either (a) as they are kept in the usual course of business (in which case they must be produced in such fashion as to identify the department, branch, or office in whose possession it was located and, where applicable, the natural person in whose possession it was found or the server or central file in which it was found, and the address of each document's Custodian(s)), or (b) organized and labeled to correspond to a specific request. All documents produced under subsection (a) shall include the file folder, envelope, or other container in which the documents are kept or maintained. If, for any reason, the container cannot be produced, produce copies of all labels or other identifying marks. Documents produced from the possession, custody, or control of a Consultant must comply with subsections (a) or (b) of this Instruction, and, in the case of subsection (a), must be produced as kept by the Consultant in the usual course of business. Bates number formats should be designed so as to permit the identification of documents produced by the company from the possession, custody, or control of a Consultant, and should further permit the identification of the particular Consultant from whose possession, custody, or control each document was produced.

8. Subject to any protocols concerning electronically stored information ordered by the Court or agreed to by the parties, produce hard copy documents and electronically stored information in the form of production agreed to with the Antitrust Division in relation to the investigation related to this proceeding. Do not alter the format from that used during the investigation without first discussing it with the Antitrust Division.

9. If identical copies of a document are in the possession, custody, or control of more

than one natural person or other document Custodian, a copy of that document must be produced from each such natural person or other document Custodian.

10. If any document is withheld based on an objection to any request, all other documents responsive to that request not subject to the objection must be produced.

11. The specificity of any single request shall not limit the generality of any other request.

12. Where a claim of privilege or other protection from discovery is asserted in objecting to any request or sub-part thereof, and any document is withheld (in whole or in part) on the basis of such assertion, with the exception of those communications that are exempt under the Scheduling and Case Management Order, you shall provide a log (“Privilege Log”) in Microsoft Excel format that identifies where available:

- a. the nature of the privilege or protection from discovery that is being claimed with respect to each document;
- b. the type of each document;
- c. the date of each document;
- d. the author of each document;
- e. the addresses and recipients of each document (including those copy recipients and blind copy recipients);
- f. a description of each document containing sufficient information to identify the general subject matter of the document and to enable Plaintiff to assess the applicability of the privilege or protection claimed and the name of the attorney(s) whose work gives rise to the privilege claim; and
- g. the identity of and any production Bates number assigned to any attachment(s), enclosure(s), cover letter(s), or cover email(s) of each document, including the

information outlined in subsections (a) through (f) above for each such attachment, enclosure, cover letter, or cover email.

Attachments, enclosures, cover letters, and cover emails shall be entered separately on the Privilege Log. The Privilege Log shall include the full name, title, and employer of each author, addressee, and recipient, denoting each attorney with the letters “ESQ,” except that identification of the name and the company affiliation for each non-Defendant person shall be sufficient identification. Submit all non-privileged portions of any responsive document (including non-privileged or redactable attachments, enclosures, cover letters, and cover emails) for which a claim of privilege is asserted, noting where redactions to the document have been made. When responsive, privileged documents, attached to responsive, non-privileged documents, are withheld from production, insert a placeholder to indicate a document has been withheld from that family.

13. If the company produces data in response to any specification, submit the data in an electronically sortable and searchable format (e.g. Excel or delimited text files) and submit all Data Dictionaries applicable to the data produced.

14. Where a request for production seeks data relating to a provider, produce all available data relating to a provider’s identity, including NPIs, TINs, physical address or at least county and state, Clearinghouse submitter IDs, and all parent-level, subsidiary, affiliate information, and descriptive categorizations or classifications created in the ordinary course.

15. Where a request for production seeks data relating to a health insurer, produce all available data relating to a health insurer’s identity, including TINs, health insurer IDs, contracting entity, and all parent-level, subsidiary, affiliate information, and descriptive categorizations or classifications created in the ordinary course.

16. These requests are continuing in nature, and your duty to supplement your

production in response to these requests pursuant to Federal Rule of Civil Procedure 26(e) is ongoing. Plaintiffs specifically reserve the right to seek supplementary responses and the additional supplementary production of documents before trial.

17. The fact that a document is in the possession of the United States, or is produced by another person, does not relieve you of the obligation to produce all of your copies of the same document, even if your copies are identical in all respects to a document produced or held by another person. Any documents you already produced to the United States during its investigation of the Transaction need not be reproduced unless required to comply with any protocols concerning electronically stored information agreed to by the parties or ordered by the Court.

18. To the extent you contend that responsive documents in your possession, custody, or control cannot be produced pursuant to the notice and consent requirements contained in a protective order or agreement, the written response to this request must identify the specific provisions of the protective order or agreement on which you are relying and the efforts that you have undertaken and will undertake to provide notice and obtain consents.

19. In producing videos or podcasts, for any video or podcast publicly available on your website, or published by you or your representatives on any other website (including but not limited to YouTube), you may in the alternative submit written permission for the United States to download, preserve, and use any such video or podcast through the pendency of this Lawsuit. Should you choose this alternative, in the event the United States is unable to download and preserve any such video or podcast, you agree to produce a copy of it upon written request.

20. If you are unable to produce a document that is responsive to a request not due to a claim of privilege or other legal protection, describe the document, state why it cannot be produced, and, if applicable, state the whereabouts of such document when last in your possession.

REQUESTS FOR DOCUMENTS

1. Documents sufficient to show the organization or personnel roles, titles, or assignments (e.g., organization charts), of United from January 5, 2021 to the present, including for UnitedHealth Group, UnitedHealthcare, UnitedHealthcare Employer & Individual, OptumInsight and any other part of Optum or United whose business relates to health data analytics (including artificial intelligence and machine learning), or the EDI Clearinghouse or Claims Editing products or services.

2. Documents sufficient to show (a) the planned post-Transaction operational structure of United, and how the pre-Transaction operational structures of United and Change are intended to be combined to result in that post-Transaction structure, including one copy of each organizational chart or other documents showing or discussing functionally equivalent positions, departments, and other organizational units at United and Change, and employee and senior management actual or planned assignments or roles in the post-Transaction operational structure of United and Change, and (b) all persons working on the United/Change integration relating to the Transaction.

3. All documents responsive to Specifications 9, 14, 18, 19, 21, 22, 23(b), 24, 25, 27(b), 28, 29, 30, 31, 34, 35, 36, 39, 40, and 41 of the Second Request for the Custodians in Appendix A, and all documents responsive to Specifications 9, 13, 14, 17, 20, 21, 31, 36, 39, and 40 of the Second Request for the Custodians in Appendix B.

4. A complete set of all documents (e.g., Board of Director minutes, presentations, communications, reports, memoranda, recommendations, actions, or pre-read materials) relating to United's Board of Director Meetings, including all committees and subcommittees, relating to Change, the Transaction, Claims Data, Claims Edits, CSI, Secondary-Use Rights relating to any CSI or Claims Data, or to any customer, health insurer, or commercial health insurance products.

5. All documents referenced in the letter from DOJ Filter Attorney Isabel Agnew to United counsel dated February 23, 2022, including documents bearing Bates numbers UHG-2R-0003671293, UHG-2R-0008083329, UHG-2R-0005039470, and UHG-2R-0014246943.

6. All documents identified in Appendix D.

7. All documents relating to any discussions, analyses, proposals, plans, concepts, ideas, strategies, or use cases for the use of any Claims Data or Claims Edits by United, including to: (a) compete for the sale of commercial health insurance products, (b) decrease administrative or medical costs for commercial health insurance products, (c) contract with providers, (d) design or negotiate commercial health insurance product terms, (e) develop or monitor provider networks for commercial health insurance products, (f) determine whether United should or should not compete or bid for the sale of commercial health insurance products, (g) configure value-based care arrangements, or (h) gather competitive intelligence, including benchmarking against competing health insurers.

8. All documents relating to United's or Change's rights (including Secondary-Use Rights) to use any Claims Data, including any analysis of Change's or United's current Secondary-Use Rights, any effects of the Transaction on United's access to and Secondary-Use Rights to use Claims Data, any proposals, plans, concepts, ideas, or strategies to obtain Secondary-Use Rights.

9. All documents relating to United's or Change's rights to use any health insurer

Claims Edits derived from United's or Change's Claims Editing products, including any analysis of Change's or United's current rights, any effects of the Transaction on such rights, or any proposals, plans, concepts, ideas, or strategies to obtain such rights.

10. Any Data Dictionary for dNHI, ORD, and OLDW.

11. All documents and data relating to United employees' access rights for any database containing data from Optum's external customers (e.g., dNHI, ORD, and OLDW), including the affiliation of users with access to such data (e.g., whether the user works at OptumInsight, UnitedHealthcare or other United entity), users' business purpose, description of access rights including scope and any categorization, and any modifications to such access rights.

12. All documents relating to any training provided to employees regarding United's actual or planned policies, procedures, rules, guidelines, practices or firewalls for the use or access by any person at United to the Claims Data or Claims Edits derived from Optum's external customers or any other third party.

13. All documents relating to United's actual, planned or potential artificial intelligence or machine learning capabilities, models, or assets, including all documents relating to plans to improve such capabilities, models, or assets.

14. All documents relating to any of United's actual, planned, or potential (a) applications of machine learning or artificial intelligence to Claims Data or Claims Edits, or (b) products, services, or models that incorporate or use machine learning or artificial intelligence in connection with the company's provision of any Clearinghouse, Claims Editing, or payment integrity products or services.

15. All documents relating to United's actual or planned policies, procedures, rules, guidelines, or practices on the rotation, transfer, promotion, or any other type of movement of

employees between (a) Optum and (b) UnitedHealthcare and/or senior management at UnitedHealth Group Incorporated. For the avoidance of doubt, this includes any Optum or United business before and after the Transaction.

16. All documents relating to United's February 2020 Enterprise Governance Policy and any revisions enacted since February 2020.

17. All documents relating to the company's actual or potential agreements, relationships, partnerships, communications, or arrangements with Availity since January 1, 2015 to the present, including negotiations, any analysis or reasons for agreeing to the non-solicitation terms in the company's agreements with Availity dated December 31, 2015 and December 31, 2019, or any amendments thereto, and all documents relating to the current status of United's relationship, agreements or partnerships with Availity (including United's role on any Availity governance council or other committees).

18. All documents relating to United's adoption and current use of Optum's Group Risk Analytics (GRA) product and de-identified information to provide relative risk scores for new business quotes.

19. Data sufficient to show which providers, payers, and submitters have or had a Direct connection with United, including the transaction type for which they have the Direct connection and the time periods of such Direct connections.

20. Data sufficient to show the Healthcare segment of each payer ID for your Clearinghouse(s).

21. Data sufficient to show the count and adjudicated value of all duplicate Clearinghouse transactions within or among United's Clearinghouses, by Clearinghouse(s) or internal unit(s) within or among which the duplicate transactions occur, transaction type, month, Healthcare segment, provider, payer, and submitter.

22. All data relating to United or Change's contractual rights to use Claims Data from Optum's external customers, including the name and all identifying information for the customer granting data rights (e.g., submitter ID, payer ID, TIN, NPI, parent-level entity, and affiliates), the time period for which United has or had such data rights, and the scope and categorizations of any data rights.

23. Notwithstanding the time limitation provided in Instruction 3, data sufficient to show the count and adjudicated value of all Claims Data (regardless of date) for which United has any Secondary-Use Rights (e.g., dNHI, ORD, OLDW), by transaction type, paired transactions (e.g., claims and corresponding remittances), provider, payer, submitter, date, and the date on which the Secondary-Use Rights expire.

24. Data sufficient to show United's revenue from Claims Editing by customer, pass position (e.g., first pass, second pass), Healthcare segment, and date.

25. Data sufficient to show United's revenue from EDI Clearinghouse by customer, including name and all identifying information (e.g., submitter ID, payer ID, TIN, NPI, parent-level entity, and affiliates), by transaction type, Healthcare segment, date, and geographic region (by CBSA or county), all rebates paid to those customers and all value-added or ancillary products purchased that were bundled with EDI services along with the revenues earned from each product.

26. A refresh (with the same fields and at the same level of granularity) of the profit-and-loss reports provided to the Division on July 30, 2021 in response to Section II(C)(1) of the July 22, 2021 draft Timing Agreement and United's response to Specification 12 of the Second Request provided to the Division on September 20, 2021) .

27. All data relating to any claimed efficiencies of the Transaction.

28. All data relating to each bid, premium quotation, or proposal to any potential or

existing Large Group customer for the sale of any commercial health insurance product, including (a) the date, (b) the name of the customer, (c) the person to which the company submitted the bid, quote, or proposal, (d) the name and business telephone number of the person who was in charge of contracting with payers, (e) the number of potential eligible employees and potential covered lives, (f) whether the customer also offers products to its employees from any other payers in any relevant area and, if so, the payers and the relevant areas, (g) the identity of each payer that submitted a competing bid, quote, or proposal, (h) the identity of all incumbent payers at the time of your bid, and (i) the identity of all payers whose bids, quotes, or proposals were accepted.

29. All documents, databases, or data used or maintained by the company relating to the sale of commercial health insurance to any potential or existing Large Group customer and relating to: (a) win/loss reports, (b) prices, quotes, estimates, bids, or repricing analyses or results submitted to any customer, (c) customer or prospective customer intelligence, including any information relating to the incumbent payer or competing payers for any customer, (d) actual or projected enrollment, (e) demographic data, and (f) market-share reports. For each database or data set submitted in response to this specification, submit any software product or platform required to access the database or data set.

30. For each commercial health insurance product offered for sale by the company to Large Group customers on or after January 1, 2018, all documents and data, like those contained in UHG-2R-0008100986 (at -1003) and UHG-2R-0007114694, recorded by plan and county, reflecting (a) financial information for the plan, (b) revenue, (c) premium earned, (d) ASO fees earned, (e) medical claims incurred, (f) administrative costs incurred, (g) contribution margins and profitability (separately for UHC E&I View and UHG View), (h) variable costs, (i) fixed costs, (j) any other costs incurred, (k) enrolled members, and (l) funding type.

31. All documents and data relating to any analysis of administrative savings from

claim editing and the cost of reworking a claim, including all data related to UHG-VAL-00001910 (at -913) and

<https://www.uhc.com/content/dam/uhc.com/en/BrokersAndConsultants/payment-integrity-sell-sheet.pdf> (citing “2018 UnitedHealthcare ASO data analysis”).

32. For each year, data sufficient to show the total number of claims processed by United Healthcare Employer & Individual, the percent of auto-adjudicated claims, the number of claims requiring rework, the average administrative cost for each auto-adjudicated claim, and the average administrative cost for each claim requiring rework.

33. For each CES customer, beginning with 2013, data sufficient to show —like the data underlying UHG-VAL-00001910 (at -913) and <https://www.uhc.com/content/dam/uhc.com/en/BrokersAndConsultants/payment-integrity-sell-sheet.pdf> (citing “2018 UnitedHealthcare ASO data analysis”)—the number of covered lives under the software subscription license, the annual CES savings for each rule used by the customer for each year, and the source of the rule (e.g., regulatory mandate, payer custom edit, particular Optum module).

34. All documents and data relating to United and other payers’ actual or projected pricing of commercial health insurance for fully-insured or self-insured National Accounts or Large Groups or any actual or projected analysis of factors contributing to pricing (e.g., demographics, number of employees, benefit plan factors, projected or actual medical expenses, risk scores, benefit cost ratios, internal operating income), including all data relating to UHG-2R-0014484830 and UHG-2R-0009063649.

35. All documents relating to communications between the company, including its outside counsel, and any non-party or its counsel, including customers, health insurers, providers, competitors, other Clearinghouses (e.g., Availity), channel partners, or trading

partners relating to (a) the Transaction, (b) the Lawsuit, (c) the investigation preceding the Lawsuit, (d) any proposed Divestiture, or (e) any actual or proposed commitments or agreements, including those referenced in Paragraph 14 of United's General Response in its Answer to the Complaint. For the avoidance of doubt, such communications include draft and executed agreements, declarations, affidavits, letters, emails, or other correspondence.

36. All documents relating to any relationship between (a) Clearinghouse services, Claims Editing, or any other payment integrity products or services, and (b) competition for the sale of commercial health insurance products, or health insurance generally, including (i) a customer's decision to purchase commercial health insurance products; (ii) the decisions of brokers, Consultants, or distributors to sell or market such commercial health insurance products to customers; or (iii) market share, revenue, or profitability of such commercial health insurance products.

37. All documents relating to any actual or planned "frictionless platform" referenced in Paragraph 6 of your General Responses in your Answer to Plaintiffs' Complaint, including all steps that the company has taken to plan, build, or develop a "frictionless platform" independent of the Transaction and the status of such plans, all actual or planned products or services relating to such "frictionless platform," and all plans to continue to build or develop a "frictionless platform" if the Transaction does not occur.

