

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION



In the Matter of:)

OSF Healthcare System, a corporation, and)

Rockford Health System, a corporation)
_____)

Docket No. 9349

PUBLIC

**OPPOSITION OF NON-PARTIES CIGNA CORPORATION AND
CONNECTICUT GENERAL LIFE INSURANCE COMPANY TO RESPONDENTS'
MOTION TO COMPEL PRODUCTION OF DOCUMENTS REQUESTED BY
SUBPOENA DUCES TECUM**

Non-parties CIGNA Corporation and Connecticut General Life Insurance Company ("CIGNA"), by their undersigned counsel, for their opposition to the Motion of Respondents OSF Healthcare System ("OSF") and Rockford Health System ("Rockford") ("Respondents") to Compel Production of Documents Requested by Subpoena *Duces Tecum* ("Resp. Mot."), state as follows:

BACKGROUND

In 2011, CIGNA produced records and data pursuant to a Civil Investigative Demand issued by the Federal Trade Commission, including CIGNA's contracts with Respondents, SwedishAmerican Hospital Association, and their physician groups (collectively, the "Contract Documents"). After the Administrative Complaint was filed in November 2011, Complaint counsel turned-over to Respondents' counsel all of the documents that CIGNA produced pursuant to the CID, which were bates-labeled FTC-CIGNA 000001 – 000243, as well as voluminous claims data.

On or about December 21, 2011, Respondents served CIGNA with a subpoena *duces tecum*, including 25 document requests ("Subpoena Requests"). *See* Motion, Ex. A. By letter

dated December 23, 2011, CIGNA timely objected to the Subpoena and to another (identical) subpoena *duces tecum* issued by Respondents in the related federal court case, *Federal Trade Commission v. OSF Healthcare System, et al.*, pending in the U.S. District Court for the Northern District of Illinois (No. 3:11-cv-50344) (“District Court Case”). Motion, Ex. B. On January 6, 2011, counsel for CIGNA and for Respondents discussed the Subpoena Requests and, thereafter, counsel exchanged correspondence on January 17, 2011, January 23, 2011, January 24, 2011, January 30, 2011, and February 3, 2012. Motion, Ex. D; E.

By email dated January 30, 2011, CIGNA’s counsel informed Respondents’ counsel that CIGNA would produce records responsive to Request Nos. 1 and 6, but that CIGNA would “not be producing any additional records in response to the document subpoena.” *Id.*, Ex. D; E. On the afternoon of February 3, 2012, CIGNA produced documents responsive to Request Nos. 1 and 6 (bates-labeled CIGNA 1 – CIGNA 69). *See* February 3, 2012 emails and letters from J. Kuzniar to R. Lewis, true and correct copies of which are attached as **Exhibit 1**. Later that same day, Respondents filed the instant Motion, seeking an order requiring CIGNA to produce documents responsive to Request Nos. 1, 6, and 18-19.

For the reasons set forth below, Respondents’ Motion to Compel should be denied.

ARGUMENT

Rule 3.31(c)(1) of the Commission's Rules of Practice (“Rules”) provides that “[p]arties may obtain discovery to the extent that it may be reasonably expected to yield information relevant to the allegations of the complaint, to the proposed relief, or to the defenses of any respondent.” 16 C.F.R. § 3.31(c)(1). Even if relevant, however, the Administrative Law Judge “shall” limit such discovery “if it is determined that: (i) the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less

burdensome, or less expensive; (ii) the party seeking discovery has had ample opportunity by discovery in the action to obtain the information sought; or (iii) the burden and expense of the proposed discovery outweigh its likely benefit.” *In re POM Wonderful LLC*, 2011 FTC LEXIS 42, *6-7 (Mar. 16, 2011) (*citing* 16 C.F.R. § 3.31(c)(2)). Moreover, the Administrative Law Judge “may deny discovery or make any other order which justice requires to protect a party or other person from annoyance, embarrassment, oppression, or undue burden or expense, or to prevent undue delay in the proceeding.” *In re Lab. Corp. of Am.*, 2011 FTC LEXIS 31, *4-5 (Feb. 28, 2011) (*citing* 16 C.F.R. § 3.31(d)).

