

JAMES J. DONELON, COMMISSIONER
OF INSURANCE FOR THE STATE OF
LOUISIANA, IN HIS CAPACITY AS
REHABILITATOR OF LOUISIANA
HEALTH COOPERATIVE, INC.

versus

GROUP RESOURCES INCORPORATED,
MILLIMAN, INC., BUCK GLOBAL,
LLC. AND IRONSHORE SPECIALTY
COMPANY

SUIT NO.: 651,069 SECTION: 22

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

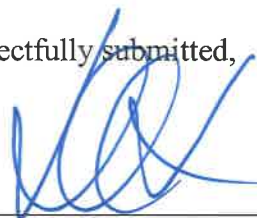
STATE OF LOUISIANA

**MOTION TO COMPEL MILLIMAN AND
REQUEST FOR HEARING ON SEPTEMBER 29, 2021**

NOW INTO COURT, through undersigned counsel, comes James J. Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc. ("LAHC"), through his duly appointed Receiver, Billy Bostick ("Plaintiff" or the "Receiver") who respectfully moves this Honorable Court to order defendant, Milliman, Inc. ("Milliman"), to respond appropriately and fully to the Receiver's written discovery as specified in the attached Memorandum in Support. The Receiver also respectfully requests that his MOTION TO COMPEL be set for Zoom hearing on September 29, 2021, at 10:00 a.m., the date and time of the previously scheduled Zoom hearing regarding the parties' previously filed Motions for Partial Summary Judgment / Motion in Limine, etc.

WHEREAS, given Milliman's responses to the Receiver's written discovery, and as set forth in the attached Memorandum in Support, the Receiver respectfully prays that counsel for Milliman be ordered to appear at a contradictory Zoom hearing on September 29, 2020, and show cause why the Receiver's Motion to Compel should not be granted.

Respectfully submitted,



J. E. Cullens, Jr., T.A., La. Bar #23011
Edward J. Walters, Jr., La. Bar #13214
Andrée M. Cullens, La. Bar #23212
S. Layne Lee, La. Bar #17689
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12345 Perkins Road, Bldg One
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cullens@lawbr.net

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished via e-mail to all counsel of record as follows, this 7th day of September, 2021, in Baton Rouge, Louisiana.

Harry Rosenberg
Phelps Dunbar
365 Canal Street
Suite 2000
New Orleans, LA 70130

Reid L. Ashinoff
Justin N. Kattan
Justine N. Margolis
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J. E. Cullens, Jr.

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GROUP RESOURCES INCORPORATED, MILLIMAN, INC., BUCK GLOBAL, LLC. AND IRONSHORE SPECIALTY COMPANY	:	PARISH OF EAST BATON ROUGE
	:	
	:	STATE OF LOUISIANA


RULE 10.1 CERTIFICATE OF CONFERNECE

I, the undersigned attorney, certify to the Court as follows:

Undersigned counsel and counsel for Milliman personally conducted a telephone conference on July 9, 2021. At this conference, there was a substantive discussion of the Receiver’s written discovery and Milliman’s responses to the same. Following this conference, undersigned counsel narrowed the Receiver’s discovery requests as set forth in the August 19, 2021, correspondence attached to the Receiver’s Motion to Compel as Exhibit C, all as set forth in the Memorandum in Support. Despite their best efforts, counsel have been unable to resolve the matters presented.

Certified this 7th day of September, 2021.

Respectfully submitted,



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	:	STATE OF LOUISIANA

ORDER

Considering the foregoing MOTION TO COMPEL MILLIMAN AND REQUEST FOR HEARING ON SEPTEMBER 29, 2021:

IT IS HEREBY ORDERED that Milliman appear and show cause at a contradictory hearing to be held via Zoom on the 29th day of September, 2021, at 10:00 a.m. (at the same time that previously filed Motions in the above-captioned case have been set and shall be heard) why Plaintiff’s MOTION TO COMPEL MILLIMAN should not be granted.

So ORDERED and SIGNED this ____ day of September, 2021, at Baton Rouge, Louisiana.