38. All documents relating to any actual, planned or considered efforts by the company to innovate the EDI Clearinghouse or any product or service offered together or in connection with or adjacent to the EDI Clearinghouse, including efforts to move clinical edits into the EDI stream, or to minimize or eliminate the need for manual review of claims and increase auto-adjudication of claims, and the products or services involved in such efforts, and the current status of such efforts.

39. All documents relating to any current, considered, or planned improvements or innovations to any product or service offered by, or any potential new product or service to be offered by United, Change, or any other person incorporating or using any component of United's or Change's Claims Editing products or services.

40. All documents relating to any considered, proposed, or actual Divestiture, including Project Copper or Project Magnum, including:

- a. All documents relating to any actual or potential offer, proposal, or agreement in an attempt to address any competitive concerns identified in the Complaint, including communications relating to such an offer, proposal, or agreement;
- b. All draft and final contracts, schedules, and term sheets related to any considered, proposed, or actual Divestiture;
- c. All documents relating to the identification, consideration, or evaluation (including the existing competitive condition in the market) of any potential buyer for any considered, proposed, or actual Divestiture;
- d. All documents relating to communications with third parties, including prospective purchasers, regarding any considered, proposed, or actual Divestiture;
- e. All documents relating to any budget and/or financial projection for the Divested Assets;
- f. All documents and data disclosed or made available to any third party, including prospective purchasers (including any data contained in a "data room") related to the Divestiture; and
- g. All documents relating to your (which includes brokers or bankers who are your representatives) evaluations of potential buyers of assets or businesses for any

considered, proposed, or actual Divestiture.

41. All documents and data relating to updates, revisions, and changes made to Exhibits 4, 6, and 7 of the December 1, 2021 Efficiencies 30(b)(6) deposition, including all backup and source materials used to create these Exhibits.

42. All documents and data relating to the actual or potential impact of any considered, proposed, or actual Divestiture on any efficiency, cost savings, synergy, profit increase, or any other benefit claimed by United or Change as a result of the Transaction, including any claimed consumer or customer savings benefits.

43. All documents relating to any “binding commitments to its customers and the Government” referred to in Paragraph 14 of your General Response in your Answer to the Complaint, including your statement that “UHG agreed to: (1) not alter Change’s current practice of making certain aggregated, de-identified data available externally to the marketplace; (2) maintain its robust firewall processes—and extend them to Change’s business—to protect sensitive customer data and provide information to customers to allow them to verify those firewall processes; (3) continue to process EDI transactions consistent with industry standards and in the most efficient, contractually available manner; and (4) consistent with Optum’s current business practices, make any new products or services developed using medical EDI transaction data available to the marketplace.”

44. All documents relating to any health insurer’s or provider’s ability, efforts or attempted efforts, whether successful or not, to avoid connecting directly or indirectly to all Clearinghouses, including Change’s Clearinghouse, or to avoid Claims Data from passing through a particular Clearinghouse, including Change’s Clearinghouse, regardless of whether that health insurer or provider has a contract with a particular Clearinghouse, including Change’s Clearinghouse, at any time between January 1, 2018 to the present.

45. All documents relating to the statement in Defendants' September 17, 2021 white paper that: Cotiviti, Zelis, HealthEdge/Burgess, and EXL are "attractive, strong alternatives" to United and Change in Claims Editing software and services for health insurers.

46. All documents relating to the statement in Defendants' January 3, 2022 letter that "the divestiture package includes all technology and Change employees that support the ClaimsXten and ClaimCheck solutions."

47. Documents sufficient to show, for each of the payers listed in Exhibits 1 through 4 to Defendants' September 17, 2021 white paper, and for each of the types of information listed in Section II.A of that white paper (claims data, contract information, payer-specific adjudication rules, and medical records), the "proportion of the *exact same* potentially sensitive data Change receives from customers is already being received by OptumInsight[,]" including whether Optum or Change has Secondary-Use Rights to such data.

48. All documents relating to the statements in United's letter of February 22, 2022, that:

- a. "[T]oday any payer can work with nearly any EDI Clearinghouse to have the Clearinghouse reject certain claims automatically rather than transmit them to the payer for adjudication. These types of edits are almost always administrative or universal; they do not involve application of clinical judgment nor are they expected to generate appeals"; and
- b. "Optum intends to implement clinical edits directly in a provider's practice management system via an Application Programming Interface (API)."

49. All documents relating to any "pre-submission shift-left" products or services, including those identified in your letter of February 22, 2022, purportedly offered by 3M, Ability, Athena EDI, Availity, Cedar/OODA, CureMD.com, Epic, Experian Health, InstaMed,

nThrive, Nuance, Olive Inc., Quadrax, SSI, TriZetto, and Waystar.

50. All documents identified by the company in response to Plaintiffs' First Set of Interrogatories issued to United on March 23, 2022.

Dated: March 23, 2022

Respectfully submitted,

/s/ Eric D. Welsh

Eric D. Welsh (D.C. Bar No. 998618)

Bindi R. Bhagat

Janet J. Brody

Jill C. Maguire

U.S. Department of Justice

Antitrust Division

450 Fifth Street, NW, Suite 4100

Washington, DC 20530

Telephone: (202) 616-1947

Fax: (202) 307-5802

Email: janet.brody@usdoj.gov

Attorneys for United States of America

/s/ Elizabeth Odette

Elizabeth Odette

James W. Canaday

Jason Pleggenkuhle

Katherine Moerke

Office of the Minnesota Attorney General

Consumer, Wage and Antitrust Division

445 Minnesota Street, Suite 1400

St. Paul, Minnesota 55101-2131

Telephone: (651) 757-1028

Email: elizabeth.odette@ag.state.mn.us

Attorneys for State of Minnesota

/s/ Olga Kogan

Christopher D'Angelo (D.C. Bar No. 502220)

Olga Kogan

Benjamin J. Cole

Elinor R. Hoffmann

Amy E. McFarlane

New York State Office of the Attorney General

28 Liberty Street

New York, NY 10005

Telephone: (212) 416-8262

Email: olga.kogan@ag.ny.gov

Attorneys for State of New York

CERTIFICATE OF SERVICE

I certify that on March 23, 2022, I served the foregoing and the attached Appendices on Defendant's counsel of record by email as listed in the Joint Proposed Scheduling and Case Management Order filed on March 23, 2022.

Dated: March 23, 2022

/s/ Janet J. Brody _____
Janet J. Brody
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 4100
Washington, DC 20530
Telephone: (202) 616-1947
Fax: (202) 307-5802
Email: janet.brody@usdoj.gov

Attorney for United States of America

**Appendix A to Plaintiffs' First Requests for Production to UnitedHealth Group
Incorporated: Custodians for Refresh RFPs**

Alex Barclay	John Hoffman*
Tom Benning*	Jim Lazarus*
Christopher Celka*	Richard Mattera
Patrick Conahan*	Patricia Mckinney
Ranju Das*	Dirk McMahon
Peter Dumont	Andrew Merrill
Charles Fan*	John Rex
Anne Gillis	Paul Root*
Steve Griffiths*	Clay Rudolph
Todd Gustin	Erin Schmuker
Rick Hardy	Dan Schumacher
Paul Higday	Tamara Sipes*
Jeremy Hill*	Andrew Witty
Susan Scobie Hines*	Steve Yurjevich

*Individuals added as custodians are marked with an asterisk.

**Appendix B to Plaintiffs' First Requests for Production to UnitedHealth Group
Incorporated: Custodians for Refresh RFP**

Brian Brueckman*

John Cosgriff

Thomas Choate

Thomas Gehlbach*

William Golden

Darren Moquist*

Peter Probst*

Gregory Reidy

Daniel Rosenthal

Paul Stordahl*

Brian Thompson

Jeffrey Todd*

Elizabeth Winsor

Vincent Zuccarello

*Individuals added as custodians are marked with an asterisk.

**Appendix C to Plaintiffs' First Requests for Production to UnitedHealth Group
Incorporated**

U.S. Core-Based Statistical Areas Comprising Metropolitan Statistical Areas

10180 Abilene, TX Metropolitan Statistical Area

Principal City: Abilene

Callahan County, Jones County, Taylor County

10420 Akron, OH Metropolitan Statistical Area

Principal City: Akron

Portage County, Summit County

10500 Albany, GA Metropolitan Statistical Area

Principal City: Albany

Dougherty County, Lee County, Terrell County, Worth County

10540 Albany-Lebanon, OR Metropolitan Statistical Area

Principal Cities: Albany, Lebanon

Linn County

10580 Albany-Schenectady-Troy, NY Metropolitan Statistical Area

Principal Cities: Albany, Schenectady, Troy

Albany County, Rensselaer County, Saratoga County, Schenectady County, Schoharie County

10740 Albuquerque, NM Metropolitan Statistical Area

Principal City: Albuquerque

Bernalillo County, Sandoval County, Torrance County, Valencia County

10780 Alexandria, LA Metropolitan Statistical Area

Principal City: Alexandria

Grant Parish, Rapides Parish

10900 Allentown-Bethlehem-Easton, PA-NJ Metropolitan Statistical Area

Principal Cities: Allentown, PA; Bethlehem, PA

Warren County, NJ; Carbon County, PA; Lehigh County, PA; Northampton County, PA

11020 Altoona, PA Metropolitan Statistical Area

Principal City: Altoona

Blair County

11100 Amarillo, TX Metropolitan Statistical Area

Principal City: Amarillo

Armstrong County, Carson County, Oldham County, Potter County, Randall County

11180 Ames, IA Metropolitan Statistical Area

Principal City: Ames

Boone County, Story County

11260 Anchorage, AK Metropolitan Statistical Area

Principal City: Anchorage

Anchorage Municipality, Matanuska-Susitna Borough

11460 Ann Arbor, MI Metropolitan Statistical Area

Principal City: Ann Arbor

Washtenaw County

11500 Anniston-Oxford, AL Metropolitan Statistical Area

Principal Cities: Anniston, Oxford

Calhoun County

11540 Appleton, WI Metropolitan Statistical Area

Principal City: Appleton

Calumet County, Outagamie County

11700 Asheville, NC Metropolitan Statistical Area

Principal City: Asheville

Buncombe County, Haywood County, Henderson County, Madison County

12020 Athens-Clarke County, GA Metropolitan Statistical Area

Principal City: Athens-Clarke County

Clarke County, Madison County, Oconee County, Oglethorpe County

12060 Atlanta-Sandy Springs-Alpharetta, GA Metropolitan Statistical Area

Principal Cities: Atlanta, Sandy Springs, Alpharetta, Marietta

Barrow County, Bartow County, Butts County, Carroll County, Cherokee County, Clayton County, Cobb County, Coweta County, Dawson County, DeKalb County, Douglas County, Fayette County, Forsyth County, Fulton County, Gwinnett County, Haralson County, Heard County, Henry County, Jasper County, Lamar County, Meriwether County, Morgan County, Newton County, Paulding County, Pickens County, Pike County, Rockdale County, Spalding County, Walton County

12100 Atlantic City-Hammonton, NJ Metropolitan Statistical Area

Principal Cities: Atlantic City, Hammonton

Atlantic County

12220 Auburn-Opelika, AL Metropolitan Statistical Area

Principal Cities: Auburn, Opelika

Lee County

12260 Augusta-Richmond County, GA-SC Metropolitan Statistical Area

Principal City: Augusta-Richmond County, GA

Burke County, GA; Columbia County, GA; Lincoln County, GA; McDuffie County, GA; Richmond County, GA; Aiken County, SC; Edgefield County, SC

12420 Austin-Round Rock-Georgetown, TX Metropolitan Statistical Area

Principal Cities: Austin, Round Rock, Georgetown, San Marcos

Bastrop County, Caldwell County, Hays County, Travis County, Williamson County

12540 Bakersfield, CA Metropolitan Statistical Area

Principal City: Bakersfield

Kern County

12580 Baltimore-Columbia-Towson, MD Metropolitan Statistical Area

Principal Cities: Baltimore, Columbia, Towson

Anne Arundel County, Baltimore County, Carroll County, Harford County, Howard County, Queen Anne's County, Baltimore city

12620 Bangor, ME Metropolitan Statistical Area

Principal City: Bangor

Penobscot County

12700 Barnstable Town, MA Metropolitan Statistical Area

Principal City: Barnstable Town

Barnstable County

12940 Baton Rouge, LA Metropolitan Statistical Area

Principal City: Baton Rouge

Ascension Parish, Assumption Parish, East Baton Rouge Parish, East Feliciana Parish, Iberville Parish, Livingston Parish, Pointe Coupee Parish, St. Helena Parish, West Baton Rouge Parish, West Feliciana Parish

12980 Battle Creek, MI Metropolitan Statistical Area

Principal City: Battle Creek

Calhoun County

13020 Bay City, MI Metropolitan Statistical Area

Principal City: Bay City

Bay County

13140 Beaumont-Port Arthur, TX Metropolitan Statistical Area

Principal Cities: Beaumont, Port Arthur

Hardin County, Jefferson County, Orange County

13220 Beckley, WV Metropolitan Statistical Area

Principal City: Beckley

Fayette County, Raleigh County

13380 Bellingham, WA Metropolitan Statistical Area

Principal City: Bellingham

Whatcom County

13460 Bend, OR Metropolitan Statistical Area

Principal City: Bend

Deschutes County

13740 Billings, MT Metropolitan Statistical Area

Principal City: Billings

Carbon County, Stillwater County, Yellowstone County

13780 Binghamton, NY Metropolitan Statistical Area

Principal City: Binghamton

Broome County, Tioga County

13820 Birmingham-Hoover, AL Metropolitan Statistical Area

Principal Cities: Birmingham, Hoover

Bibb County, Blount County, Chilton County, Jefferson County, St. Clair County, Shelby County

13900 Bismarck, ND Metropolitan Statistical Area

Principal City: Bismarck

Burleigh County, Morton County, Oliver County

13980 Blacksburg-Christiansburg, VA Metropolitan Statistical Area

Principal Cities: Blacksburg, Christiansburg

Giles County, Montgomery County, Pulaski County, Radford city

14010 Bloomington, IL Metropolitan Statistical Area

Principal City: Bloomington

McLean County

14020 Bloomington, IN Metropolitan Statistical Area

Principal City: Bloomington

Monroe County, Owen County

14100 Bloomsburg-Berwick, PA Metropolitan Statistical Area

Principal Cities: Bloomsburg, Berwick

Columbia County, Montour County

14260 Boise City, ID Metropolitan Statistical Area

Principal City: Boise City

Ada County, Boise County, Canyon County, Gem County, Owyhee County

14460 Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area

Principal Cities: Boston, MA; Cambridge, MA; Newton, MA; Framingham, MA; Waltham, MA

Norfolk County, MA; Plymouth County, MA; Suffolk County, MA; Essex County, MA; Middlesex County, MA; Rockingham County, NH; Strafford County, NH

14500 Boulder, CO Metropolitan Statistical Area

Principal City: Boulder

Boulder County

14540 Bowling Green, KY Metropolitan Statistical Area

Principal City: Bowling Green

Allen County, Butler County, Edmonson County, Warren County

14740 Bremerton-Silverdale-Port Orchard, WA Metropolitan Statistical Area

Principal Cities: Bremerton, Silverdale, Port Orchard
Kitsap County

14860 Bridgeport-Stamford-Norwalk, CT Metropolitan Statistical Area
Principal Cities: Bridgeport, Stamford, Norwalk, Danbury, Stratford
Fairfield County

15180 Brownsville-Harlingen, TX Metropolitan Statistical Area
Principal Cities: Brownsville, Harlingen
Cameron County

15260 Brunswick, GA Metropolitan Statistical Area
Principal City: Brunswick
Brantley County, Glynn County, McIntosh County

15380 Buffalo-Cheektowaga, NY Metropolitan Statistical Area
Principal Cities: Buffalo, Cheektowaga
Erie County, Niagara County

15500 Burlington, NC Metropolitan Statistical Area
Principal City: Burlington
Alamance County

15540 Burlington-South Burlington, VT Metropolitan Statistical Area
Principal Cities: Burlington, South Burlington
Chittenden County, Franklin County, Grand Isle County

15680 California-Lexington Park, MD Metropolitan Statistical Area
Principal Cities: California, Lexington Park
St. Mary's County