I. Respondents’ Motion Should Be Denied As Untimely.

The December 20, 2011 Scheduling Order sets a February 17, 2012 close of discovery (other than certain discovery not relevant here). The Scheduling Order further provides that:

9. Compliance with the scheduled end of discovery requires that the parties serve subpoenas and discovery requests sufficiently in advance of the discovery cut-off and that all responses and objections will be due on or before that date, unless otherwise noted. Any motion to compel responses to discovery requests shall be filed within 30 days of service of the responses and/or objections to the discovery requests or within 20 days after the close of discovery, whichever first occurs.

(emphasis added).

As noted above, CIGNA objected to the Subpoena by letter dated December 23, 2011. *See* Motion, Ex. B. Based on Paragraph 9 of the Scheduling Order, Respondents’ Motion to Compel was required to be filed no later than January 23, 2012 and, therefore, Respondents’ Motion is, and should be denied as, untimely.

In all events, Respondents’ assertion that “[i]t is urgently important that Respondents receive prompt production of these requested documents” is contrived. Resp. Mem. at 3. First, Respondents assert that the deposition of Thomas Golias of CIGNA is set for February 10, 2012.

Id. Respondents, however, filed their Motion to Compel on February 3, 2012, knowing full-well that CIGNA's opposition would not be due until February 10, 2012 and that a decision on the Motion would not be issued prior to the deposition of Mr. Golias. *See* 16 C.F.R. § 3.38(a). Second, CIGNA's counsel offered February 10, 16, and 17 as available dates for Mr. Golias's deposition and it was Respondents' counsel, who chose February 10, 2012. Motion, Ex. D. Therefore, Respondents should not be heard to now claim an "urgent" need to obtain any additional records from CIGNA in order "to have adequate opportunity to review them in preparation for the deposition" of Mr. Golias. Resp. Mem. at 3.

Furthermore, Respondents' request for "an Order requiring CIGNA's immediate production of documents," *id.*, (or, as alternatively requested in their Proposed Order, "within one (1) week from the issuance of this Order"), is wholly unreasonable. First, because Mr. Golias will have been deposed on February 10, 2012 before the Court rules on Respondents' Motion, there is absolutely no need for the immediacy requested. Second, Respondents' reliance on the "impending close of discovery February 17, 2012" also does not support the 7-day production time they seek. Paragraph 9 of the Scheduling Order plainly envisions that discovery, which is served and returnable on or before the close of discovery, may not be completed by the discovery close: a party may move to compel responses "within 20 days after the close of discovery" (unless, as provided, such motion is due earlier). Finally, CIGNA has not "refus[ed] to comply with the Subpoena." *Id.* As discussed below, Respondents received CIGNA's document production pursuant to the CID before January 25, 2012 and then received CIGNA's documents in response to Request Nos. 1 and 6 on February 3, 2012. For these reasons, if Respondents' Motion is granted, which it should not, a reasonable period of time for compliance

should be ordered. Given the breath and scope of Requests at issue, a reasonable period for compliance is not less than 28 days from the issuance of the Order.

II. Respondents' Motion Should Be Denied As Moot.

Respondents allege that “[t]o date, CIGNA has produced no documents in response to Subpoena Request Nos. 1, 6, 18, and 19.” Resp. Mem. at 2. Such assertion, however, is untrue because CIGNA has produced documents responsive to Requests Nos. 1, 6, 18, and 19.