Hon. Judge Tim Kelley, 19th JDC

PLEASE NOTIFY AND SERVE:

Milliman, Inc.
Through its Counsel of Record:

Harry Rosenberg
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365 Canal Street
Suite 2000
New Orleans, LA 70130

Reid L. Ashinoff
Justin N. Kattan
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	:	STATE OF LOUISIANA

**MEMORANDUM IN SUPPORT OF
MOTION TO COMPEL MILLIMAN AND
REQUEST FOR HEARING ON SEPTEMBER 29, 2021**

MAY IT PLEASE THE COURT:

Plaintiff¹ respectfully files this Memorandum in Support of Motion to Compel Milliman and Request for Hearing on September 29, 2021—at the same time as the previously filed motions are currently set for Zoom hearing. For all of the following reasons, Plaintiff’s Motion to Compel should be GRANTED and Milliman should be ordered to produce the specific documents identified herein and previously requested without further delay.

PROCEDURAL HISTORY

On May 28, 2021, the Receiver propounded “Interrogatories and Request for Production of Documents to Milliman, Inc. Regarding Actuarial Work for Other COOPs”; attached hereto as Exhibit A. This single interrogatory and multi-part request for the production of documents asked Milliman, in summary, to identify which of the other 23 COOPs Milliman did actuarial work for and, in general, to produce all relevant documents regarding Milliman’s work for these other COOPs. On June 28, 2021, Milliman formally responded to the Receiver’s written discovery requests; attached hereto as Exhibit B is “Defendant Milliman, Inc.’s Responses to Plaintiff’s Interrogatories to Milliman, Inc.” and “Defendant Milliman, Inc.’s Responses and Objections to Plaintiff’s Requests for Production to Milliman, Inc.” Milliman makes approximately eight (8) pages of objections to the Receiver’s written discovery requests and, in essence, claims that the Receivers’ requests are “vague, ambiguous, overbroad, and unduly burdensome” and seek

¹ James J. Donelon, Commissioner of Insurance for the State of Louisiana in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc. (“LAHC”), through his duly appointed Receiver, Billy Bostick (“Plaintiff” or “Receiver”).

information not “reasonably calculated to lead to the discovery of admissible evidence.” In short, Milliman refused to provide any of the information or documents requested by the Receiver.

On July 9, 2021, undersigned counsel and counsel for Milliman participated in a Rule 10.1 conference in an effort to resolve this discovery dispute. Although Milliman reiterated its position that the information and documents regarding the other COOPs that Milliman did actuarial work for was irrelevant to this proceeding, counsel for Milliman encouraged the Receiver to at least streamline and focus its specific requests for documents. According to counsel for Milliman, it would be extremely burdensome and expensive for Milliman to identify, gather, and produce all of the information and documents originally requested by the Receiver.

After working to streamline and better focus his discovery requests in an effort to minimize the burden placed upon Milliman, on August 19, 2021, the Receiver reduced the scope of his original discovery requests and asked Milliman to agree to respond accordingly; see Attached Exhibit C. On August 26, 2021, undersigned counsel requested that Milliman respond to the Receiver’s correspondence on or before approximately September 1st, so that the Receiver could reasonably request that any continuing dispute be set for hearing on September 29th. Counsel for Milliman responded saying that they were unable to respond as requested. To date, Milliman has not responded to the Receiver’s correspondence of August 19th.

The parties will continue to try to reach a mutually acceptable resolution of this discovery dispute. If the Receiver and Milliman are able to reach an agreement prior to the hearing of this motion, they will immediately inform this Honorable Court accordingly.

RELEVANCE OF REQUESTED DOCUMENTS

Despite Milliman’s blanket objections to the Receiver’s discovery requests, the relevance of the information and documents requested by the Receiver is relatively obvious. Did Milliman agree to work for other COOPs on a contingency fee basis—in direct contravention of its professional duties owed to COOPs like LAHC? Did Milliman perform a “one-size-fits-all” actuarial analysis of LAHC and the other COOPs that failed miserably? If, in fact, Milliman agreed to condition its fee payment upon CMS approval of its feasibility studies done for all or most of the COOPs in LAHC’s position and, in fact, performed a “cookie-cutter” actuarial analysis to secure multiple fees in many states, then the Receiver’s task of proving that Milliman was grossly negligent in serving LAHC will be lessened considerably. In other words, whether Milliman

treated all COOPs in LAHC's position identically—or differently—is relevant information that informs an analysis of Milliman's conduct here.