15940 Canton-Massillon, OH Metropolitan Statistical Area
Principal Cities: Canton, Massillon

Carroll County, Stark County

15980 Cape Coral-Fort Myers, FL Metropolitan Statistical Area

Principal Cities: Cape Coral, Fort Myers

Lee County

16020 Cape Girardeau, MO-IL Metropolitan Statistical Area

Principal City: Cape Girardeau, MO

Alexander County, IL; Bollinger County, MO; Cape Girardeau County, MO

16060 Carbondale-Marion, IL Metropolitan Statistical Area

Principal Cities: Carbondale, Marion

Jackson County, Johnson County, Williamson County

16180 Carson City, NV Metropolitan Statistical Area

Principal City: Carson City

Carson City

16220 Casper, WY Metropolitan Statistical Area

Principal City: Casper

Natrona County

16300 Cedar Rapids, IA Metropolitan Statistical Area

Principal City: Cedar Rapids

Benton County, Jones County, Linn County

16540 Chambersburg-Waynesboro, PA Metropolitan Statistical Area

Principal Cities: Chambersburg, Waynesboro

Franklin County

16580 Champaign-Urbana, IL Metropolitan Statistical Area

Principal Cities: Champaign, Urbana

Champaign County, Piatt County

16620 Charleston, WV Metropolitan Statistical Area

Principal City: Charleston

Boone County, Clay County, Jackson County, Kanawha County, Lincoln County

16700 Charleston-North Charleston, SC Metropolitan Statistical Area

Principal Cities: Charleston, North Charleston

Berkeley County, Charleston County, Dorchester County

16740 Charlotte-Concord-Gastonia, NC-SC Metropolitan Statistical Area

Principal Cities: Charlotte, NC; Concord, NC; Gastonia, NC; Rock Hill, SC

Anson County, NC; Cabarrus County, NC; Gaston County, NC; Iredell County, NC; Lincoln County, NC; Mecklenburg County, NC; Rowan County, NC; Union County, NC; Chester County, SC; Lancaster County, SC; York County, SC

16820 Charlottesville, VA Metropolitan Statistical Area

Principal City: Charlottesville

Albemarle County, Fluvanna County, Greene County, Nelson County, Charlottesville city

16860 Chattanooga, TN-GA Metropolitan Statistical Area

Principal City: Chattanooga, TN

Catoosa County, GA; Dade County, GA; Walker County, GA; Hamilton County, TN; Marion County, TN; Sequatchie County, TN

16940 Cheyenne, WY Metropolitan Statistical Area

Principal City: Cheyenne

Laramie County

16980 Chicago-Naperville-Elgin, IL-IN-WI Metropolitan Statistical Area

Principal Cities: Chicago, IL; Naperville, IL; Elgin, IL; Gary, IN; Evanston, IL; Schaumburg, IL; Bolingbrook, IL; Skokie, IL; Des Plaines, IL; Hoffman Estates, IL

Cook County, IL; DuPage County, IL; Grundy County, IL; McHenry County, IL; Will County, IL; DeKalb County, IL; Kane County, IL; Kendall County, IL; Jasper County, IN; Lake County, IN; Newton County, IN; Porter County; Lake County, IL; Kenosha County, WI

17020 Chico, CA Metropolitan Statistical Area

Principal City: Chico

Butte County

17140 Cincinnati, OH-KY-IN Metropolitan Statistical Area

Principal City: Cincinnati, OH

Dearborn County, IN; Franklin County, IN; Ohio County, IN; Union County, IN; Boone County, KY; Bracken County, KY; Campbell County, KY; Gallatin County, KY; Grant County, KY; Kenton County, KY; Pendleton County, KY; Brown County, OH; Butler County, OH; Clermont County, OH; Hamilton County, OH; Warren County, OH

17300 Clarksville, TN-KY Metropolitan Statistical Area

Principal City: Clarksville, TN

Christian County, KY; Trigg County, KY; Montgomery County, TN; Stewart County, TN

17420 Cleveland, TN Metropolitan Statistical Area

Principal City: Cleveland

Bradley County, Polk County

17460 Cleveland-Elyria, OH Metropolitan Statistical Area

Principal Cities: Cleveland, Elyria

Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County

17660 Coeur d'Alene, ID Metropolitan Statistical Area

Principal City: Coeur d'Alene

Kootenai County

17780 College Station-Bryan, TX Metropolitan Statistical Area

Principal Cities: College Station, Bryan

Brazos County, Burleson County, Robertson County

17820 Colorado Springs, CO Metropolitan Statistical Area

Principal City: Colorado Springs
El Paso County, Teller County

17860 Columbia, MO Metropolitan Statistical Area
Principal City: Columbia
Boone County, Cooper County, Howard County

17900 Columbia, SC Metropolitan Statistical Area
Principal City: Columbia
Calhoun County, Fairfield County, Kershaw County, Lexington County, Richland County,
Saluda County

17980 Columbus, GA-AL Metropolitan Statistical Area
Principal City: Columbus, GA
Russell County, AL; Chattahoochee County, GA; Harris County, GA; Marion County, GA;
Muscogee County, GA; Stewart County, GA; Talbot County, GA

18020 Columbus, IN Metropolitan Statistical Area
Principal City: Columbus
Bartholomew County

18140 Columbus, OH Metropolitan Statistical Area
Principal City: Columbus
Delaware County, Fairfield County, Franklin County, Hocking County, Licking County,
Madison County, Morrow County, Perry County, Pickaway County, Union County

18580 Corpus Christi, TX Metropolitan Statistical Area
Principal City: Corpus Christi
Nueces County, San Patricio County

18700 Corvallis, OR Metropolitan Statistical Area
Principal City: Corvallis
Benton County

18880 Crestview-Fort Walton Beach-Destin, FL Metropolitan Statistical Area

Principal Cities: Crestview, Fort Walton Beach, Destin

Okaloosa County, Walton County

19060 Cumberland, MD-WV Metropolitan Statistical Area

Principal City: Cumberland, MD

Allegany County, MD; Mineral County, WV

19100 Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area

Principal Cities: Dallas, Fort Worth, Arlington, Plano, Irving, Denton, Richardson, Grapevine

Collin County, Dallas County, Denton County, Ellis County, Hunt County, Kaufman County, Rockwall County, Johnson County, Parker County, Tarrant County, Wise County

19140 Dalton, GA Metropolitan Statistical Area

Principal City: Dalton

Murray County, Whitfield County

19180 Danville, IL Metropolitan Statistical Area

Principal City: Danville

Vermilion County

19300 Daphne-Fairhope-Foley, AL Metropolitan Statistical Area

Principal Cities: Daphne, Fairhope, Foley, Gulf Shores

Baldwin County

19340 Davenport-Moline-Rock Island, IA-IL Metropolitan Statistical Area

Principal Cities: Davenport, IA; Moline, IL; Rock Island, IL

Henry County, IL; Mercer County, IL; Rock Island County, IL; Scott County, IA

19430 Dayton-Kettering, OH Metropolitan Statistical Area

Principal Cities: Dayton, Kettering

Greene County, Miami County, Montgomery County

19460 Decatur, AL Metropolitan Statistical Area

Principal City: Decatur

Lawrence County, Morgan County

19500 Decatur, IL Metropolitan Statistical Area

Principal City: Decatur

Macon County

19660 Deltona-Daytona Beach-Ormond Beach, FL Metropolitan Statistical Area

Principal Cities: Deltona, Daytona Beach, Ormond Beach, Deland

Flagler County, Volusia County

19740 Denver-Aurora-Lakewood, CO Metropolitan Statistical Area

Principal Cities: Denver, Aurora, Lakewood, Centennial, Broomfield, Commerce City

Adams County, Arapahoe County, Broomfield County, Clear Creek County, Denver County, Douglas County, Elbert County, Gilpin County, Jefferson County, Park County

19780 Des Moines-West Des Moines, IA Metropolitan Statistical Area

Principal Cities: Des Moines, West Des Moines

Dallas County, Guthrie County, Jasper County, Madison County, Polk County, Warren County

19820 Detroit-Warren-Dearborn, MI Metropolitan Statistical Area

Principal Cities: Detroit, Warren, Dearborn, Livonia, Troy, Farmington Hills, Southfield, Taylor, Pontiac, Novi

Wayne County, Lapeer County, Livingston County, Macomb County, Oakland County, St. Clair County

20020 Dothan, AL Metropolitan Statistical Area

Principal City: Dothan

Geneva County, Henry County, Houston County

20100 Dover, DE Metropolitan Statistical Area

Principal City: Dover

Kent County

20220 Dubuque, IA Metropolitan Statistical Area

Principal City: Dubuque

Dubuque County

20260 Duluth, MN-WI Metropolitan Statistical Area

Principal City: Duluth, MN

Carlton County, MN; Lake County, MN; St. Louis County, MN; Douglas County, WI

20500 Durham-Chapel Hill, NC Metropolitan Statistical Area

Principal Cities: Durham, Chapel Hill

Chatham County, Durham County, Granville County, Orange County, Person County

20700 East Stroudsburg, PA Metropolitan Statistical Area

Principal City: East Stroudsburg

Monroe County

20740 Eau Claire, WI Metropolitan Statistical Area

Principal City: Eau Claire

Chippewa County, Eau Claire County

20940 El Centro, CA Metropolitan Statistical Area

Principal City: El Centro

Imperial County

21060 Elizabethtown-Fort Knox, KY Metropolitan Statistical Area

Principal Cities: Elizabethtown, Fort Knox

Hardin County, Larue County, Meade County

21140 Elkhart-Goshen, IN Metropolitan Statistical Area

Principal Cities: Elkhart, Goshen

Elkhart County

21300 Elmira, NY Metropolitan Statistical Area

Principal City: Elmira

Chemung County

21340 El Paso, TX Metropolitan Statistical Area

Principal City: El Paso

El Paso County, Hudspeth County

21420 Enid, OK Metropolitan Statistical Area

Principal City: Enid

Garfield County

21500 Erie, PA Metropolitan Statistical Area

Principal City: Erie

Erie County

21660 Eugene-Springfield, OR Metropolitan Statistical Area

Principal Cities: Eugene, Springfield

Lane County

21780 Evansville, IN-KY Metropolitan Statistical Area

Principal City: Evansville, IN

Posey County, IN; Vanderburgh County, IN; Warrick County, IN; Henderson County, KY

21820 Fairbanks, AK Metropolitan Statistical Area

Principal City: Fairbanks

Fairbanks North Star Borough

22020 Fargo, ND-MN Metropolitan Statistical Area

Principal City: Fargo, ND

Clay County, MN; Cass County, ND

22140 Farmington, NM Metropolitan Statistical Area

Principal City: Farmington

San Juan County

22180 Fayetteville, NC Metropolitan Statistical Area

Principal City: Fayetteville

Cumberland County, Harnett County, Hoke County

22220 Fayetteville-Springdale-Rogers, AR Metropolitan Statistical Area

Principal Cities: Fayetteville, Springdale, Rogers, Bentonville

Benton County, Madison County, Washington County

22380 Flagstaff, AZ Metropolitan Statistical Area

Principal City: Flagstaff

Coconino County

22420 Flint, MI Metropolitan Statistical Area

Principal City: Flint

Genesee County

22500 Florence, SC Metropolitan Statistical Area

Principal City: Florence

Darlington County, Florence County

22520 Florence-Muscle Shoals, AL Metropolitan Statistical Area

Principal Cities: Florence, Muscle Shoals

Colbert County, Lauderdale County

22540 Fond du Lac, WI Metropolitan Statistical Area

Principal City: Fond du Lac

Fond du Lac County

22660 Fort Collins, CO Metropolitan Statistical Area

Principal City: Fort Collins

Larimer County

22900 Fort Smith, AR-OK Metropolitan Statistical Area

Principal City: Fort Smith, AR

Crawford County, AR; Franklin County, AR; Sebastian County, AR; Sequoyah County, OK

23060 Fort Wayne, IN Metropolitan Statistical Area

Principal City: Fort Wayne

Allen County, Whitley County

23420 Fresno, CA Metropolitan Statistical Area

Principal City: Fresno

Fresno County

23460 Gadsden, AL Metropolitan Statistical Area

Principal City: Gadsden

Etowah County

23540 Gainesville, FL Metropolitan Statistical Area

Principal City: Gainesville

Alachua County, Gilchrist County, Levy County

23580 Gainesville, GA Metropolitan Statistical Area

Principal City: Gainesville

Hall County

23900 Gettysburg, PA Metropolitan Statistical Area

Principal City: Gettysburg

Adams County

24020 Glens Falls, NY Metropolitan Statistical Area

Principal City: Glens Falls
Warren County, Washington County

24140 Goldsboro, NC Metropolitan Statistical Area
Principal City: Goldsboro
Wayne County

24220 Grand Forks, ND-MN Metropolitan Statistical Area
Principal City: Grand Forks, ND
Polk County, MN; Grand Forks County, ND

24260 Grand Island, NE Metropolitan Statistical Area
Principal City: Grand Island
Hall County, Howard County, Merrick County

24300 Grand Junction, CO Metropolitan Statistical Area
Principal City: Grand Junction
Mesa County

24340 Grand Rapids-Kentwood, MI Metropolitan Statistical Area
Principal Cities: Grand Rapids, Kentwood
Ionia County, Kent County, Montcalm County, Ottawa County

24420 Grants Pass, OR Metropolitan Statistical Area
Principal City: Grants Pass
Josephine County

24500 Great Falls, MT Metropolitan Statistical Area
Principal City: Great Falls
Cascade County

24540 Greeley, CO Metropolitan Statistical Area
Principal City: Greeley

Weld County

24580 Green Bay, WI Metropolitan Statistical Area

Principal City: Green Bay

Brown County, Kewaunee County, Oconto County

24660 Greensboro-High Point, NC Metropolitan Statistical Area

Principal Cities: Greensboro, High Point

Guilford County, Randolph County, Rockingham County

24780 Greenville, NC Metropolitan Statistical Area

Principal City: Greenville

Pitt County

24860 Greenville-Anderson, SC Metropolitan Statistical Area

Principal Cities: Greenville, Anderson

Anderson County, Greenville County, Laurens County, Pickens County

25060 Gulfport-Biloxi, MS Metropolitan Statistical Area

Principal Cities: Gulfport, Biloxi

Hancock County, Harrison County, Jackson County, Stone County

25180 Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area

Principal Cities: Hagerstown, MD; Martinsburg, WV

Washington County, MD; Berkeley County, WV; Morgan County, WV

25220 Hammond, LA Metropolitan Statistical Area

Principal City: Hammond

Tangipahoa Parish

25260 Hanford-Corcoran, CA Metropolitan Statistical Area

Principal Cities: Hanford, Corcoran

Kings County

25420 Harrisburg-Carlisle, PA Metropolitan Statistical Area

Principal Cities: Harrisburg, Carlisle

Cumberland County, Dauphin County, Perry County

25500 Harrisonburg, VA Metropolitan Statistical Area

Principal City: Harrisonburg

Rockingham County, Harrisonburg city

25540 Hartford-East Hartford-Middletown, CT Metropolitan Statistical Area

Principal Cities: Hartford, East Hartford, Middletown

Hartford County, Middlesex County, Tolland County

25620 Hattiesburg, MS Metropolitan Statistical Area

Principal City: Hattiesburg

Covington County, Forrest County, Lamar County, Perry County

25860 Hickory-Lenoir-Morganton, NC Metropolitan Statistical Area

Principal Cities: Hickory, Lenoir, Morganton

Alexander County, Burke County, Caldwell County, Catawba County

25940 Hilton Head Island-Bluffton, SC Metropolitan Statistical Area

Principal Cities: Hilton Head Island, Bluffton

Beaufort County, Jasper County

25980 Hinesville, GA Metropolitan Statistical Area

Principal City: Hinesville

Liberty County, Long County

26140 Homosassa Springs, FL Metropolitan Statistical Area

Principal City: Homosassa Springs

Citrus County

26300 Hot Springs, AR Metropolitan Statistical Area

Principal City: Hot Springs

Garland County

26380 Houma-Thibodaux, LA Metropolitan Statistical Area

Principal Cities: Houma, Thibodaux

Lafourche Parish, Terrebonne Parish

26420 Houston-The Woodlands-Sugar Land, TX Metropolitan Statistical Area

Principal Cities: Houston, The Woodlands, Sugar Land, Baytown, Conroe, Galveston

Austin County, Brazoria County, Chambers County, Fort Bend County, Galveston County, Harris County, Liberty County, Montgomery County, Waller County

26580 Huntington-Ashland, WV-KY-OH Metropolitan Statistical Area

Principal Cities: Huntington, WV; Ashland, KY

Boyd County, KY; Carter County, KY; Greenup County, KY; Lawrence County, OH; Cabell County, WV; Putnam County, WV; Wayne County, WV