As to Request Nos. 18 and 19, CIGNA produced in 2011 documents and data to Complaint Counsel pursuant to the CID, including the Contract Documents. By letter dated January 25, 2012, Respondents’ counsel advised CIGNA’s counsel that Respondents “may introduce into evidence” *inter alia* the Contract Documents “at the preliminary injunction hearing and/or pre- or post-hearing briefing” in the District Court Case. A true and correct copy of the January 25, 2012 letter from C. Hines to J. Kuzniar is attached as **Exhibit 2**. Therefore, despite their allegation to the contrary, Respondents have had the Contract Documents, which are responsive to Request Nos. 18 and 19, since before January 25, 2012.

Moreover, CIGNA also produced documents responsive to Request Nos. 1 and 6 before Respondents filed their Motion to Compel. On January 30, 2011, CIGNA’s counsel informed Respondents’ counsel that CIGNA would produce records responsive to Request Nos. 1 and 6, Motion, Ex. D, and on the afternoon of February 3, 2012, CIGNA produced those records (bates-labeled CIGNA 1 – CIGNA 69). Ex. 1. Therefore, Respondents also received documents responsive to Request Nos. 1 and 6 before they filed their Motion to Compel.

III. In Any Event, Respondents' Motion Should Be Denied As To Request Nos. 18 and 19.

A. Request Nos. 18 and 19 Lack The Requisite Particularity.

Although Rule 3.34 requires that a subpoena *duces tecum* “shall specify with reasonable particularity the material to be produced,” 16 C.F.R. § 3.34(b), Request Nos. 18 and 19 lack “reasonable particularity.”

Request No. 18 seeks, *inter alia*, documents “relating to” CIGNA’s contract negotiations and documents “relating to” contract proposals, drafts, and communications between CIGNA and the providers. Motion, Ex. A at 10. Similarly, Request No. 19 seeks documents “relating to” pricing models. *Id.* at 11. Subpoena requests that seek documents “concerning” or “relating to,” have been found to lack the “reasonable particularity” required by the Rules. *See e.g., In the Matter of North Texas Specialty Physicians*, 2004 FTC LEXIS 19, *12 (Feb. 4, 2004) (limiting request seeking “[a]ll internal and external correspondence, memoranda, and messages concerning or relating to” the respondent); *In the Matter of Flowers Industries, Inc.*, 1982 FTC LEXIS 96, *19-20 (Mar. 19, 1982) (limiting request seeking “all reports, studies or analyses” as excluding “correspondence or notes of meetings”).

Request No. 18 also improperly seeks documents that neither relate to the relevant geographic area nor to Respondents or SwedishAmerican (the other hospital system in the relevant area):

documents analyzing the geographic coverage of providers; documents, information, and data relied upon during contract negotiations (such as quality measures, member utilization patterns, and employer or member feedback regarding your provider network or product offerings); ... documents reflecting whether to include or exclude any hospital or hospital system, or physician or physician organization in your provider network; communications regarding any provider’s desire to exclude any other providers from a health plan....

Motion, Ex. A at 10.

Request No. 19 also impermissibly seeks production of documents beyond the Relevant Hospitals and beyond the Relevant Area, requesting documents that compare rates charged by the Relevant Hospitals with “*any hospital or provider in the Relevant Area or in Illinois.*” *Id.* at

11 (emphasis added). Not surprisingly, subpoena requests that are not limited to the relevant participants or geographic area fail to satisfy the “reasonable particularity” required by the Rules. See e.g., *In the Matter of North Texas Specialty Physicians*, 2004 FTC LEXIS 19, *13 (Feb. 4, 2004) (limiting request to relevant geographic area).

B. Request Nos. 18 and 19 Seek Documents That Respondents Already Possess.

Rule 3.31(c)(2)(i) allows the Administrative Law Judge to limit discovery where it “is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive is obtainable from some other source that is more convenient, less burdensome, or less expensive.” 16 C.F.R. § 3.31(c)(2)(i). Respondents already possess documents that are responsive to Request Nos. 18 and 19 and, therefore, CIGNA should not be required to produce those documents to Respondents.