Recall that, as alleged by the Receiver, the work done by Milliman for LAHC was grossly negligent. According to the feasibility study prepared by Milliman and relied upon by LAHC and the federal government as part of the ACA process, Milliman estimated that LAHC would lose \$1,892,000 in 2014 (i.e., that LAHC's net income in 2014 would be negative \$1,892,000). In actuality, LAHC reported a statutory loss of more than \$20 million in 2014 (i.e., LAHC's statutory net income in 2014 was actually negative \$20 million+). Milliman and LAHC's projections for 2014 were off by a factor of more than 10. For 2015, Milliman's projections were even more inaccurate: although Milliman projected that LAHC would earn \$1,662,000 in 2015 (i.e., LAHC's net income in 2015 would be positive \$1,662,000), in actuality, LAHC reported a statutory loss of more than \$54 million in 2015 (i.e., LAHC's statutory net income in 2015 was actually negative \$54 million+). Milliman and LAHC's projections for 2015 were off by a factor of more than 32. *See* Plaintiff's Fifth Amended Petition, ¶ 56.

Moreover, as specifically plead by the Receiver, in an apparent effort to maximize its profit, Milliman employed a "one-size-fits-all" approach to LAHC and the other COOPs that hired Milliman. According to the Receiver's Fifth Amended Petition:

45.

Upon information and belief, Milliman conditioned payment for its preparation of LAHC's feasibility study upon LAHC being awarded a loan by CMS. That is, Milliman would only receive payment for its services if LAHC's efforts to secure a loan from CMS were successful. By conditioning payment upon a successful result, Milliman compromised its independence as an actuary and thereby breached its duty to LAHC.

46.

Milliman served as the actuary for not only LAHC, but for the vast majority of the other, 23 CO-OP's originally created under the ACA around the country. To date, at least 19 of the 23 CO-Ops have ceased operation. Upon information and belief, Milliman used this same financing model (i.e., conditioning payment upon approval by the federal government) with all CO-OP's who hired Milliman to do actuarial work.

47.

The terms of the Agreement between LAHC AND Milliman (AND Milliman [and the] other CO-Ops) created an improper incentive for Milliman to convince federal officials to approve and fund the project. Approval and funding was the only way Milliman could recover its fee for the initial feasibility study and business plan, and also ensure future fees for the provision of additional actuarial services to LAHC and the other similarly situated CO-OPs around the nation. The improper financial motivation compromised Milliman's objectivity and independence in certifying the feasibility study and business plan.

48.

Milliman did not disclose its financial interest in LAHC (and the other CO-OPs) receiving federal funding approval or its potential conflict of interest to CMS, nor did

Milliman disclose and describe the implications of its financial interest and potential conflict to LAHC.

* * *

52.

Because Milliman provided a pro forma, cookie-cutter analysis of each CO-OP's financial condition and viability, as opposed to undertaking a detailed, market / state specific analysis for each and every individual CO-OP like LAHC, Milliman grossly deviated from acceptable actuarial practice. By using essentially the same methodology and analysis in each of the approximately 18 CO-OP's which Milliman compiled the feasibility studies for submission to the federal government, Milliman grossly breached its professional duty of care owed to LAHC and the other CO-Ops who contracted with Milliman to do this essential work.

Given Plaintiff's well-plead allegations of fact, the information and documents specifically requested by the Receiver are clearly calculated to lead to the discovery of admissible evidence. Milliman's categorical objections to the contrary are misplaced—especially now that the Receiver has limited the scope of his original discovery requests.

SPECIFIC RELIEF REQUESTED

Although the Receiver's original discovery requests were broad in scope (*e.g.*, they demanded the production of all "Communications" between Milliman and CMS regarding the other CO-OPs, all "Communications" related to Milliman's "reasons for making any assumptions contained within" relevant studies performed for other CO-OPs, and all "assumptions" made regarding Milliman's work done for the other CO-Ops, etc.), following the Rule 10.1 Conference, the Receiver has now agreed to significantly reduce the information and specific documents requested. As set forth in Exhibit C, the Receiver now requests that Milliman agree to answer / produce the following:

- Answer fully INTERROGATORY NO. 1: Please identify each and every CO-OP, other than LAHC, for which you provided Actuarial Services during the years 2010-2016, by providing the name of the CO-OP, the state in which the CO-OP operated or was expected or intended to operate, and the year(s) during which the Actuarial Services were provided. [Note: To clarify INTERROGATORY NO. 1, the term "CO-OP" refers to any health insurer organized and formed pursuant to the Patient Protection and Affordable Care Act of 2010 ("ACA").]
- Produce all engagement letters (signed and executed) that were used to engage Milliman to prepare initial feasibility studies for any ACA CO-OP that hired Milliman for this purpose.