26620 Huntsville, AL Metropolitan Statistical Area

Principal City: Huntsville

Limestone County, Madison County

26820 Idaho Falls, ID Metropolitan Statistical Area

Principal City: Idaho Falls

Bonneville County, Butte County, Jefferson County

26900 Indianapolis-Carmel-Anderson, IN Metropolitan Statistical Area

Principal Cities: Indianapolis (balance), Carmel, Anderson

Boone County, Brown County, Hamilton County, Hancock County, Hendricks County, Johnson County, Madison County, Marion County, Morgan County, Putnam County, Shelby County

26980 Iowa City, IA Metropolitan Statistical Area

Principal City: Iowa City

Johnson County, Washington County

27060 Ithaca, NY Metropolitan Statistical Area

Principal City: Ithaca

Tompkins County

27100 Jackson, MI Metropolitan Statistical Area

Principal City: Jackson

Jackson County

27140 Jackson, MS Metropolitan Statistical Area

Principal City: Jackson

Copiah County, Hinds County, Holmes County, Madison County, Rankin County, Simpson County, Yazoo County

27180 Jackson, TN Metropolitan Statistical Area

Principal City: Jackson

Chester County, Crockett County, Gibson County, Madison County

27260 Jacksonville, FL Metropolitan Statistical Area

Principal City: Jacksonville

Baker County, Clay County, Duval County, Nassau County, St. Johns County

27340 Jacksonville, NC Metropolitan Statistical Area

Principal City: Jacksonville

Onslow County

27500 Janesville-Beloit, WI Metropolitan Statistical Area

Principal Cities: Janesville, Beloit

Rock County

27620 Jefferson City, MO Metropolitan Statistical Area

Principal City: Jefferson City

Callaway County, Cole County, Moniteau County, Osage County

27740 Johnson City, TN Metropolitan Statistical Area

Principal City: Johnson City

Carter County, Unicoi County, Washington County

27780 Johnstown, PA Metropolitan Statistical Area

Principal City: Johnstown

Cambria County

27860 Jonesboro, AR Metropolitan Statistical Area

Principal City: Jonesboro

Craighead County, Poinsett County

27900 Joplin, MO Metropolitan Statistical Area

Principal City: Joplin

Jasper County, Newton County

27980 Kahului-Wailuku-Lahaina, HI Metropolitan Statistical Area

Principal Cities: Kahului, Wailuku, Lahaina

Maui County

28020 Kalamazoo-Portage, MI Metropolitan Statistical Area

Principal Cities: Kalamazoo, Portage

Kalamazoo County

28100 Kankakee, IL Metropolitan Statistical Area

Principal City: Kankakee

Kankakee County

28140 Kansas City, MO-KS Metropolitan Statistical Area•

Principal Cities: Kansas City, MO; Overland Park, KS; Kansas City, KS; Lenexa, KS

Johnson County, KS; Leavenworth County, KS; Linn County, KS; Miami County, KS; Wyandotte County, KS; Bates County, MO; Caldwell County, MO; Cass County, MO; Clay County, MO; Clinton County, MO; Jackson County, MO; Lafayette County, MO; Platte County, MO; Ray County, MO

28420 Kennewick-Richland, WA Metropolitan Statistical Area

Principal Cities: Kennewick, Richland

Benton County, Franklin County

28660 Killeen-Temple, TX Metropolitan Statistical Area

Principal Cities: Killeen, Temple

Bell County, Coryell County, Lampasas County

28700 Kingsport-Bristol, TN-VA Metropolitan Statistical Area

Principal Cities: Kingsport, TN; Bristol, TN

Hawkins County, TN; Sullivan County, TN; Scott County, VA; Washington County, VA; Bristol city, VA

28740 Kingston, NY Metropolitan Statistical Area

Principal City: Kingston

Ulster County

28940 Knoxville, TN Metropolitan Statistical Area

Principal City: Knoxville

Anderson County, Blount County, Campbell County, Knox County, Loudon County, Morgan County, Roane County, Union County

29020 Kokomo, IN Metropolitan Statistical Area

Principal City: Kokomo

Howard County

29100 La Crosse-Onalaska, WI-MN Metropolitan Statistical Area

Principal Cities: La Crosse, WI; Onalaska, WI

Houston County, MN; La Crosse County, WI

29180 Lafayette, LA Metropolitan Statistical Area

Principal City: Lafayette

Acadia Parish, Iberia Parish, Lafayette Parish, St. Martin Parish, Vermilion Parish

29200 Lafayette-West Lafayette, IN Metropolitan Statistical Area

Principal Cities: Lafayette, West Lafayette

Benton County, Carroll County, Tippecanoe County, Warren County

29340 Lake Charles, LA Metropolitan Statistical Area

Principal City: Lake Charles

Calcasieu Parish, Cameron Parish

29420 Lake Havasu City-Kingman, AZ Metropolitan Statistical Area

Principal Cities: Lake Havasu City, Kingman

Mohave County

29460 Lakeland-Winter Haven, FL Metropolitan Statistical Area

Principal Cities: Lakeland, Winter Haven

Polk County

29540 Lancaster, PA Metropolitan Statistical Area

Principal City: Lancaster

Lancaster County

29620 Lansing-East Lansing, MI Metropolitan Statistical Area

Principal Cities: Lansing, East Lansing

Clinton County, Eaton County, Ingham County, Shiawassee County

29700 Laredo, TX Metropolitan Statistical Area

Principal City: Laredo

Webb County

29740 Las Cruces, NM Metropolitan Statistical Area

Principal City: Las Cruces

Dofia Ana County

29820 Las Vegas-Henderson-Paradise, NV Metropolitan Statistical Area

Principal Cities: Las Vegas, Henderson, Paradise

Clark County

29940 Lawrence, KS Metropolitan Statistical Area

Principal City: Lawrence

Douglas County

30020 Lawton, OK Metropolitan Statistical Area

Principal City: Lawton

Comanche County, Cotton County

30140 Lebanon, PA Metropolitan Statistical Area

Principal City: Lebanon

Lebanon County

30300 Lewiston, ID-WA Metropolitan Statistical Area

Principal City: Lewiston, ID

Nez Perce County, ID; Asotin County, WA

30340 Lewiston-Auburn, ME Metropolitan Statistical Area

Principal Cities: Lewiston, Auburn

Androscoggin County

30460 Lexington-Fayette, KY Metropolitan Statistical Area

Principal City: Lexington-Fayette

Bourbon County, Clark County, Fayette County, Jessamine County, Scott County, Woodford County

30620 Lima, OH Metropolitan Statistical Area

Principal City: Lima

Allen County

30700 Lincoln, NE Metropolitan Statistical Area

Principal City: Lincoln

Lancaster County, Seward County

30780 Little Rock-North Little Rock-Conway, AR Metropolitan Statistical Area

Principal Cities: Little Rock, North Little Rock, Conway

Faulkner County, Grant County, Lonoke County, Perry County, Pulaski County, Saline County

30860 Logan, UT-ID Metropolitan Statistical Area

Principal City: Logan, UT

Franklin County, ID; Cache County, UT

30980 Longview, TX Metropolitan Statistical Area

Principal City: Longview

Gregg County, Harrison County, Rusk County, Upshur County

31020 Longview, WA Metropolitan Statistical Area

Principal City: Longview

Cowlitz County

31080 Los Angeles-Long Beach-Anaheim, CA Metropolitan Statistical Area

Principal Cities: Los Angeles, Long Beach, Anaheim, Santa Ana, Irvine, Glendale, Torrance, Pasadena, Orange, Costa Mesa, Burbank, Carson, Santa Monica, Newport Beach, Tustin, Gardena, Arcadia, Fountain Valley

Orange County, Los Angeles County

31140 Louisville/Jefferson County, KY-IN Metropolitan Statistical Area

Principal City: Louisville/Jefferson County, KY

Clark County, IN; Floyd County, IN; Harrison County, IN; Washington County, IN; Bullitt County, KY; Henry County, KY; Jefferson County, KY; Oldham County, KY; Shelby County, KY; Spencer County, KY

31180 Lubbock, TX Metropolitan Statistical Area

Principal City: Lubbock

Crosby County, Lubbock County, Lynn County

31340 Lynchburg, VA Metropolitan Statistical Area

Principal City: Lynchburg

Amherst County, Appomattox County, Bedford County, Campbell County, Lynchburg city

31420 Macon-Bibb County, GA Metropolitan Statistical Area

Principal City: Macon-Bibb County

Bibb County, Crawford County, Jones County, Monroe County, Twiggs County

31460 Madera, CA Metropolitan Statistical Area

Principal City: Madera

Madera County

31540 Madison, WI Metropolitan Statistical Area

Principal City: Madison

Columbia County, Dane County, Green County, Iowa County

31700 Manchester-Nashua, NH Metropolitan Statistical Area

Principal Cities: Manchester, Nashua

Hillsborough County

31740 Manhattan, KS Metropolitan Statistical Area

Principal City: Manhattan

Geary County, Pottawatomie County, Riley County

31860 Mankato, MN Metropolitan Statistical Area

Principal City: Mankato
Blue Earth County, Nicollet County

31900 Mansfield, OH Metropolitan Statistical Area
Principal City: Mansfield
Richland County

32580 McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
Principal Cities: McAllen, Edinburg, Mission
Hidalgo County

32780 Medford, OR Metropolitan Statistical Area
Principal City: Medford
Jackson County

32820 Memphis, TN-MS-AR Metropolitan Statistical Area
Principal City: Memphis, TN
Crittenden County, AR; DeSoto County, MS; Marshall County, MS; Tate County, MS;
Tunica County, MS; Fayette County, TN; Shelby County, TN; Tipton County, TN

32900 Merced, CA Metropolitan Statistical Area
Principal City: Merced
Merced County

33100 Miami-Fort Lauderdale-Pompano Beach, FL Metropolitan Statistical Area
Principal Cities: Miami, Fort Lauderdale, Pompano Beach, West Palm Beach, Boca Raton,
Sunrise, Miami Beach, Deerfield Beach, Kendall, Boynton Beach, Delray Beach, Jupiter,
Doral, Palm Beach Gardens, Coral Gables
Broward County, Miami-Dade County, Palm Beach County

33140 Michigan City-La Porte, IN Metropolitan Statistical Area
Principal Cities: Michigan City, La Porte
LaPorte County

33220 Midland, MI Metropolitan Statistical Area

Principal City: Midland

Midland County

33260 Midland, TX Metropolitan Statistical Area

Principal City: Midland

Martin County, Midland County

33340 Milwaukee-Waukesha, WI Metropolitan Statistical Area

Principal Cities: Milwaukee, Waukesha

Milwaukee County, Ozaukee County, Washington County, Waukesha County

33460 Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan Statistical Area

Principal Cities: Minneapolis, MN; St. Paul, MN; Bloomington, MN; Plymouth, MN; Eagan, MN; Eden Prairie, MN; Minnetonka, MN; Edina, MN

Anoka County, MN; Carver County, MN; Chisago County, MN; Dakota County, MN; Hennepin County, MN; Isanti County, MN; Le Sueur County, MN; Mille Lacs County, MN; Ramsey County, MN; Scott County, MN; Sherburne County, MN; Washington County, MN; Wright County, MN; Pierce County, WI; St. Croix County, WI

33540 Missoula, MT Metropolitan Statistical Area

Principal City: Missoula

Missoula County

33660 Mobile, AL Metropolitan Statistical Area

Principal City: Mobile

Mobile County, Washington County

33700 Modesto, CA Metropolitan Statistical Area

Principal City: Modesto

Stanislaus County

33740 Monroe, LA Metropolitan Statistical Area

Principal City: Monroe
Morehouse Parish, Ouachita Parish, Union Parish

33780 Monroe, MI Metropolitan Statistical Area
Principal City: Monroe
Monroe County

33860 Montgomery, AL Metropolitan Statistical Area
Principal City: Montgomery
Autauga County, Elmore County, Lowndes County, Montgomery County

34060 Morgantown, WV Metropolitan Statistical Area
Principal City: Morgantown
Monongalia County, Preston County

34100 Morristown, TN Metropolitan Statistical Area
Principal City: Morristown
Grainger County, Hamblen County, Jefferson County

34580 Mount Vernon-Anacortes, WA Metropolitan Statistical Area
Principal Cities: Mount Vernon, Anacortes
Skagit County

34620 Muncie, IN Metropolitan Statistical Area
Principal City: Muncie
Delaware County

34740 Muskegon, MI Metropolitan Statistical Area
Principal City: Muskegon
Muskegon County

34820 Myrtle Beach-Conway-North Myrtle Beach, SC-NC Metropolitan Statistical Area
Principal Cities: Myrtle Beach, SC; Conway, SC; North Myrtle Beach, SC

Brunswick County, NC; Horry County, SC

34900 Napa, CA Metropolitan Statistical Area

Principal City: Napa

Napa County

34940 Naples-Marco Island, FL Metropolitan Statistical Area

Principal Cities: Naples, Marco Island

Collier County

34980 Nashville-Davidson--Murfreesboro--Franklin, TN Metropolitan Statistical Area

Principal Cities: Nashville-Davidson (balance), Murfreesboro, Franklin

Cannon County, Cheatham County, Davidson County, Dickson County, Macon County, Maury County, Robertson County, Rutherford County, Smith County, Sumner County, Trousdale County, Williamson County, Wilson County

35100 New Bern, NC Metropolitan Statistical Area

Principal City: New Bern

Craven County, Jones County, Pamlico County

35300 New Haven-Milford, CT Metropolitan Statistical Area

Principal Cities: New Haven, Milford (balance)

New Haven County

35380 New Orleans-Metairie, LA Metropolitan Statistical Area

Principal Cities: New Orleans, Metairie

Jefferson Parish, Orleans Parish, Plaquemines Parish, St. Bernard Parish, St. Charles Parish, St. James Parish, St. John the Baptist Parish, St. Tammany Parish

35620 New York-Newark-Jersey City, NY-NJ-PA Metropolitan Statistical Area

Principal Cities: New York, NY; Newark, NJ; Jersey City, NJ; White Plains, NY; New Brunswick, NJ; Lakewood, NJ

Nassau County, NY; Suffolk County, NY; Essex County, NJ; Hunterdon County, NJ; Morris County, NJ; Sussex County, NJ; Union County, NJ; Pike County, PA; Middlesex County, NJ;

Monmouth County, NJ; Ocean County, NJ; Somerset County, NJ; Bergen County, NJ; Hudson County, NJ; Passaic County, NJ; Bronx County, NY; Kings County, NY; New York County, NY; Putnam County, NY; Queens County, NY; Richmond County, NY; Rockland County, NY; Westchester County, NY

35660 Niles, MI Metropolitan Statistical Area

Principal City: Niles

Berrien County

35840 North Port-Sarasota-Bradenton, FL Metropolitan Statistical Area

Principal Cities: North Port, Sarasota, Bradenton, Venice

Manatee County, Sarasota County

35980 Norwich-New London, CT Metropolitan Statistical Area

Principal Cities: Norwich, New London

New London County

36100 Ocala, FL Metropolitan Statistical Area

Principal City: Ocala

Marion County

36140 Ocean City, NJ Metropolitan Statistical Area

Principal City: Ocean City

Cape May County

36220 Odessa, TX Metropolitan Statistical Area Principal City: Odessa

Ector County

36260 Ogden-Clearfield, UT Metropolitan Statistical Area

Principal Cities: Ogden, Clearfield

Box Elder County, Davis County, Morgan County, Weber County

36420 Oklahoma City, OK Metropolitan Statistical Area

Principal City: Oklahoma City

Canadian County, Cleveland County, Grady County, Lincoln County, Logan County, McClain County, Oklahoma County

36500 Olympia-Lacey-Tumwater, WA Metropolitan Statistical Area

Principal Cities: Olympia, Lacey, Tumwater

Thurston County

36540 Omaha-Council Bluffs, NE-IA Metropolitan Statistical Area

Principal Cities: Omaha, NE; Council Bluffs, IA

Harrison County, IA; Mills County, IA; Pottawattamie County, IA; Cass County, NE; Douglas County, NE; Sarpy County, NE; Saunders County, NE; Washington County, NE