For example, Request No. 18 seeks, *inter alia*, documents relating to contract negotiations, proposals, drafts, and communications between CIGNA and providers in the Relevant Area. Motion, Ex. A at 10. Obviously, Respondents possess such documents involving Respondents and CIGNA. Respondents also possess any “communications regarding [their] desire to exclude any other provider from a health plan” as well as “copies of [their] final provider contracts” with CIGNA, “including any amendments or modifications....” *Id.* Simply put, Respondents themselves are the “more convenient, less burdensome, [and] less expensive” source for the documents they seek in Request No. 18, and to require CIGNA to provide that those same documents would be “unreasonably cumulative or duplicative.” See e.g., *In the Matter of North Texas Specialty Physicians*, 2004 FTC LEXIS 20, *9 (Feb. 5, 2004) (“It is more convenient for a party, Complaint Counsel, to produce documents already obtained from United than to request production, a second time, from United, a non-party.”)

Similarly, requiring production of any additional documents in response to Request No. 19 also would be “unreasonably cumulative or duplicative.” CIGNA already has produced the contracts (and amendments thereto) that CIGNA has with Respondents, SwedishAmerican, and their physician groups, which documents include the applicable fee schedule and reimbursement terms for those agreements:

- Provider Group Services Agreement between CIGNA and SwedishAmerican effective June 1, 2009 (FTC-CIGNA 000001- 000018);
- Physician Group Services Agreement between CIGNA and Rockford effective August 1, 2006 (FTC-CIGNA 000019- 000035);
- Physician Group Services Agreement between CIGNA and OSF effective July 1, 2006 (FTC-CIGNA 000036-000044);
- Rates Only Amendment to Physician Services Agreement between CIGNA and OSF effective July 1, 2008 (FTC-CIGNA 000045-000075);
- Hospital Service Agreement between CIGNA and OFS effective July 1, 2006 (FTC-CIGNA 000076-000104);
- Hospital Service Agreement between CIGNA and Rockford effective July 15, 2006 (FTC-CIGNA 000107-000129);
- Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008 (FTC-CIGNA 000130-000138);
- PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008 (FTC-CIGNA 000139-000145);
- Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective July 1, 2008 to July 31, 2008 (FTC-CIGNA 000146-000154);
- PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective July 1, 2008 to July 31, 2008 (FTC-CIGNA 000155-000161);
- Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 20, 2009 (FTC-CIGNA 000162-000170);

- PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 20, 2009 (FTC-CIGNA 000171-000177);
- Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 17, 2010 (FTC-CIGNA 000178-000186);
- PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective June 17, 2010 (FTC-CIGNA 000187-000193);
- Amendment to Hospital Managed Care Agreement between CIGNA and SwedishAmerican effective June 1, 2009 (FTC-CIGNA 00194-000211);
- Rates Only Amendment to agreement between CIGNA and SwedishAmerican effective October 1, 2008 (FTC-CIGNA 000212-000227);
- Managed Care Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008 (FTC-CIGNA 000228-000236); and
- PPO Program Attachment to the Hospital Service Agreement between CIGNA and SwedishAmerican effective August 1, 2007 to July 31, 2008 (FTC-CIGNA 000237-000243).

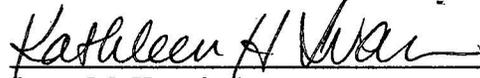
Because Respondents have received CIGNA's contracts and amendments, Respondents may compare for themselves the rates they charge CIGNA for the Relevant Services with those rates charged by SwedishAmerican, and requiring CIGNA to produce any additional documents in response to Request No. 19 would be "unreasonably cumulative or duplicative."

CONCLUSION

WHEREFORE, for the foregoing reasons, CIGNA respectfully request that the Court deny Respondents' Motion to Compel and award to CIGNA such other and further relief as the Court deems just and appropriate.