- Produce a complete and accurate copy of all initial feasibility studies that Milliman submitted to the federal government (CMS) on behalf of each ACA CO-OP that hired Milliman.
- Produce all Pro-Forma reports prepared by Milliman for each of the ACA CO-OPs that hired Milliman in 2014 and 2015.
- Produce all of the 2014 rate filings for the individual insurance line of business for each ACA CO-OP that hired Milliman. If multiple filings were submitted, please produce all 2014 rate filings that were filed for each ACA CO-OP that hired Milliman.
- Produce all of the 2014 rate filings for the small group insurance line of business for each ACA CO-OP that hired Milliman. If multiple filings were submitted, please produce all 2014 rate filings that were filed for each ACA CO-OP that hired Milliman.

The specific, clearly-identified documents requested above should not be overly difficult or expensive for Milliman to produce. Plaintiff is not asking Milliman to analyze or disclose “assumptions” built into its analysis, or produce all related communications regarding its work done for these other CO-Ops. Instead, the Receiver is requesting that Milliman produce the essential documents from which the Receiver can determine the nature and extent of the actuarial work performed by Milliman for both LAHC and these other ACA CO-Ops.

CONCLUSION AND PRAYER

For all of the foregoing reasons, the Receiver respectfully requests and prays that his Motion to Compel be GRANTED and Milliman be ordered to produce the specific documents identified herein without further delay.

Respectfully submitted,



J. E. Cullens, Jr., T.A., La. Bar #23011
 Edward J. Walters, Jr., La. Bar #13214
 Andrée M. Cullens, La. Bar #23212
 S. Layne Lee, La. Bar #17689
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JAMES J. DONELON, COMMISSIONER OF INSURANCE FOR THE STATE OF LOUISIANA, IN HIS CAPACITY AS REHABILITATOR OF LOUISIANA HEALTH COOPERATIVE, INC.	:	SUIT NO.: 651,069 SECTION: 22
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VERSUS	:	PARISH OF EAST BATON ROUGE
	:	
CGI TECHNOLOGIES AND SOLUTIONS, INC., <i>ET AL.</i>	:	STATE OF LOUISIANA

**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO MILLIMAN, INC.
REGARDING ACTUARIAL WORK FOR OTHER COOPs**

TO: MILLIMAN, INC.
Through Harry Rosenberg
Phelps Dunbar, LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130

Plaintiff, James J. Donelon, Commissioner of Insurance for the State of Louisiana in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc., through his duly appointed Receiver, Billy Bostick (the "Receiver"), propounds these Interrogatories and Requests for Production of Documents to defendant, Milliman, Inc, answers and responses to be provided within thirty (30) days of service hereof in accordance with the Louisiana Code of Civil Procedure.

INSTRUCTIONS AND DEFINITIONS

1. **Location of production** – Plaintiff requests that all documents and evidence produced in response to the Requests for Production be produced at the offices of Walters Papillion Thomas Cullens, LLC, 12345 Perkins Road, Building One, Baton Rouge, Louisiana 70810, unless a different place is established by mutual agreement of the parties hereafter.
2. **Claims of Privilege/Privilege Log** – If any information requested herein is claimed to be privileged or otherwise protected from discovery, the respondent is requested to identify in writing, with particularity, the basis for such claim, and in the case of any document not produced, to identify in writing:
 - a) its author;
 - b) the date of its creation;
 - c) the names, positions and capacities of all persons to whom each document was addressed or by whom it was seen, read, disclosed or examined;
 - d) its general nature and subject matter and the basis upon which it is claimed to be privileged or otherwise protected from discovery; and
 - e) its present location and custodian.
3. **Definition of "Documents"** – Wherever used in these interrogatories and requests for production, the term "documents" shall mean all writings, records and recordings of any kind, whether in paper, magnetic or digital format, including but not limited to letters, memoranda, reports, handwritten notes, logs, formal or informal minutes, tape recordings, photographs, photocopies, telegrams, telefaxes, transcripts, electronic word processing and spreadsheet and other computer files, and email messages, wherever such "documents" are located and however produced or reproduced. A request for all "documents" includes a request for any and all non-identical copies of any such "documents" which may differ to any extent because of alterations, attachments, blanks, comments, notes, underlining or otherwise.