36740 Orlando-Kissimmee-Sanford, FL Metropolitan Statistical Area

Principal Cities: Orlando, Kissimmee, Sanford

Lake County, Orange County, Osceola County, Seminole County

36780 Oshkosh-Neenah, WI Metropolitan Statistical Area

Principal Cities: Oshkosh, Neenah

Winnebago County

36980 Owensboro, KY Metropolitan Statistical Area

Principal City: Owensboro

Daviess County, Hancock County, McLean County

37100 Oxnard-Thousand Oaks-Ventura, CA Metropolitan Statistical Area

Principal Cities: Oxnard, Thousand Oaks, San Buenaventura (Ventura), Camarillo

Ventura County

37340 Palm Bay-Melbourne-Titusville, FL Metropolitan Statistical Area

Principal Cities: Palm Bay, Melbourne, Titusville

Brevard County

37460 Panama City, FL Metropolitan Statistical Area

Principal City: Panama City

Bay County

37620 Parkersburg-Vienna, WV Metropolitan Statistical Area

Principal Cities: Parkersburg, Vienna

Wirt County, Wood County

37860 Pensacola-Ferry Pass-Brent, FL Metropolitan Statistical Area

Principal Cities: Pensacola, Ferry Pass, Brent

Escambia County, Santa Rosa County

37900 Peoria, IL Metropolitan Statistical Area

Principal City: Peoria

Fulton County, Marshall County, Peoria County, Stark County, Tazewell County, Woodford County

37980 Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area

Principal Cities: Philadelphia, PA; Camden, NJ; Wilmington, DE

Burlington County, NJ; Camden County, NJ; Gloucester County, NJ; Bucks County, PA; Chester County, PA; Montgomery County, PA; Delaware County, PA; Philadelphia County, PA; New Castle County, DE; Cecil County, MD; Salem County, NJ

38060 Phoenix-Mesa-Chandler, AZ Metropolitan Statistical Area

Principal Cities: Phoenix, Mesa, Chandler, Scottsdale, Tempe, Casa Grande

Maricopa County, Pinal County

38220 Pine Bluff, AR Metropolitan Statistical Area

Principal City: Pine Bluff

Cleveland County, Jefferson County, Lincoln County

38300 Pittsburgh, PA Metropolitan Statistical Area

Principal City: Pittsburgh

Allegheny County, Armstrong County, Beaver County, Butler County, Fayette County, Washington County, Westmoreland County

38340 Pittsfield, MA Metropolitan Statistical Area

Principal City: Pittsfield

Berkshire County

38540 Pocatello, ID Metropolitan Statistical Area

Principal City: Pocatello

Bannock County, Power County

38860 Portland-South Portland, ME Metropolitan Statistical Area

Principal Cities: Portland, South Portland

Cumberland County, Sagadahoc County, York County

38900 Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area

Principal Cities: Portland, OR; Vancouver, WA; Hillsboro, OR; Beaverton, OR; Tigard, OR
Clackamas County, OR; Columbia County, OR; Multnomah County, OR; Washington
County, OR; Yamhill County, OR; Clark County, WA; Skamania County, WA

38940 Port St. Lucie, FL Metropolitan Statistical Area

Principal City: Port St. Lucie

Martin County, St. Lucie County

39100 Poughkeepsie-Newburgh-Middletown, NY Metropolitan Statistical Area

Principal Cities: Poughkeepsie, Newburgh, Middletown, Woodbury

Dutchess County, Orange County

39150 Prescott Valley-Prescott, AZ Metropolitan Statistical Area

Principal Cities: Prescott Valley, Prescott

Yavapai County

39300 Providence-Warwick, RI-MA Metropolitan Statistical Area

Principal Cities: Providence, RI; Warwick, RI

Bristol County, MA; Bristol County, RI; Kent County, RI; Newport County, RI; Providence County, RI; Washington County, RI

39340 Provo-Orem, UT Metropolitan Statistical Area

Principal Cities: Provo, Orem

Juab County, Utah County

39380 Pueblo, CO Metropolitan Statistical Area

Principal City: Pueblo

Pueblo County

39460 Punta Gorda, FL Metropolitan Statistical Area

Principal City: Punta Gorda

Charlotte County

39540 Racine, WI Metropolitan Statistical Area

Principal City: Racine

Racine County

39580 Raleigh-Cary, NC Metropolitan Statistical Area

Principal Cities: Raleigh, Cary

Franklin County, Johnston County, Wake County

39660 Rapid City, SD Metropolitan Statistical Area

Principal City: Rapid City

Meade County, Pennington County

39740 Reading, PA Metropolitan Statistical Area

Principal City: Reading

Berks County

39820 Redding, CA Metropolitan Statistical Area

Principal City: Redding
Shasta County

39900 Reno, NV Metropolitan Statistical Area

Principal City: Reno
Storey County, Washoe County

40060 Richmond, VA Metropolitan Statistical Area

Principal City: Richmond

Amelia County, Charles City County, Chesterfield County, Dinwiddie County, Goochland County, Hanover County, Henrico County, King and Queen County, King William County, New Kent County, Powhatan County, Prince George County, Sussex County, Colonial Heights city, Hopewell city, Petersburg city, Richmond city

40140 Riverside-San Bernardino-Ontario, CA Metropolitan Statistical Area

Principal Cities: Riverside, San Bernardino, Ontario, Corona, Temecula, Chino, Redlands, Palm Desert

Riverside County, San Bernardino County

40220 Roanoke, VA Metropolitan Statistical Area

Principal City: Roanoke

Botetourt County, Craig County, Franklin County, Roanoke County, Roanoke city, Salem city

40340 Rochester, MN Metropolitan Statistical Area

Principal City: Rochester

Dodge County, Fillmore County, Olmsted County, Wabasha County

40380 Rochester, NY Metropolitan Statistical Area

Principal City: Rochester

Livingston County, Monroe County, Ontario County, Orleans County, Wayne County, Yates County

40420 Rockford, IL Metropolitan Statistical Area

Principal City: Rockford
Boone County, Winnebago County

40580 Rocky Mount, NC Metropolitan Statistical Area
Principal City: Rocky Mount
Edgecombe County, Nash County

40660 Rome, GA Metropolitan Statistical Area
Principal City: Rome
Floyd County

40900 Sacramento-Roseville-Folsom, CA Metropolitan Statistical Area
Principal Cities: Sacramento, Roseville, Folsom, Rancho Cordova, West Sacramento
El Dorado County, Placer County, Sacramento County, Yolo County

40980 Saginaw, MI Metropolitan Statistical Area
Principal City: Saginaw
Saginaw County

41060 St. Cloud, MN Metropolitan Statistical Area
Principal City: St. Cloud
Benton County, Stearns County

41100 St. George, UT Metropolitan Statistical Area
Principal City: St. George
Washington County

41140 St. Joseph, MO-KS Metropolitan Statistical Area
Principal City: St. Joseph, MO
Doniphan County, KS; Andrew County, MO; Buchanan County, MO; DeKalb County, MO

41180 St. Louis, MO-IL Metropolitan Statistical Area
Principal Cities: St. Louis, MO; St. Charles, MO

Bond County, IL; Calhoun County, IL; Clinton County, IL; Jersey County, IL; Macoupin County, IL; Madison County, IL; Monroe County, IL; St. Clair County, IL; Crawford County, MO; Franklin County, MO; Jefferson County, MO; Lincoln County, MO; St. Charles County, MO; St. Louis County, MO; Warren County, MO; St. Louis city, MO

41420 Salem, OR Metropolitan Statistical Area

Principal City: Salem

Marion County, Polk County

41500 Salinas, CA Metropolitan Statistical Area

Principal City: Salinas

Monterey County

41540 Salisbury, MD-DE Metropolitan Statistical Area

Principal City: Salisbury, MD

Sussex County, DE; Somerset County, MD; Wicomico County, MD; Worcester County, MD

41620 Salt Lake City, UT Metropolitan Statistical Area

Principal City: Salt Lake City

Salt Lake County, Tooele County

41660 San Angelo, TX Metropolitan Statistical Area

Principal City: San Angelo

Irion County, Sterling County, Tom Green County

41700 San Antonio-New Braunfels, TX Metropolitan Statistical Area

Principal Cities: San Antonio, New Braunfels

Atascosa County, Bandera County, Bexar County, Comal County, Guadalupe County, Kendall County, Medina County, Wilson County

41740 San Diego-Chula Vista-Carlsbad, CA Metropolitan Statistical Area

Principal Cities: San Diego, Chula Vista, Carlsbad, Poway

San Diego County

41860 San Francisco-Oakland-Berkeley, CA Metropolitan Statistical Area

Principal Cities: San Francisco, Oakland, Berkeley, San Mateo, Livermore, Redwood City, Pleasanton, San Ramon, Walnut Creek, South San Francisco, San Rafael

Alameda County, Contra Costa County, San Francisco County, San Mateo County, Marin County

41940 San Jose-Sunnyvale-Santa Clara, CA Metropolitan Statistical Area

Principal Cities: San Jose, Sunnyvale, Santa Clara, Mountain View, Milpitas, Palo Alto, Cupertino

San Benito County, Santa Clara County

42020 San Luis Obispo-Paso Robles, CA Metropolitan Statistical Area

Principal Cities: San Luis Obispo, El Paso de Robles (Paso Robles)

San Luis Obispo County

42100 Santa Cruz-Watsonville, CA Metropolitan Statistical Area

Principal Cities: Santa Cruz, Watsonville

Santa Cruz County

42140 Santa Fe, NM Metropolitan Statistical Area

Principal City: Santa Fe

Santa Fe County

42200 Santa Maria-Santa Barbara, CA Metropolitan Statistical Area

Principal Cities: Santa Maria, Santa Barbara

Santa Barbara County

42220 Santa Rosa-Petaluma, CA Metropolitan Statistical Area

Principal Cities: Santa Rosa, Petaluma

Sonoma County

42340 Savannah, GA Metropolitan Statistical Area

Principal City: Savannah

Bryan County, Chatham County, Effingham County

42540 Scranton--Wilkes-Barre, PA Metropolitan Statistical Area

Principal Cities: Scranton, Wilkes-Barre

Lackawanna County, Luzerne County, Wyoming County

42660 Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area

Principal Cities: Seattle, Tacoma, Bellevue, Kent, Everett, Renton, Auburn, Redmond, Lakewood

King County, Snohomish County, Pierce County

42680 Sebastian-Vero Beach, FL Metropolitan Statistical Area

Principal Cities: Sebastian, Vero Beach

Indian River County

42700 Sebring-Avon Park, FL Metropolitan Statistical Area

Principal Cities: Sebring, Avon Park

Highlands County

43100 Sheboygan, WI Metropolitan Statistical Area

Principal City: Sheboygan

Sheboygan County

43300 Sherman-Denison, TX Metropolitan Statistical Area

Principal Cities: Sherman, Denison

Grayson County

43340 Shreveport-Bossier City, LA Metropolitan Statistical Area

Principal Cities: Shreveport, Bossier City

Bossier Parish, Caddo Parish, De Soto Parish

43420 Sierra Vista-Douglas, AZ Metropolitan Statistical Area

Principal Cities: Sierra Vista, Douglas

Cochise County

43580 Sioux City, IA-NE-SD Metropolitan Statistical Area

Principal City: Sioux City, IA

Woodbury County, IA; Dakota County, NE; Dixon County, NE; Union County, SD

43620 Sioux Falls, SD Metropolitan Statistical Area

Principal City: Sioux Falls

Lincoln County, McCook County, Minnehaha County, Turner County

43780 South Bend-Mishawaka, IN-MI Metropolitan Statistical Area

Principal Cities: South Bend, IN; Mishawaka, IN

St. Joseph County, IN; Cass County, MI

43900 Spartanburg, SC Metropolitan Statistical Area

Principal City: Spartanburg

Spartanburg County

44060 Spokane-Spokane Valley, WA Metropolitan Statistical Area

Principal Cities: Spokane, Spokane Valley

Spokane County, Stevens County

44100 Springfield, IL Metropolitan Statistical Area

Principal City: Springfield

Menard County, Sangamon County

44140 Springfield, MA Metropolitan Statistical Area

Principal City: Springfield

Franklin County, Hampden County, Hampshire County

44180 Springfield, MO Metropolitan Statistical Area

Principal City: Springfield

Christian County, Dallas County, Greene County, Polk County, Webster County

44220 Springfield, OH Metropolitan Statistical Area

Principal City: Springfield

Clark County

44300 State College, PA Metropolitan Statistical Area

Principal City: State College

Centre County

44420 Staunton, VA Metropolitan Statistical Area

Principal City: Staunton

Augusta County, Staunton city, Waynesboro city

44700 Stockton, CA Metropolitan Statistical Area

Principal City: Stockton

San Joaquin County

44940 Sumter, SC Metropolitan Statistical Area

Principal City: Sumter

Clarendon County, Sumter County

45060 Syracuse, NY Metropolitan Statistical Area

Principal City: Syracuse

Madison County, Onondaga County, Oswego County

45220 Tallahassee, FL Metropolitan Statistical Area

Principal City: Tallahassee

Gadsden County, Jefferson County, Leon County, Wakulla County

45300 Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area

Principal Cities: Tampa, St. Petersburg, Clearwater, Largo, Pinellas Park

Hernando County, Hillsborough County, Pasco County, Pinellas County

45460 Terre Haute, IN Metropolitan Statistical Area

Principal City: Terre Haute

Clay County, Parke County, Sullivan County, Vermillion County, Vigo County

45500 Texarkana, TX-AR Metropolitan Statistical Area

Principal City: Texarkana, TX

Little River County, AR; Miller County, AR; Bowie County, TX

45540 The Villages, FL Metropolitan Statistical Area

Principal City: The Villages

Sumter County

45780 Toledo, OH Metropolitan Statistical Area

Principal City: Toledo

Fulton County, Lucas County, Ottawa County, Wood County

45820 Topeka, KS Metropolitan Statistical Area

Principal City: Topeka

Jackson County, Jefferson County, Osage County, Shawnee County, Wabaunsee County

45940 Trenton-Princeton, NJ Metropolitan Statistical Area

Principal Cities: Trenton, Princeton

Mercer County

46060 Tucson, AZ. Metropolitan Statistical Area

Principal City: Tucson

Pima County

46140 Tulsa, OK Metropolitan Statistical Area

Principal City: Tulsa

Creek County, Okmulgee County, Osage County, Pawnee County, Rogers County, Tulsa County, Wagoner County

46220 Tuscaloosa, AL Metropolitan Statistical Area

Principal City: Tuscaloosa

Greene County, Hale County, Pickens County, Tuscaloosa County

46300 Twin Falls, ID Metropolitan Statistical Area

Principal City: Twin Falls

Jerome County, Twin Falls County

46340 Tyler, TX Metropolitan Statistical Area

Principal City: Tyler

Smith County

46520 Urban Honolulu, HI Metropolitan Statistical Area

Principal City: Urban Honolulu

Honolulu County

46540 Utica-Rome, NY Metropolitan Statistical Area

Principal Cities: Utica, Rome

Herkimer County, Oneida County

46660 Valdosta, GA Metropolitan Statistical Area

Principal City: Valdosta

Brooks County, Echols County, Lanier County, Lowndes County

46700 Vallejo, CA Metropolitan Statistical Area

Principal City: Vallejo

Solano County

47020 Victoria, TX Metropolitan Statistical Area

Principal City: Victoria

Goliad County, Victoria County

47220 Vineland-Bridgeton, NJ Metropolitan Statistical Area

Principal Cities: Vineland, Bridgeton
Cumberland County

47260 Virginia Beach-Norfolk-Newport News, VA-NC Metropolitan Statistical Area

Principal Cities: Virginia Beach, VA; Norfolk, VA; Newport News, VA; Hampton, VA; Portsmouth, VA

Camden County, NC; Currituck County, NC; Gates County, NC; Gloucester County, VA; Isle of Wight County, VA; James City County, VA; Mathews County, VA; Southampton County, VA; York County, VA; Chesapeake city, VA; Franklin city, VA; Hampton city, VA; Newport News city, VA; Norfolk city, VA; Poquoson city, VA; Portsmouth city, VA; Suffolk city, VA; Virginia Beach city, VA; Williamsburg city, VA

47300 Visalia, CA Metropolitan Statistical Area

Principal City: Visalia

Tulare County

47380 Waco, TX Metropolitan Statistical Area

Principal City: Waco

Falls County, McLennan County

47460 Walla Walla, WA Metropolitan Statistical Area

Principal City: Walla Walla

Walla Walla County

47580 Warner Robins, GA Metropolitan Statistical Area

Principal City: Warner Robins

Houston County, Peach County

47900 Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area

Principal Cities: Washington, DC; Arlington, VA; Alexandria, VA; Frederick, MD; Gaithersburg, MD; Rockville, MD; Bethesda, MD; Reston, VA

Frederick County, MD; Montgomery County, MD; District of Columbia, DC; Calvert County, MD; Charles County, MD; Prince George's County, MD; Arlington County, VA; Clarke County, VA; Culpeper County, VA; Fairfax County, VA; Fauquier County, VA; Loudoun County, VA; Madison County, VA; Prince William County, VA; Rappahannock County, VA; Spotsylvania County, VA; Stafford County, VA; Warren County, VA; Alexandria city, VA;