Dated: February 10, 2012

Respectfully submitted,



Jason M. Kuzniar

Cynthia G. Motley

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*Counsel for CIGNA Corporation and
Connecticut General Life Insurance
Company*

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that a true and correct copy of the foregoing was served on the following individuals by hand-delivery on February 10, 2012:

Donald S. Clark
Secretary
Federal Trade Commission
600 Pennsylvania Ave., NW, Room 172
Washington, D.C. 20580

Hon. D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, D.C. 20580

The undersigned further certifies that a true and correct copy of the foregoing was served on the following attorneys by electronic mail on February 12, 2012:

Complaint Counsel

Matthew J. Reilly (mreilly@ftc.gov)
Jeffrey H. Perry (jperry@ftc.gov)
Kenneth W. Field (kfield@ftc.gov)
Jeremy P. Morrison (jmorrison@ftc.gov)
Katherine A. Ambrogi (kambrogi@ftc.gov)
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, D.C. 20580

Counsel for OSF Healthcare System

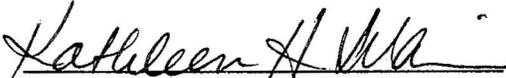
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600 13th St., N.W.
Washington D.C. 20005-3096


Kathleen H. Warin

Kuzniar, Jason M.

From: Kuzniar, Jason M.
Sent: Friday, February 03, 2012 3:44 PM
To: 'Lewis, Rachael'
Subject: RE: In the Matter of OSF Healthcare System and Rockford Health System
Attachments: 20120203 letter to R. Lewis_2.pdf; CIGNA 1_69.pdf; CIGNA 1_3.pdf

Rachael - Further to the below, please see attached. For your convenience, I've also included another pdf of CIGNA 1-69, which contains the "Confidential - Attorneys' Eyes Only" designation stamp on CIGNA 1-3.

Best regards,
Jason

Jason M. Kuzniar
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Chicago, IL 60603-5001
312-821-6122 (Direct)
312-704-0550 (Main)
312-704-1522 (Fax)
jason.kuzniar@wilsonelser.com

From: Kuzniar, Jason M.
Sent: Friday, February 03, 2012 3:33 PM
To: 'Lewis, Rachael'
Subject: RE: In the Matter of OSF Healthcare System and Rockford Health System

Rachael - Please be advised that CIGNA also designates CIGNA 1 - CIGNA 3 as "Confidential - Attorneys' Eyes Only" material in accordance with the Amended Protective Order. I will email you a copy of those documents stamped with that designation.

Best regards,
Jason

Jason M. Kuzniar
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312-704-0550 (Main)
312-704-1522 (Fax)
jason.kuzniar@wilsonelser.com



From: Kuzniar, Jason M.
Sent: Friday, February 03, 2012 3:28 PM
To: 'Lewis, Rachael'
Subject: RE: In the Matter of OSF Healthcare System and Rockford Health System

Rachael - Further to the below, please see attached letter and documents bates-labeled CIGNA 1 - CIGNA 69.

Best regards,
Jason

Jason M. Kuzniar
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jason.kuzniar@wilsonelser.com

From: Kuzniar, Jason M.
Sent: Friday, February 03, 2012 1:17 PM
To: 'Lewis, Rachael'
Subject: RE: In the Matter of OSF Healthcare System and Rockford Health System

Rachael - Per our call, please see attached. As we discussed, I will have the records produced in response to Request Nos. 1 and 6 bates-stamped with a prefix "CIGNA."

Best regards,
Jason

Jason M. Kuzniar
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jason.kuzniar@wilsonelser.com

From: Lewis, Rachael [<mailto:RLewis@mwe.com>]
Sent: Friday, February 03, 2012 12:49 PM
To: Kuzniar, Jason M.
Subject: RE: In the Matter of OSF Healthcare System and Rockford Health System

Jason,

2/9/2012

Thank you for promptly providing the data dictionary.

I believe that we have met and conferred regarding the document requests that were served on CIGNA in December. As I understand, CIGNA's position is that it will not produce documents in response to the document requests other than for Requests Nos. 1 and 6 as stated in your January 31, 2012 email. I ask that you return my call today to confirm my understanding of CIGNA's position before we move to compel.