4. **Definition of “Communications”** – Wherever used in these interrogatories and requests for production, “Communications” includes any transmittal or receipt of information, whether by chance or prearranged, formal or informal, oral, written or electronic, and includes without limitation: conversations, meetings and discussions in person; conversations, meetings and discussions by telephone; and written correspondence through the use of the mails, courier services, electronic media (such as electronic mail and instant and text messages), and telephone lines and wires.
5. A request for information, Documents or Communications **“referencing,” “concerning”** or **“related to”** any given subject means any information or item of evidence that constitutes, contains, discusses, embodies, evidences, reflects, identifies, states, refers to, deals with, bears upon, or is in any way pertinent to that subject.
6. **Definition of “You” and “Your” and “Milliman”** – As used in these interrogatories and requests for production, the terms “you” and “your” and “Milliman” refer to Milliman, Inc., its subsidiaries, affiliates, employees, directors, officers, agents and/or representatives.
7. **Definition of “CMS”**- As used in these interrogatories and requests for production, the term “CMS” refers to the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.
8. **Definition of “ACA”** - As used in these interrogatories and requests for production, the term “ACA” refers to the Affordable Care Act, which was enacted in two parts: The Patient Protection and Affordable Care Act signed into law on March 23, 2010, amended by the Health Care and Education Reconciliation Act on March 30, 2010.
9. **Definition of “CO-OP”** - As used in these interrogatories and requests for production, the term “CO-OP” refers to a qualified nonprofit health insurance issuer as defined in Section 1332(c) the ACA, operating or intended to operate under the Consumer Operated and Oriented Plan Program, or CO-OP Program, established by the ACA.
10. **Definition of “LAHC”**- As used in these interrogatories and requests for production, the term “LAHC” refers to Louisiana Health Cooperative, Inc., a CO-OP created pursuant the ACA.
11. **Definition of “Actuary”**- As used in these interrogatories and requests for production, the term “Actuary” has the same definition and meaning as is set forth in the American Academy of Actuaries Code of Professional Conduct, specifically, “An individual who has been admitted to a class of membership to which the Code applies by action of any organization having adopted the Code.” When the term “actuary” is used without being capitalized, it refers to any individual practicing as an actuary, regardless of organizational membership or classification.
12. **Definition of “Actuarial Services”**- As used in these interrogatories and requests for production, the term “Actuarial Services” has the same definition and meaning as is set forth in the American Academy of Actuaries Code of Professional Conduct, specifically, “Professional services provided to a [client or employer] by an individual acting in the capacity of an actuary. Such services include the rendering of advice, recommendations, findings, or opinions based upon actuarial considerations.”
13. **Definition of “Actuarial Communication”**- As used in these interrogatories and requests for production, the term “Actuarial Communication” has the same definition and meaning as is set forth in the American Academy of Actuaries Code of Professional Conduct, specifically, “A written, electronic, or oral communication issued by an Actuary with respect to Actuarial Services.”
14. **Continuing Nature** – These interrogatories and requests for production are intended to be continuing in nature, and any information which you might receive between now and the trial of this matter should be furnished to the undersigned by supplemental answers and responses as required by the Louisiana Code of Civil Procedure.

INTERROGATORIES

INTERROGATORY NO. 1:

Please identify each and every CO-OP, other than LAHC, for which you provided Actuarial Services during the years 2010-2016, by providing the name of the CO-OP, the state in which the CO-OP operated or was expected or intended to operate, and the year(s) during which the Actuarial Services were provided.

REQUESTS FOR PRODUCTION

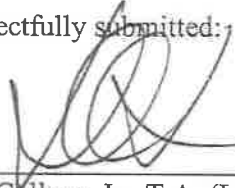
REQUEST FOR PRODUCTION NO. 1

For **each and every** CO-OP identified by you or which should have been identified by you in your answer to Interrogatory No. 1, and for **each and every** year related to which you provided Actuarial Services for that CO-OP, please produce:

- A. Any engagement letter, contract, agreement or other such Document or Communication establishing the fee arrangement between you and the CO-OP or between you and any agent, incorporator or principal of the CO-OP;
- B. Any Documents or Communications exchanged between you and CMS concerning the said fee arrangement, including, if applicable, the contingent nature of the fee to be charged;
- C. Any feasibility study or studies, or similar study or studies however denominated, that you produced or worked on as part of your Actuarial Services for the CO-OP;
- D. Any Documents, Communications and Actuarial Communications related to your reasons for making any assumptions contained within said study or studies, including but not necessarily limited to morbidity adjustments to Health Cost Guidelines, percentages or percentiles contained within adverse scenarios, assumed network discount levels, assumed enrollment levels, assumed average risk levels of anticipated enrollees, assumed coding efficiency by the CO-OP or its third party administrators, assumed levels of off-Exchange membership, assumed percentages of Out-Of-Network claims to be incurred, and assumed ability to compete on pricing levels or to undersell the market;
- E. Any rate filing(s) or similar filings filed with the state insurance authorities, that you produced or worked on as part of your Actuarial Services for the CO-OP; and
- F. Any Documents, Communications and Actuarial Communications related to your reasons for making any assumptions contained within said rate filing or filings, including but not necessarily limited to morbidity adjustments to Health Cost Guidelines, percentages or

percentiles contained within adverse scenarios, assumed network discount levels, assumed enrollment levels, assumed average risk levels of anticipated enrollees, assumed coding efficiency by the CO-OP or its TPAs, assumed levels of off-Exchange membership, assumed percentages of Out-Of-Network claims to be incurred, and assumed ability to compete on pricing levels or to undersell the market.

Respectfully submitted:



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Darrel J. Papillion (La. Bar #23243)

Edward J. Walters, Jr., La. Bar #13214

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New Orleans, LA 70163



J. E. Cullens, Jr.

19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: 651,069

SECTION 22

JAMES J. DONELON, COMMISSIONER OF INSURANCE FOR THE STATE OF
LOUISIANA IN HIS CAPACITY AS REHABILITATOR OF LOUISIANA HEALTH
COOPERATIVE, INC.

VERSUS

CGI TECHNOLOGIES AND SOLUTIONS, INC., GROUP RESOURCES INCORPORATED,
BEAM PARTNERS, LLC, MILLIMAN, INC., BUCK CONSULTANTS, LLC, WARNER L.
THOMAS, IV, WILLIAM A. OLIVER, SCOTT POSECAI, PAT QUINLAN, PETER
NOVEMBER, MICHAEL HULEFELD, ALLIED WORLD SPECIAL INSURANCE
COMPANY a/k/a DARWIN NATIONAL ASSURANCE COMPANY, ATLANTIC
SPECIALTY INSURANCE COMPANY, EVANSTON INSURANCE COMPANY, RSUI
INDEMNITY COMPANY, AND ZURICH AMERICAN INSURANCE COMPANY

**DEFENDANT MILLIMAN, INC.'s RESPONSES TO PLAINTIFF'S
INTERROGATORIES TO MILLIMAN, INC.**

Pursuant to the Louisiana Code of Civil Procedure (the "Code of Civil Procedure"),
Defendant Milliman, Inc. ("Milliman") hereby responds and objects to Plaintiff's Interrogatories
served May 28, 2021 (the "Interrogatories") as set forth below.

GENERAL OBJECTIONS

Milliman makes the following General Objections to the Interrogatories, which are
deemed incorporated into each of Milliman's responses set forth below. The assertion of the
same, similar, or additional objections in response to specific Interrogatories does not waive any
of Milliman's General Objections as set forth below.

1. Milliman objects to the Interrogatories, including the Definitions and Instructions
and each specific Interrogatory therein, to the extent that they seek to impose requirements that
are inconsistent with, or beyond those imposed by the Louisiana Code of Civil Procedure (the
"Code of Civil Procedure"), or any other applicable rule or law. Milliman will construe and
respond to the Interrogatories in accordance with the requirements of the Code of Civil
Procedure any other applicable rule or law, and the discovery protocols agreed upon by the
parties, or any future agreement reached between the parties concerning discovery.

2. Milliman objects to the Interrogatories, including the Definitions and Instructions
and each specific Interrogatory therein, on the grounds that they are unduly burdensome.



3. Milliman objects to the Interrogatories, including the Definitions and Instructions and each specific Interrogatory therein, to the extent that they are vague, ambiguous, overly broad, lack particularity, and/or seek information that is neither relevant to the claims or defenses of any party to the above-captioned action (the "Action") nor reasonably calculated to lead to the discovery of admissible evidence, as well as to the extent they are unduly burdensome because they impose significant expense and inconvenience.