Fairfax city, VA; Falls Church city, VA; Fredericksburg city, VA; Manassas city, VA; Manassas Park city, VA; Jefferson County, WV

47940 Waterloo-Cedar Falls, IA Metropolitan Statistical Area

Principal Cities: Waterloo, Cedar Falls

Black Hawk County, Bremer County, Grundy County

48060 Watertown-Fort Drum, NY Metropolitan Statistical Area

Principal Cities: Watertown, Fort Drum

Jefferson County

48140 Wausau-Weston, WI Metropolitan Statistical Area

Principal Cities: Wausau, Weston

Lincoln County, Marathon County

48260 Weirton-Steubenville, WV-OH Metropolitan Statistical Area

Principal Cities: Weirton, WV; Steubenville, OH

Jefferson County, OH; Brooke County, WV; Hancock County, WV

48300 Wenatchee, WA Metropolitan Statistical Area

Principal City: Wenatchee

Chelan County, Douglas County

48540 Wheeling, WV-OH Metropolitan Statistical Area

Principal City: Wheeling, WV

Belmont County, OH; Marshall County, WV; Ohio County, WV

48620 Wichita, KS Metropolitan Statistical Area

Principal City: Wichita

Butler County, Harvey County, Sedgwick County, Sumner County

48660 Wichita Falls, TX Metropolitan Statistical Area

Principal City: Wichita Falls

Archer County, Clay County, Wichita County

48700 Williamsport, PA Metropolitan Statistical Area

Principal City: Williamsport

Lycoming County

48900 Wilmington, NC Metropolitan Statistical Area

Principal City: Wilmington

New Hanover County, Pender County

49020 Winchester, VA-WV Metropolitan Statistical Area

Principal City: Winchester, VA

Frederick County, VA; Winchester city, VA; Hampshire County, WV

49180 Winston-Salem, NC Metropolitan Statistical Area

Principal City: Winston-Salem

Davidson County, Davie County, Forsyth County, Stokes County, Yadkin County

49340 Worcester, MA-CT Metropolitan Statistical Area

Principal City: Worcester, MA

Windham County, CT; Worcester County, MA

49420 Yakima, WA Metropolitan Statistical Area

Principal City: Yakima

Yakima County

49620 York-Hanover, PA Metropolitan Statistical Area

Principal Cities: York, Hanover

York County

49660 Youngstown-Warren-Boardman, OH-PA Metropolitan Statistical Area

Principal Cities: Youngstown, OH; Warren, OH; Boardman, OH

Mahoning County, OH; Trumbull County, OH; Mercer County, PA

49700 Yuba City, CA Metropolitan Statistical Area

Principal City: Yuba City

Sutter County, Yuba County

49740 Yuma, AZ Metropolitan Statistical Area

Principal City: Yuma

Yuma County

**Appendix D to Plaintiffs' First Requests for Production to UnitedHealth Group
Incorporated**

- UHG-2R-0013240925
- UHG-2R-0013240927
- UHG-2R-0013240930
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- UHG-2R-0013988512
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Exhibit 3

DX-#	Beginning Bates #	Relevant RFPs
170	CHNG-013945794	1st RFP at 4, 10, 2nd RFP at 2
171	CHNG-013945809	1st RFP at 18, 2nd RFP at 2
172	CHNG-013945812	1st RFP at 22, 2nd RFP at 2
173	CHNG-013945825	1st RFP at 18, 2nd RFP at 2
174	CHNG-013945829	1st RFP at 18, 2nd RFP at 2
175	CHNG-013945835	1st RFP at 7, 18, 2nd RFP at 2
176	CHNG-013945840	1st RFP at 7, 18, 2nd RFP at 2
177	CHNG-013945846	1st RFP at 7, 2nd RFP at 2
178	CHNG-013945847	1st RFP at 7, 2nd RFP at 2
179	CHNG-013945849	1st RFP at 7, 18, 25, 2nd RFP at 2
180	CHNG-013945852	1st RFP at 18, 29, 2nd RFP at 2
181	CHNG-013945854	1st RFP at 18, 29, 2nd RFP at 2
182	CHNG-013945861	1st RFP at 18, 29, 2nd RFP at 2
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186	CHNG-013945872	1st RFP at 18, 2nd RFP at 2
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190	CHNG-013945897	1st RFP at 18, 2nd RFP at 2
191	CHNG-013945900	1st RFP at 18, 29, 2nd RFP at 2
192	CHNG-013945902	1st RFP at 9, 13, 2nd RFP at 2
193	CHNG-013945903	1st RFP at 18, 29, 2nd RFP at 2
194	CHNG-013945950	1st RFP at 4, 17, 20, 22, 2nd RFP at 2
195	CHNG-013945987	2nd RFP at 2
196	CHNG-013946003	1st RFP at 18, 2nd RFP at 2
197	CHNG-013946010	1st RFP at 18, 2nd RFP at 2
199	CHNG-013946442	1st RFP at 13, 15, 23, 2nd RFP at 2.
200	CHNG-013946443	1st RFP at 7, 10, 2nd RFP at 2
201	CHNG-013946493	1st RFP at 18, 2nd RFP at 2
202	CHNG-013946502	1st RFP at 19, 2nd RFP at 2
203	CHNG-013946506	2nd RFP at 2
204	CHNG-013946521	1st RFP at 19, 2nd RFP at 2
205	CHNG-013946523	1st RFP at 19, 2nd RFP at 2
206	CHNG-013946536	1st RFP at 19, 2nd RFP at 2
207	CHNG-013946538	1st RFP 19, 2nd RFP at 2
208	CHNG-013946548	1st RFP 19, 2nd RFP at 2
209	CHNG-013946550	1st RFP 19, 2nd RFP at 2
210	CHNG-013946568	1st RFP 4, 20, 21, 22, 2nd RFP at 2
211	CHNG-013946578	2nd RFP at 2
212	CHNG-013946581	1st RFP at 19, 2nd RFP at 2

213	CHNG-013946600	1st RFP at 18, 2nd RFP at 2
214	CHNG-013946623 through CHNG-013956204	1st RFP 10, 2nd RFP at 2
215	CHNG-013956205	1st RFP at 18, 29, 2nd RFP at 2
216	CHNG-013956209	1st RFP at 10, 2nd RFP 2
217	CHNG-013956213	1st RFP at 10, 2nd RFP 2
218	CHNG-013956229	1st RFP at 10, 2nd RFP 2
219	CHNG-013956234	1st RFP at 10, 2nd RFP 2
220	CHNG-013956258	1st RFP at 18, 2nd RFP at 2
221	CHNG-013956488	1st RFP at 7, 10, 2nd RFP at 2
222	CHNG-013956491	1st RFP at 18, 2nd RFP at 2
223	CHNG-013956498	1st RFP at 1, 2, 2nd RFP at 2
224	CHNG-013956499	1st RFP at 10, 23, 24, 2nd RFP at 2
225	CHNG-013956564	1st RFP at 10, 2nd RFP at 2
226	CHNG-012956586	1st RFP at 10, 2nd RFP at 2
227	CHNG-013956623	1st RFP at 10, 2nd RFP at 2
228	CHNG-013956631	1st RFP at 10, 2nd RFP at 2
229	CHNG-013956645	1st RFP at 17, 2nd RFP at 2
230	CHNG-013956717	1st RFP at 17, 2nd RFP at 2
231	CHNG-013956752	1st RFP at 10, 2nd RFP at 2
232	CHNG-013956756	1st RFP at 18, 2nd RFP at 2
233	CHNG-013956757	1st RFP at 10, 2nd RFP at 2
234	CHNG-013956761	1st RFP at 19, 2nd RFP at 2
235	CHNG-013956762	2nd RFP at 2
236	CHNG-013959241	2nd RFP at 2
237	CHNG-013960728	2nd RFP at 2
238	CHNG-013960729	1st RFP at 10, 2nd RFP at 2
239	CHNG-013960730	1st RFP at 10, 2nd RFP at 2

Exhibit 4

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

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

UNITEDHEALTH GROUP INCORPORATED
and
CHANGE HEALTHCARE INC.,

Defendants.

Civil Action No. 1:22-cv-00481 (CJN)

**PLAINTIFFS' SECOND REQUESTS FOR PRODUCTION OF
DOCUMENTS TO DEFENDANT CHANGE HEALTHCARE INC.**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Local Rule 26.2(d) of the U.S District Court for the District of Columbia, the Scheduling and Case Management Order (ECF No. 42), and the Stipulated Protective Order and Order Governing Production of Investigation Materials (ECF No. 28), Plaintiffs United States of America, State of New York, and State of Minnesota hereby serve their Second Requests for Production of Documents on Defendant Change Healthcare Inc., and request that Defendant produce the documents and data requested herein in accordance with Local Rule 26.2(d) of the U.S. District Court for the District of Columbia, by no later than 28 days after service of this request. Documents shall be produced at the offices of the U.S. Department of Justice, Antitrust Division, Healthcare & Consumer Products Section, 450 Fifth Street, NW, Suite 4100, Washington, DC 20530.

DEFINITIONS

The terms defined below and used in each of the topics should be construed broadly to the fullest extent of their meaning in a good-faith effort to comply with the Federal Rules of Civil Procedure.

1. The terms “you,” “the company,” or “Change” means Change Healthcare Inc., its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures, and all of their directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between Change and any other person.

2. The term “United” means UnitedHealth Group Incorporated, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all of their present and former directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between the company and any other person.

3. The terms “and” and “or” have both conjunctive and disjunctive meanings.

4. The term “any” means each and every.

5. The term “ASO” means an administrative services-only contract, an administrative-services contract, or a contract between a TPA and a self-funded person where the TPA performs administrative services but does not underwrite or assume insurance risk, which remains with the self-funded person. Administrative services usually include claims processing, but may include other services such as actuarial analysis or utilization review.

6. The term “Claims Data” refers to any data relating to, or derived in whole or in

part from, healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a). Information shall be considered Claims Data even if it has been modified, cleaned, enhanced, aggregated, de-identified, or otherwise manipulated.

7. The term “Claims Editing” means a product or service used by a health insurer that involves application of edits or rules, whether custom or not, to healthcare claims during the pre-payment claims adjudication process using a rules engine and library of content containing rules or edits, including Change’s ClaimCheck or ClaimsXten (or any version of ClaimsXten such as ClaimsXten Select or ClaimsXten Cloud) and United’s Claims Edit System (CES) or any versions thereof.

8. The term “Claims Edits” means Claims Editing content, rules, or edits.

9. The term “Clearinghouse” or “Electronic Data Interchange (EDI) Clearinghouse” means “health care clearinghouse,” as defined in 45 C.F.R. § 160.103.

10. The term “Clearinghouse customers” refers to any person who relies directly or indirectly on a Clearinghouse to transmit, deliver, or receive any Clearinghouse transactions or Claims Data.

11. The term “Clearinghouse transactions” refers to healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a).

12. The term “commercial health insurance product” means each medical plan, health insurance product, and healthcare-financing product sold to employers, and other groups, and includes HMO, POS, PPO, EPO, ASO, stop loss, indemnity, high-deductible, self-insured, level-funded, and fully insured products or plans, but excludes Medicare Advantage, Medicaid, dental, vision, behavioral health, and workers’ compensation plans.

13. The term “communications” means, without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, audio recordings, meetings, interviews, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase “communications between” is defined to include instances where one party addresses the other party but the other party does not necessarily receive the transmission or respond.

14. The term “CSI” means competitively sensitive information or commercially sensitive information, including Claims Data, contract information, and payer-specific Claims Edits.

15. The term “Consultant” means any consultant, advisor, banker, broker, or other person retained or engaged by or on behalf of United or Change to (a) perform any analysis, (b) provide any advice, or (c) store or maintain any documents or data relating to the Transaction or any considered, proposed, or actual Divestiture, including McKinsey & Company. The term “Consultant” does not include testifying or consulting experts retained by counsel on behalf of Change and/or United for the purposes of this litigation (e.g., NERA, Compass Lexecon).

16. The term “covered lives” means the number of members that are eligible for benefits coverage on January 1 of each applicable year.

17. The term “Custodians” means the Custodians identified in Appendix A.

18. The term “Data Dictionary” means information about responsive databases or data sets that is sufficient to allow their reasonable use by Plaintiffs, including, for each table of information: (i) the size (number of records and overall volume); (ii) a general description; (iii) a list of field names; (iv) a definition for each field as it is used in the ordinary course of business, including the meanings of all codes that can appear as field values; (v) the format, including variable type and length, of each field; (vi) the primary key in a given table that

defines a unique observation; (vii) clear and readable schemas that show how to combine or merge corresponding tables; and (viii) any user guides that explain common use of fields and/or how to generate different reports.

19. The term “Direct connection” refers to the exchange of Clearinghouse transactions with any entity other than another Clearinghouse, including payers, providers, or third party vendors that resell Clearinghouse services on behalf of their payer or provider customers.

20. The term “discussing” when used to refer to documents means analyzing, constituting, summarizing, reporting on, considering, recommending, setting forth, or describing a subject. Documents that are or contain reports, studies, memoranda, forecasts, analyses, plans, proposals, evaluations, recommendations, directives, procedures, policies, or guidelines regarding a subject should be treated as documents that discuss the subject. However, documents that merely mention or refer to a subject without further elaboration should not be treated as documents that discuss that subject.

21. The term “Divested Assets” means any asset or set of assets (including software, databases or other content, intellectual property, contracts (including employment agreements), or licenses) offered for sale by United or Change to another party, the sale of which is either (a) contingent on the consummation of the Transaction or (b) contemplated to remove, in the view of the Court or any competition authorities reviewing the Transaction, any competitive harm potentially or allegedly arising out of the Transaction.

22. The term “Divestiture” means any potential, considered, or planned divestiture of any Divested Assets, including all versions or iterations of any Divested Assets considered, proposed, or offered by United or Change.

23. The term “document” is defined to be synonymous in meaning and equal in

scope to the usage of the phrase “documents or electronically stored information” in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure. A draft or non-identical copy is a separate document within the meaning of this term.

24. The term “EPO” means an exclusive provider organization. The term includes any previously existing, existing, or proposed EPO, and all present and former directors, officers, employees, agents, or other person acting for or on behalf of any EPO.

25. The term “health insurer” or “payer” means any person other than a natural person that is financially responsible for all or part of any expense for healthcare services provided to any person or group of persons that contracts with providers to set the reimbursement levels that providers will be paid for providing such services, or that provides administrative services relating to medical claims, such as claims processing, actuarial analysis, or utilization review. The term includes commercial insurance companies, HMOs, PPOs, union trust funds, multiple employer trusts, and TPAs.

26. The term “Healthcare segment” refers to medical, dental, or pharmacy care. For medical care, “Healthcare segment” also refers to the population of consumers that are using the healthcare services, including all lines of commercial health insurance (e.g., National Account, Large Group, Small Group, Individual Commercial), Medicare fee-for-service, Medicare Advantage, Medicaid fee-for-service, Medicaid managed care, U.S. Department of Veterans Affairs, and Tricare.

27. The term “HMO” means a health maintenance organization. The term encompasses any staff, group, or independent practice association HMO, and includes any previously existing, existing, or proposed HMO.

28. The term “including” means “including, but not limited to.”

29. The term “Individual Commercial” means any and all health insurance products

or plans offered for sale, on or off the exchange, to individuals or families and that are subject to the Affordable Care Act and related regulations (including grandmothers and grandfathered plans). The term should be interpreted to exclude any Medicaid or CHIP product, Medicare Advantage, or any other Medicare-related products.

30. The term “Large Group” means any employer with more than 50 employees.

31. The term “Lawsuit” means the lawsuit filed by Plaintiffs against UnitedHealth Group Incorporated and Change Healthcare Inc. and pending in the United States District Court for the District of Columbia, Case No. 1:22-cv-00481.

32. The term “member” means an individual who is enrolled in and eligible to receive coverage, whether as a policyholder or a dependent, under United’s or any other health insurers’ commercial health insurance products.

33. The term “Misuse” means any use, transfer, access, or disclosure of any information, whether intentional or not, in contravention of any applicable law, regulation, contractual obligation, policy, or firewall.

34. The term “National Account” means any entity that satisfies the definition of National Account on page 12 of the document produced to the Antitrust Division at Bates No. UHG-2R-0018022515, and any entity that the company treats as a national account customer in the ordinary course of business.