Regards,
Rachael

Rachael V. Lewis
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600 13th Street NW
Washington DC 20005
202-756-8709 | rlewis@mwe.com

From: Kuzniar, Jason M. [<mailto:Jason.Kuzniar@wilsonelser.com>]
Sent: Friday, February 03, 2012 11:33 AM
To: Lewis, Rachael
Subject: RE: In the Matter of OSF Healthcare System and Rockford Health System

Rachael - Per your request, attached is the data dictionary.

Best regards,
Jason

Jason M. Kuzniar
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jason.kuzniar@wilsonelser.com

From: Lewis, Rachael [<mailto:RLewis@mwe.com>]
Sent: Thursday, February 02, 2012 8:50 PM
To: Kuzniar, Jason M.
Subject: In the Matter of OSF Healthcare System and Rockford Health System

Jason,

Our review of the payor claims data provided by CIGNA indicates that some of the fields in the data cannot be interpreted without a data dictionary or look-up table, and thus, we request that you provide this information.

Regards,
Rachael

2/9/2012

Rachael V. Lewis
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For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.
Thank you

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WRITER'S DIRECT DIAL 312-821-6122

WRITER'S E-MAIL ADDRESS: JASON.KUZNIAR@WILSONELSER.COM

February 3, 2012

VIA EMAIL (rlewis@mwe.com)

Rachael V. Lewis, Esq.
McDermott, Will & Emery LLP
600 Thirteenth Street, N.W.
Washington, D.C. 20005-3096

Re: *Federal Trade Commission v. OSF Healthcare System
and Rockford Health Systems*

Case No. : 3:11-cv-50344 (N.D. Ill)

Our File No. : 09855.00049

Dear Rachael:

Further to our call and my letter of today, enclosed please find documents bates-stamped CIGNA 1- CIGNA 69, which records are produced by CIGNA Corporation and Connecticut General Life Insurance Company ("CIGNA") in response to Request Nos. 1 and 6 of the document subpoenas.

As you will note, CIGNA has designated the following pages as "Confidential – Attorneys' Eyes Only" material in accordance with the January 6, 2012 Amended Protective Order:

CIGNA 30 – CIGNA 35
CIGNA 38 – CIGNA 43
CIGNA 50 – CIGNA 54
CIGNA 56

Please feel free to contact me with any questions or if you would like to discuss.

Very truly yours,

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP


Jason M. Kuzniar

Enclosures

1163828.1

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Affiliates: Berlin • Cologne • Frankfurt • Mexico City • Munich • Paris*

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WRITER'S E-MAIL ADDRESS: JASON.KUZNIAK@WILSONELSER.COM

February 3, 2012

VIA EMAIL (rlewis@mwe.com)

Rachael V. Lewis, Esq.
McDermott, Will & Emery LLP
600 Thirteenth Street, N.W.
Washington, D.C. 20005-3096

Re: *Federal Trade Commission v. OSF Healthcare System
and Rockford Health Systems*

Case No. : 3:11-cv-50344 (N.D. Ill)

Our File No. : 09855.00049

Dear Rachael:

Further to my email of today, please be advised that CIGNA Corporation and Connecticut General Life Insurance Company designate the following pages as "Confidential – Attorneys' Eyes Only" material in accordance with the January 6, 2012 Amended Protective Order:

CIGNA 1 – CIGNA 3

Enclosed please find a copy of those pages that are stamped with that designation.

In the meantime, please feel free to contact me with any questions or if you would like to discuss.

Very truly yours,

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP


Jason M. Kuzniar

Enclosures

1163845.1

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Milan
Munich New York Orange County Paris Rome Silicon Valley Washington, D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

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January 25, 2012

VIA E-MAIL *JASON.KUZNIAR@WILSONELSER.COM*
BY U.S. MAIL

Jason M. Kuzniar, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP
55 West Monroe Street, Suite 3800
Chicago, IL 60603-5001

Re: *Federal Trade Commission v. OSF Healthcare System and Rockford Health System*,
No. 11-cv-50344 (N.D. Ill.)