35. The term “NPI” refers to National Provider Identifier, as established by the Centers for Medicare and Medicaid Services.

36. The term “non-party” or “third party” means any person other than United, Change, the United States, or the Plaintiff States.

37. The term “Optum” means OptumInsight, or any other Optum business, unit, division, affiliate, subsidiary, or entity owned or controlled by United whose business is

relating to health data analytics (including artificial intelligence or machine learning), the EDI Clearinghouse, or Claims Editing.

38. The term “payment integrity” or “payment accuracy” means products and services offered to health insurers that assist with the receipt, review, or processing of claims or the recovery of funds disbursed for claims, including, and submit information separately for, each: (a) Claims Editing, (b) coordination of benefits products and services, (c) pre-payment review products and services, (d) post-payment auditing-and-recovery products and services, and (e) provider education products and services.

39. The term “person” includes the company and means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

40. The term “plans” includes tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.

41. The term “POS” means a point-of-service health insurance or healthcare benefits product. The term includes any previously existing, existing, or proposed POS, and all present and former directors, officers, employees, agents, or other persons acting for or on behalf of any POS.

42. The term “PPO” means a preferred provider organization or preferred provider arrangement. The term includes any previously existing, existing, or proposed PPO, and all present and former directors, officers, employees, agents, or other persons acting for or on behalf of any PPO.

43. The term “provider” means a “health care provider,” as defined by 45 C.F.R. § 160.103.

44. The terms “relating to” and “relate to” and “relating thereto” mean in whole or

in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.

45. The term “relevant area” means: for commercial health insurance products offered or sold to National Account customers, any and all of the United States; and for commercial health insurance products offered or sold to Large Group customers, any and all of the relevant CBSAs.

46. The term “Second Request” means the Request for Additional Information and Documentary Material Issued to Change Healthcare Inc. on March 24, 2021.

47. The term “Secondary-Use Rights” means when a person permits the use of data (including Claims Data or other CSI) for any purpose beyond the provision to that person of the product or service for which the data was collected, accessed, or otherwise received.

48. The term “senior management” means any board member, company officer, director, employee at or above the level of vice president, and employee with management responsibility for any business unit or product.

49. The term “Small Group” means any employer with 50 or fewer employees.

50. The singular includes the plural and vice versa.

51. The term “TPA” means an entity or department thereof that administers group healthcare or health insurance benefits and claims for a self-insured person or health plan.

52. The term “TIN” refers to Tax Identification Number(s), as established by the Internal Revenue Service.

53. The term “Transaction” means the proposed transaction between United and Change as described in the company’s premerger notification, HSR-2021-0949.

54. The term “transaction type” refers to the different types of EDI Clearinghouse transactions that are transmitted through a Clearinghouse and include, but are not limited to,

837I claims, 837P claims, 837D claims, 835 electronic remittance advice (ERA), 270 eligibility inquiry, 271 eligibility response, and 278 prior authorization and referral.

INSTRUCTIONS

1. Documents and data already produced by the company in response to the Second Request or in response to civil investigative demands issued to the company before the filing of this Lawsuit need not be produced in response to these document requests.

2. In addition to the specific instructions set forth below, these document requests incorporate the instructions set forth in Rules 26 and 34 of the Federal Rules of Civil Procedure and the Local Rules of the U.S. District Court for the District of Columbia. Subject to a valid claim of privilege, the entire document must be produced if any part of that document is responsive.

3. These requests are for all documents in the company's possession, custody, or control, including documents in the possession, custody, or control of any Consultant.

4. Produce a legible copy of each document requested together with all non-identical copies and drafts of that document. Subject to any protocol concerning electronically stored information agreed to by the parties or ordered by the Court, all metadata of electronic documents must also be produced. You must retain all of the original documents for inspection or copying throughout the pendency of this case, any appeal(s), and any related proceedings.

5. Any responsive document that has been altered, including by the addition of any marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, or modifications, and other versions of a document is a responsive document in its own right and must be produced.

6. If any portion of any document is responsive to any request, then the entire document must be produced, including all attachments and enclosures.

7. Pursuant to Rule 34(b)(2)(E)(i) of the Federal Rules of Civil Procedure, documents must be produced either (a) as they are kept in the usual course of business (in which case they must be produced in such fashion as to identify the department, branch, or office in whose possession it was located and, where applicable, the natural person in whose possession it was found or the server or central file in which it was found, and the address of each document's Custodian(s)), or (b) organized and labeled to correspond to a specific request. All documents produced under subsection (a) shall include the file folder, envelope, or other container in which the documents are kept or maintained. If, for any reason, the container cannot be produced, produce copies of all labels or other identifying marks. Documents produced from the possession, custody or control of a Consultant must comply with subsections (a) or (b) of this Instruction, and, in the case of subsection (a), must be produced as kept by the Consultant in the usual course of business. Bates number formats should be designed so as to permit the identification of documents produced by the company from the possession, custody, or control of a Consultant, and should further permit the identification of the particular Consultant from whose possession, custody, or control each document was produced.

8. Subject to any protocols concerning electronically stored information ordered by the Court or agreed to by the parties, produce hard copy documents and electronically stored information in the form of production agreed to with the Antitrust Division in relation to the investigation related to this proceeding. Do not alter the format from that used during the investigation without first discussing it with the Antitrust Division.

9. If identical copies of a document are in the possession, custody, or control of more than one natural person or other document Custodian, a copy of that document must be produced

from each such natural person or other document Custodian.

10. If any document is withheld based on an objection to any request, all other documents responsive to that request not subject to the objection must be produced.

11. The specificity of any single request shall not limit the generality of any other request.

12. Where a claim of privilege or other protection from discovery is asserted in objecting to any request or sub-part thereof, and any document is withheld (in whole or in part) on the basis of such assertion, with the exception of those communications that are exempt under the Scheduling and Case Management Order, you shall provide a log (“Privilege Log”) in Microsoft Excel format that identifies where available:

- a. the nature of the privilege or protection from discovery that is being claimed with respect to each document;
- b. the type of each document;
- c. the date of each document;
- d. the author of each document;
- e. the addresses and recipients of each document (including those copy recipients and blind copy recipients);
- f. a description of each document containing sufficient information to identify the general subject matter of the document and to enable Plaintiff to assess the applicability of the privilege or protection claimed and the name of the attorney(s) whose work gives rise to the privilege claim; and
- g. the identity of and any production Bates number assigned to any attachment(s), enclosure(s), cover letter(s), or cover email(s) of each document, including the information outlined in subsections (a) through (f) above for each such

attachment, enclosure, cover letter, or cover email.

Attachments, enclosures, cover letters, and cover emails shall be entered separately on the Privilege Log. The Privilege Log shall include the full name, title, and employer of each author, addressee, and recipient, denoting each attorney with the letters “ESQ,” except that identification of the name and the company affiliation for each non-Defendant person shall be sufficient identification. Submit all non-privileged portions of any responsive document (including non-privileged or redactable attachments, enclosures, cover letters, and cover emails) for which a claim of privilege is asserted, noting where redactions to the document have been made. When responsive, privileged documents, attached to responsive, non-privileged documents, are withheld from production, insert a placeholder to indicate a document has been withheld from that family.

13. If the company produces data in response to any specification, submit the data in an electronically sortable and searchable format (e.g., Excel or delimited text files) and submit all Data Dictionaries applicable to the data produced.

14. Where a request for production seeks data relating to a provider, produce all available data relating to a provider’s identity, including NPIs, TINs, physical address or at least county and state, Clearinghouse submitter IDs, and all parent-level, subsidiary, affiliate information, and descriptive categorizations or classifications created in the ordinary course.

15. Where a request for production seeks data relating to a health insurer, produce all available data relating to a health insurer’s identity, including TINs, health insurer IDs, contracting entity, and all parent-level, subsidiary, affiliate information, and descriptive categorizations or classifications created in the ordinary course.

16. These requests are continuing in nature, and your duty to supplement your production in response to these requests pursuant to Federal Rule of Civil Procedure 26(e) is

ongoing. Plaintiffs specifically reserve the right to seek supplementary responses and the additional supplementary production of documents before trial.

17. The fact that a document is in the possession of the United States, or is produced by another person, does not relieve you of the obligation to produce all of your copies of the same document, even if your copies are identical in all respects to a document produced or held by another person. Any documents you already produced to the United States during its investigation of the Transaction need not be reproduced unless required to comply with any protocols concerning electronically stored information agreed to by the parties or ordered by the Court.

18. To the extent you contend that responsive documents in your possession, custody, or control cannot be produced pursuant to the notice and consent requirements contained in a protective order or agreement, the written response to this request must identify the specific provisions of the protective order or agreement on which you are relying and the efforts that you have undertaken and will undertake to provide notice and obtain consents.

19. If you are unable to produce a document that is responsive to a request not due to a claim of privilege or other legal protection, describe the document, state why it cannot be produced, and, if applicable, state the whereabouts of such document when last in your possession.

20. In producing videos or podcasts, for any video or podcast publicly available on your website, or published by you or your representatives on any other website (including but not limited to YouTube), you may in the alternative submit written permission for the United States to download, preserve, and use any such video or podcast through the pendency of this Lawsuit. Should you choose this alternative, in the event the United States is unable to

download and preserve any such video or podcast, you agree to produce a copy of it upon written request.

REQUESTS FOR DOCUMENTS

1. All documents that you relied upon in responding to Plaintiffs' First Set of Interrogatories issued to Change on March 23, 2022.

2. All documents, excluding demonstratives or impeachment documents, to the extent not already produced, that you expect to use in any hearing, motion, or trial in this Lawsuit.

Dated: March 28, 2022

Respectfully submitted,

/s/ Eric D. Welsh

Eric D. Welsh (D.C. Bar No. 998618)

Bindi R. Bhagat

Janet J. Brody

Jill C. Maguire

U.S. Department of Justice

Antitrust Division

450 Fifth Street, NW, Suite 4100

Washington, DC 20530

Telephone: (202) 598-8681

Email: Eric.Welsh@usdoj.gov

Attorneys for United States of America

/s/ Elizabeth Odette

Elizabeth Odette

James W. Canaday

Jason Pleggenkuhle

Katherine Moerke

Office of the Minnesota Attorney General

Consumer, Wage and Antitrust Division

445 Minnesota Street, Suite 1400

St. Paul, Minnesota 55101-2131

Telephone: (651) 757-1028

Email: elizabeth.odette@ag.state.mn.us

Attorneys for State of Minnesota

/s/ Olga Kogan

Christopher D'Angelo (D.C. Bar No. 502220)

Olga Kogan

Benjamin J. Cole

Elinor R. Hoffmann

Amy E. McFarlane

New York State Office of the Attorney General

28 Liberty Street

New York, NY 10005

Telephone: (212) 416-8262

Email: olga.kogan@ag.ny.gov

Attorneys for State of New York

CERTIFICATE OF SERVICE

I certify that on March 28, 2022, I served the foregoing on Defendant's counsel of record by email as listed in the Scheduling and Case Management Order entered on March 28, 2022.

Dated: March 28, 2022

/s/ Janet J. Brody
Janet J. Brody
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 4100
Washington, DC 20530
Telephone: (202) 616-1947
Email: janet.brody@usdoj.gov

Attorney for United States of America

Exhibit 5

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

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

Civil Action No. 1:22-cv-0481 (CJN)

UNITEDHEALTH GROUP INCORPORATED
and
CHANGE HEALTHCARE INC.,

Defendants.

**PLAINTIFFS’ NOTICE OF DEPOSITION TO UNITEDHEALTH GROUP,
INCORPORATED**

Pursuant to Federal Rule of Civil Procedure 30(b)(6), as well as the Scheduling and Case Management Order (ECF No. 42), Plaintiffs United States of America, State of Minnesota, and State of New York (“Plaintiffs”) hereby provide notice that they will take the following deposition at the place and time listed below, or at such other place and time as is agreed upon. These depositions will be taken by audio-visual and/or stenographic recording means and will continue from day to day until concluded. You are hereby advised that UnitedHealth Group, Incorporated (“UHG”) must designate one or more officers, directors, managing agents, or other persons to testify on behalf of UHG as to information known or reasonably available to UHG regarding the topics listed in Schedule A.

Deponent	Date/Time	Location
Corporate Representative(s) of UHG	May 27, 2022 8:30 a.m.	Office of the Minnesota Attorney General 445 Minnesota Street, Suite 1400 St. Paul, Minnesota 55101

Dated: May 11, 2022

/s/ Travis R. Chapman
Eric D. Welsh (D.C. Bar No. 998618)
Travis R. Chapman
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 4100
Washington, DC 20530
Telephone: (202) 476-0545
Fax: (202) 616-8544
Email: travis.chapman@usdoj.gov

Attorneys for United States of America

/s/ Elizabeth Odette
Elizabeth Odette
James W. Canaday
Jason Pleggenkuhle
Katherine Moerke
Office of the Minnesota Attorney General
Consumer, Wage and Antitrust Division
445 Minnesota Street, Suite 1400
St. Paul, Minnesota 55101-2131
Telephone: (651) 757-1028
Email: elizabeth.odette@ag.state.mn.us

Attorneys for State of Minnesota

/s/ Olga Kogan
Christopher D'Angelo (D.C. Bar No. 502220)
Olga Kogan
Elinor R. Hoffmann
Amy E. McFarlane
Benjamin J. Cole
New York State Office of the Attorney General
28 Liberty Street
New York, NY 10005
Telephone: (212) 416-8262
Email: olga.kogan@ag.ny.gov

Attorneys for State of New York

CERTIFICATE OF SERVICE

I certify that on May 11, 2022, I served the foregoing by email on all counsel of record listed in the Scheduling and Case Management Order (ECF No. 42).

Dated: May 11, 2022

/s/ Travis R. Chapman
Travis R. Chapman
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 4100
Washington, DC 20530
Telephone: (202) 476-0545
Fax: (202) 616-8544
Email: travis.chapman@usdoj.gov

Attorney for United States of America

SCHEDULE A

1. United's access, collection, use, and licensing of healthcare data (whether de-identified or not) as well as all Use Restrictions on such data, including:
 - a. Any strategies, plans, whitepapers, briefings, or any other analysis relating to the importance of healthcare data to United's competitiveness, including the acquisition and control of such data to maintain a competitive advantage;
 - b. The importance to United's commercial health insurance business of maintaining the confidentiality of its healthcare data, including Claims Data;
 - c. United's policies, practices, efforts, customs, ideas, plans, or strategies (whether implemented or not) relating to the Secondary Use of United's healthcare data, including:
 - i. Restrictions on the training of third-party machine learning models using United's health plan data;
 - ii. Restrictions on the commercialization of machine learning models trained on United's health plan data;
 - iii. Restrictions on licensing Claims Data or analysis derived therefrom commercially;
 - iv. Restrictions on the use of healthcare data by a United entity when another United entity has the Secondary-Use Rights for such data;
 - v. Restrictions on the use of data analytics models including artificial intelligence and machine learning models trained on healthcare data, or the insights gleaned therefrom, by one United entity when another United entity has the Secondary-Use Rights for such data;

- vi. The development of software or other products to host data licensed to third parties on United's servers (e.g., the "Optum Hosted Solution");
 - vii. United's Enterprise Data Governance Committee, including the impetus, development, practices thereof, and governing documents (e.g., written policy, charter, etc.); and
 - viii. Any consideration of divesting United's life sciences business;
- d. Each product or service that Optum provides United that relies on, uses, or discloses Claims Data;
 - e. United's actions, practices, efforts, ideas, plans, or strategies to use Claims Data to benefit United's health insurance business;
 - f. The commercialization (or lack thereof) of products that rely on, use, or disclose CSI relating to commercial health plans;
 - g. United's licensing of Claims Data from third parties (including the licensing relationships identified in Exhibit C of United's Letter to Travis Chapman on January 27, 2022), and for each licensed third-party dataset, the Quantity, each Data Field, the Use Restrictions, and Location;
 - h. United's sources of data with Secondary-Use Rights from Optum products, including the specific product, customer, type(s) of data, line(s) of business, and any restrictions relating to the de-identification or use of such data;
 - i. Optum's databases (e.g., dNHI, ORD, and OLDW) maintained for Secondary Use(s) that contain Claims Data, including:
 - i. Such databases' data dictionaries and views;

- ii. Data fields in such databases relating to the payer, provider, allowed amount, source, and client for Claims Data as well as payers' adjustment, denial, allowance, or other adjudication of claims; and
 - iii. The ability to identify a payer from the information available in such databases (including all keys, crosswalks, and any other reference tables, whether available in the database or elsewhere).
 - j. The factual basis, including all documents relied upon in making such assertion, for Defendants' assertion in its September 17, 2021 letter to the United States asserting that "a meaningful proportion of the *exact same* potentially sensitive data Change receives from customers is already being received by OptumInsight."
 - k. United's strategies, plans, and efforts (whether implemented or not) relating to acquiring Secondary-Use Rights for non-United payers' Claims Data, either directly or through providers' claims data (or any other person or entity able to convey Secondary-Use Rights on the providers' behalf);
2. All due diligence conducted by United into Change's data access, rights, and assets, including:
- a. Requests posed by United during due diligence about Change's data access and rights;
 - b. Information provided by Change during due diligence about Change's contractual language relating to Secondary-Use Rights, including templates, exemplar contracts, specific customer contracts, categorization of data rights, and the proportion of customers granting data rights;

- c. Information provided by Change during due diligence about Change's process for ensuring compliance with Use Restrictions as well as Change's policies, practices, efforts, customs, ideas, plans, or strategies to increase its data rights;
 - d. Any plans, deliberations, consideration, or analysis relating to potential use cases or proposals to use Change's data, including:
 - i. Potential use cases for, or applications of, Change's data;
 - ii. Potential strategies to obtain or expand Change's data rights; and
 - iii. Potential plans for Change's data licensing business should the Transaction be consummated.
 - e. Any exchange of information with Change after the signing of the Transaction agreement about Change's data assets, rights, and data licensing business; and
 - f. Any concerns from United's or Change's customers relating to United's access or use of providers' or payers' Claims Data.
3. The Efficiencies Claims, including for each Efficiencies Claim:
- a. How each claimed efficiency is likely to be achieved, including any plans, strategies, or actions necessary for achieving or realizing the claim;
 - b. The actual or estimated costs and resources necessary for the achievement of the claim, including the bases and assumptions behind any such estimate;
 - c. The time needed to achieve each claim, including the bases for and assumptions underlying any time estimate and when such estimate was made;
 - d. The actual or estimated dollar value of each claim, including the bases for and assumptions underlying any estimate or verification of such value, when such estimate was made, and by whom;

- e. If the claim involves a cost reduction, any allocation of such cost reduction into fixed- and variable-cost components;
- f. The specific steps to be taken, including the consolidation, combination, relocation, closing, or shutting down with respect to any office, facility, transaction, data processing platform, or any other operation or function, that will result in each claim from cost or other operational savings;
- g. The reasons why the claim is likely to be achieved only if the Transaction is consummated;
- h. The reasons that each claim could not reasonably be achieved by the Company (e.g., through a frictionless platform) or Change Healthcare (e.g., through Real-Time Settlement) absent the Transaction;
- i. How each claim is likely to benefit consumers or customers;
- j. The effects of the Divestiture on the claim and its likelihood of being achieved, and the reasons for such effects;
- k. The actual or estimated dollar value of the increase or decrease of the claim due to the Divestiture, and the bases for and assumptions underlying any estimate or verification of such value;
- l. Any offsetting dis-synergies or inefficiencies of the Divestiture, including costs borne by the buyer of any Divested Assets that would be greater than the costs borne by the seller of those Divested Assets;
- m. The detailed method and manner by which you prepared or will prepare your estimate(s) of each Efficiencies Claim, including the data or documentary sources and factual assumptions used in making such estimate(s);

- n. Any updates, revisions, or changes made to the Efficiencies Claims in The Company's Synergy Model / Integrated Case – Consolidated P&L, Customer Savings Model, Financial Model / EPS Update, and Project Cambridge Financial Model Update Package – January 2022 since the December 1, 2021 Efficiencies 30(b)(6) Deposition, and the reasons for any updates, revisions, or changes; and
 - o. Any updates, revisions, or changes made to the Efficiencies Claims in The Company's Project Cambridge Financial Model Update Package – January 2022 since the January 27, 2022 30(b)(6) Deposition with Steve Yurjevich, and the reasons for any updates, revisions, or changes.
4. All remedies offered by United to address any alleged or actual competitive effects of the Transaction, such as the Divestiture or Behavioral Remedies, including:
- a. The process by which the Divested Assets were offered for sale;
 - b. The process by which United or Change identified the assets to be included in the Divested Assets;
 - c. Bids received for the Divested Assets and analysis of those bids;
 - d. The company's evaluation of potential buyers of the Divested Assets;
 - e. The process by which TPG was selected as the buyer of the Divested Assets;
 - f. Communications with Change regarding the Divested Assets and the Divestiture;
 - g. Communications with TPG regarding the Divested Assets and the Divestiture;
 - h. Analysis of TPG's ability to use the Divested Assets to compete;
 - i. Analysis of TPG's history of acquiring healthcare assets;
 - j. Analysis of TPG's plans for the Divested Assets;

- k. The basis for UHG's conclusion that TPG will be capable of replicating and improving ClaimsXten's competitive profile in Claims Editing; and
- l. Any commitment to address any competitive concerns identified in the Complaint through Behavioral Remedies, including
 - i. United's current policies related to access, de-identification, and use of customers' CSI;
 - ii. The specific terms of all actual, considered, or proposed firewalls;
 - iii. The specific terms of any data licensing commitment(s);
 - iv. The specific terms of any commitment(s) to offer or sell products commercially; and
 - v. Any other customer commitments.
5. United's past and current firewall and data-security policies, practices, and procedures that limit or prohibit any United employee from accessing or sharing CSI relating to any health insurer, including:
 - a. Firewall or data-security policies that apply to any Claims Data or Claims Edits, or prevent United employees from accessing, conducting, or using any analytics derived from any CSI;
 - b. Firewall or data-security policies that apply to CSI for which United has Secondary-Use Rights;
 - c. The relevant portions of the documents identified in response to Plaintiffs' Interrogatory No. 5;

- d. How such policies are implemented and used to restrict employee access across United entities, including all data produced in response to Plaintiffs' Request for Production 11;
 - e. The processes for granting United employees' access to data protected by such policies or exceptions to the relevant data-security policies or firewalls;
 - f. Procedures and practices in place to maintain such firewall and data-security policies in light of United's corporate organization, including cross-subsidiary partnerships and joint meetings between UHC and Optum; and
 - g. Any potential, asserted, or actual breach or violation of any United firewall or data-security policy that occurred or came to the company's attention since January 1, 2019, including all investigations thereof and responses thereto.
6. Documents listed under the UHG custodian "UHC Competition Reports," including the content of such documents, the custodians and other employees who were authorized to access, edit, and share such documents, the software or applications used to store and save such documents, and the guidelines or practices regarding modification and storage of such documents.
7. Documents listed under the UHG custodian "UHC Margin Reports," including the content of such documents, the custodians and other employees who were authorized to access, edit, and share such documents, the software or applications used to store and save such documents, and the guidelines or practices regarding modification and storage of such documents.

DEFINITIONS

The terms defined below and used in each of the topics should be construed broadly to the fullest extent of their meaning in a good-faith effort to comply with the Federal Rules of Civil Procedure.

1. The terms “you,” “the company,” or “United” means UnitedHealth Group Incorporated, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and all of their present and former directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between the company and any other person.

2. The term “Change” means Change Healthcare Inc., its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships, and joint ventures, and all of their directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between Change and any other person.

3. The term “Optum” means OptumInsight, or any other Optum business, unit, division, affiliate, subsidiary or entity owned or controlled by United whose business is relating to health data analytics (including artificial intelligence and machine learning), the EDI Clearinghouse, or Claims Editing.

4. The term “TPG” means the announced purchaser of the Divested Assets, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and

joint ventures, and all of their present and former directors, officers, employees, agents (including counsel), representatives and any person acting or purporting to act on their behalf. The terms “parent,” “subsidiary,” “affiliate,” and “joint venture” refer to any person in which there is partial (25 percent or more) or total ownership or control between the company and any other person. For the avoidance of doubt, this includes TPG Partners VIII, L.P., TPG Healthcare Partners, L.P., and Color Intermediate, LLC.

5. The term “Behavioral Remedies” refers to any statements, commitments, obligations, or any other asserted remedy other than the Divestiture to address the actual or alleged competitive effects of the transaction, including any statements, commitments, obligations, or other asserted remedy other than the Divestiture identified in United’s response(s) to Plaintiffs’ Interrogatory No. 3.

6. The term “Claims Data” refers to any data relating to, or derived in whole or in part from, healthcare claims, remittances, eligibility transactions, authorizations, status checks, or any other transaction type referenced in 45 C.F.R. § 162.920(a). Information shall be considered Claims Data even if it has been modified, cleaned, enhanced, aggregated, deidentified, or otherwise manipulated.

7. The term “Claims Editing” means a product or service used by a health insurer that involves application of edits or rules, whether custom or not, to healthcare claims during the pre-payment claims adjudication process using a rules engine and library of content containing rules or edits, including Change’s ClaimCheck or ClaimsXten (or any version of ClaimsXten such as ClaimsXten Select, or ClaimsXten Cloud) and United’s Claims Edit System (CES) or any versions thereof.

8. The term “Claims Edits” means Claims Editing content, rules or edits.

9. The term “Clearinghouse” or “Electronic Data Interchange (EDI) Clearinghouse” means “health care clearinghouse,” as defined in 45 C.F.R. § 160.103.

10. The term “CSI” means competitively sensitive information or commercially sensitive information, including Claims Data, contract information, and payer-specific Claims Edits.

11. The term “Data Field” means each particular data field (including the level of aggregation of each such field), any modifications of such data fields (e.g., masking, pseudonymization, standardization, or any other alteration), and whether United has access to the Claims Data itself or analysis derived from Claims Data.

12. The term “Divested Assets” means any asset or set of assets (including software, databases or other content, intellectual property, contracts (including employment agreements or licenses) offered for sale by United or Change to another party, the sale of which is either (a) contingent on the consummation of the Transaction or (b) contemplated to remove, in the view of the Court or any competition authorities reviewing the Transaction, any competitive harm potentially or allegedly arising out of the Transaction.

13. The term “Divestiture” means any potential, considered, or planned divestiture of any Divested Assets, including all versions or iterations of any Divested Assets considered, proposed, or offered by United or Change.

14. The term “Efficiencies Claim” refers to any efficiencies, cost savings, synergies, revenue increases, profit increases, or procompetitive effects, that will benefit consumers that you have asserted or predicted are or would be achievable as a result of the Transaction, including, without limitation, those stated in the following documents:

- a. The Company’s Answer to the Complaint (Dkt. 37);

- b. The Company's Synergy Model / Integrated Case – Consolidated P&L (Exhibit 4 to the December 1, 2021 Efficiencies 30(b)(6) Deposition);
- c. The Company's Customer Savings Model (Exhibit 6 to the December 1, 2021 Efficiencies 30(b)(6) Deposition);
- d. The Company's Project Cambridge Financial Model / EPS Update (Exhibit 7 to the December 1, 2021 Efficiencies 30(b)(6) Deposition);
- e. Any updates, revisions, or changes made to The Company's Synergy Model / Integrated Case – Consolidated P&L, Customer Savings Model, or Project Cambridge Financial Model since the December 1, 2021 Efficiencies 30(b)(6) Deposition;
- f. The Company's Project Cambridge Financial Model Update Package – January 2022 (Exhibit 14 to the January 27, 2022 30(b)(6) Deposition with Steve Yurjevich);
- g. Any updates to The Company's Project Cambridge Financial Model Update Package – January 2022 since the January 27, 2022 30(b)(6) Deposition with Steve Yurjevich;
- h. The Company and Change's Joint Letter, "UHG's Acquisition of Change Healthcare Will Deliver Important Benefits to the Healthcare Industry Without Harm to Competition," dated January 4, 2022;
- i. The Company's response to Specification 40 of The Request for Additional Information and Documentary Material Issued on March 24, 2021 by The Department of Justice, dated September 20, 2021 (Exhibit 3 to the December 1, 2021 Efficiencies 30(b)(6) Deposition);

- j. Any document The Company submitted pursuant to Item 4(c) and 4(d) of the Notification and Report Form for Certain Mergers and Acquisitions submitted in connection with the Transaction; and
- k. Any document The Company produces in response to Requests 37, 38, 39, 41 and 42 of Plaintiffs' First Set for Production of Documents to Defendant UnitedHealth Group Incorporated.

15. The term "Healthcare Segment" refers to medical, dental, or pharmacy care. For medical care, "Healthcare Segment" also refers to the population of consumers that are using the healthcare services, including all lines of commercial health insurance (*e.g.*, National Accounts, Large Group, Small Group, Individual Commercial), Medicare fee-for-service, Medicare Advantage, Medicaid fee-for-service, Medicaid managed care, U.S. Department of Veterans Affairs, and Tricare.

16. The term "Location" refers to whether Claims Data is stored on servers maintained by United or a third party.

17. The term "Quantity" means the count and adjudicated value of Claims Data separately for each Clearinghouse transaction type by year, Healthcare Segment, and state of treatment.

18. The term "Secondary-Use Rights" means when a person permits the use of data (including Claims Data or other CSI) for any purpose beyond the provision to that person of the product or service for which the data was collected, accessed, or otherwise received.

19. The term "Secondary Use(s)" means the use of data (including Claims Data or other CSI) for any purpose beyond the provision to that person of the product or service for which the data was collected, accessed, or otherwise received.

20. The term “Transaction” means the proposed transaction between United and Change as described in the company’s premerger notification, HSR-2021-0949.

21. The term “Use Restrictions” refers to each applicable regulatory or contractual restriction on the use or disclosure of such Claims Data, including within United.

Exhibit 6

1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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4

UNITED STATES OF AMERICA,) Civil Action No.
et al.) 1-22-cv-00481(CJN)

5

6

Plaintiffs)

7

vs.)

8

UNITEDHEALTH GROUP,
INCORPORATED,)

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et al.)

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Defendants)

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Videotaped Deposition of ANDREW WITTY

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June 16, 2022

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8:55 a.m.

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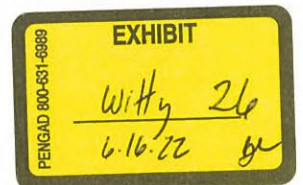
21

Reported by: Bonnie L. Russo

22

Job No. 5262580

Document Withheld for Privilege



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

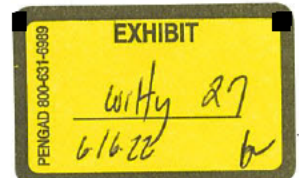
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Exhibit 7

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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UNITED STATES OF AMERICA,) Civil Action No.
et al.) 1-22-cv-00481 (CJN)

5

6

Plaintiffs)

7

vs.)

8

UNITEDHEALTH GROUP,
INCORPORATED,)

9

et al.)

10

Defendants)

11

12

13

- C O N F I D E N T I A L -

14

15

Videotaped Deposition of Neil de Crescenzo

16

June 13, 2022

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9:01 a.m.

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21

Reported by: Bonnie L. Russo

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Job No. 5248033

1 THE WITNESS: Thank you.

2 BY MR. WELSH:

3 Q. All right. Mr. de Crescenzo, you
4 have a number of exhibits in front of you right
5 now. Exhibit 2 is a three-page document. Two
6 of the pages -- first two pages, rather, are on
7 Change Healthcare letterhead.

8 Do you see that?

9 A. I do.

10 Q. And then the balance of that exhibit
11 is a document that is on UnitedHealth Group
12 letterhead.

13 Do you see that?

14 A. I do.

15 Q. Okay. Now, is the -- withdrawn.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

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█ [REDACTED]

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█ [REDACTED]

Exhibit 8

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

 :
 UNITED STATES OF AMERICA :
 U.S. Department of Justice :
 Antitrust Division :
 450 Fifth Street, NW, :
 Suite 4100 :
 Washington, DC 20530, :
 :
 STATE OF MINNESOTA :
 445 Minnesota Street, :
 Suite 1400 :
 St. Paul, Minnesota 55101 :
 :
 and :
 :
 STATE OF NEW YORK :
 28 Liberty Street :
 New York, NY 10005, :
 :
 Plaintiffs, :
 :
 v. : Case No.
 : 1:22-cv-00481
 UNITEDHEALTH GROUP INCORPORATED:
 9900 Bren Road East :
 Minnetonka, MN 55343, :
 :
 and :
 :
 CHANGE HEALTHCARE INC. :
 3055 Lebanon Pike :
 Nashville, TN 37214, :
 :
 Defendants. :

HIGHLY CONFIDENTIAL
PURSUANT TO PROTECTIVE ORDER

30(b)(6) VIDEOTAPE DEPOSITION
MICAH TROTTI
Wednesday, June 8, 2022
9:08 a.m. (EST)
Reported by: Ryan K. Black, RPR, Notary Public