Dear Mr. Kuzniar:

Pursuant to Paragraph 14 of the Amended Protective Order entered January 6, 2012 in the above referenced matter (the "Order"), please be advised that Defendants may introduce into evidence at the preliminary injunction hearing and/or the pre- and post-hearing briefing the following documents and transcripts containing Confidential Material as defined in the Order:

- FTC-CIGNA-000001 - FTC-CIGNA-000018 (Provider Group Services Agreement between Cigna and SwedishAmerican Hospital Association)
- FTC-CIGNA-000019 - FTC-CIGNA-000035 (Physician Group Services Agreement between CIGNA and Rockford)
- FTC-CIGNA-000036 - FTC-CIGNA-000044 (Amendment re Physician Group Services Agreement between CIGNA and OSF)
- FTC-CIGNA-000045 - FTC-CIGNA-000104 (Rates Only Amendment between CIGNA and OSF)
- FTC-CIGNA-000105 - FTC-CIGNA-000106 (Letter to J. Smith from M. Ballard re Federal Coding change relating to Hospital Managed Care Agreement)
- FTC-CIGNA-000107 - FTC-CIGNA-000129 (Hospital Services Agreement between CIGNA and Rockford Memorial Hospital)
- FTC-CIGNA-000130 - FTC-CIGNA-000145 (Letter from A. McBrayer to K. Lewis re Notice of Increase in Contract Discounts for SwedishAmerican)

U.S. practice conducted through McDermott Will & Emery LLP.

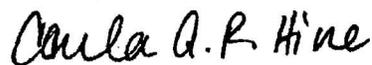
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- FTC-CIGNA-000146 - FTC-CIGNA-000161 (Letter from A. McBrayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican)
- FTC-CIGNA-000162 - FTC-CIGNA-000177 (Letter from A. McBrayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican)
- FTC-CIGNA-000178 - FTC-CIGNA-000193 (Letter from A. McBrayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican)
- FTC-CIGNA-000194 - FTC-CIGNA-000211 (Amendment to Hospital Managed Care Agreement between CIGNA and SwedishAmerican)
- FTC-CIGNA-000212 - FTC-CIGNA-000227 (Rates Only Amendment between CIGNA and SwedishAmerican)
- FTC-CIGNA-000228 - FTC-CIGNA-000243 (Letter from A. McBrayer to K. Lewis re: Notice of Increase in Contract Discounts for SwedishAmerican)
- Thomas Golias Deposition Transcript 01/11/2012: 12:24-13:12; 14:18-15:21; 16:11-17; 18:21-19:6; 22:9-14; 25:3-26:17; 26:24-28:6; 28:13-25; 29:4-30:3; 33:15-20; 34:2-9; 34:15-20; 37:2-16; 37:20-38:25; 41:9-43:21; 44:15-45:3; 45:18-46:9; 47:7-18; 49:17-50:25; 52:8-53:16; 53:18-57:12; 65:5-67:1; 67:13-68:21; 69:20-71:7; 73:14-76:24; 77:8-79:2; 92:7-93:8; 94:5-13; 100:25-101:9; 106:7-108:6; 109:14-111:2; 112:11-113:10; 115:13-116:25; 117:17-118:20; 119:3-9; 121:1-123:17; 124:4-125:6; 129:10-130:20; 136:22-137:17; 139:8-16; 139:20-141:17; 142:10-143:8; 144:3-146:11; 146:17-147:1; 147:19-154:2; 154:8-155:9; 157:6-159:18; 160:2-161:13; 161:17-25; 184:4-185:5; 185:16-186:11; 188:8-193:21; 198:25-199:10; 199:25-201:1; 201:11-202:3; 215:24-217:6; 225:2-11; 227:8-22; 230:20-231:10

Sincerely,



Carla A. R. Hine

cc: Nicole L. Castle, Esq.

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