4. Milliman objects to the Interrogatories, including the Definitions and Instructions and each specific Interrogatory therein, to the extent that they purport to impose an obligation on Milliman to conduct anything beyond a reasonable and diligent search for information from readily accessible sources where responsive information can reasonably be expected to be found.

5. Milliman objects to the Interrogatories, including the Definitions and Instructions and each specific Interrogatory therein, to the extent that they purport to require information that is (i) publicly available; (ii) already in the possession, custody, or control of Plaintiff; (iii) otherwise available from sources to which Plaintiff also has access; or (iv) obtainable from some other source that is more convenient, less burdensome, or less expensive.

6. Milliman objects to the Interrogatories, including the Definitions and Instructions and each specific Interrogatory therein, to the extent that they purport to require information that is protected by the attorney-client privilege, the attorney work-product doctrine, the joint defense or common interest doctrines, and/or any other applicable privilege, immunity, or protection (jointly "Privilege" or "Privileges").

7. Pursuant to the Stipulated Protective Order, entered on December 13, 2017 ("Protective Order"), any disclosure of information in response to the Interrogatories that is subject to a claim of Privilege shall be deemed to be inadvertent and no party shall be held to have waived any Privilege by such disclosure.

8. Milliman objects to the Interrogatories, including the Definitions and Instructions, and each specific Interrogatory therein, to the extent that they seek information that is also sought by Plaintiff's Requests for Production on the grounds that such discovery requests are unnecessarily prolix, cumulative and duplicative.

9. Milliman further objects to the Interrogatories, including the Definitions and Instructions, and each specific Interrogatory therein, to the extent they are interposed for the purpose of annoyance, embarrassment, or harassment.

10. Milliman objects to the Interrogatories, including the Definitions and Instructions and each specific Interrogatory therein, to the extent that they purport to seek the production of trade secrets or information that is proprietary, confidential, or commercially sensitive to Milliman and/or its employees, clients, and/or customers. Without waiving any objection herein, Milliman will only provide such information subject to the Protective Order.

11. Milliman objects to the Interrogatories, including the Definitions and Instructions and each specific Interrogatory therein, to the extent that they are argumentative, lack foundation, and/or incorporate allegations and assertions that are disputed or erroneous.

12. Milliman objects to the Interrogatories, including the Definitions and Instructions, and each specific Interrogatory therein, to the extent that they assume facts, or assume facts that are contrary to, or inconsistent with Milliman's Declinatory Exception, Defenses, and Answer to the Second Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial dated December 14, 2017.

13. Milliman's responses and objections are based on current knowledge after a reasonable inquiry to date. Additional facts or information could be revealed as the case progresses that could lead to additions to, changes in, and/or variations from the responses and objections herein. Milliman expressly reserves the right to supplement, amend, correct, clarify, or modify these responses and objections as the case develops. Milliman also reserves the right to use or rely on, at any time, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight or inadvertence.

14. Milliman expressly reserves all further objections as to the relevance and admissibility of the information provided, as well as the right to object to further discovery relating to the subject matter of any or all of the Interrogatories. Milliman's identification of a document in response to an Interrogatory does not qualify the document as a business record under Louisiana Code of Evidence Article 803(6), and is not a representation that any identified document is a business record or otherwise in any way relevant or admissible evidence.

Milliman expressly reserves all further objections to the discoverability, relevance, authenticity, or admissibility of the information and documents referenced herein, as well as the right to object to further discovery concerning the subject matter of the Interrogatories.

Objections to Definitions and Instructions

Milliman makes the following objections to the Definitions and Instructions set forth in the Requests, which form a part of the response to each and every Interrogatory (“Objections to the Definitions and Instructions”), and are set forth here to avoid repetition and duplication.

1. Milliman objects to the Instructions to the extent that they purport to broaden the obligations required by, or are otherwise inconsistent with, the Code of Civil Procedure, or any other applicable rule of law, and the discovery protocols agreed upon by the parties, including those set forth in any future agreement reached between the parties concerning discovery.

2. Milliman objects to the definition of “You” and “Your” as overly-broad and unduly burdensome to the extent that it refers to Milliman’s “owners, shareholders, directors, officers, agents, employees, affiliates, attorneys, and any other person acting on its behalf.”

Milliman defines “You” and “Your” as Milliman, Inc.

SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES

Subject to, and as limited by, the General Objections and Objections to the Definitions and Instructions above, Defendant further objects and responds to each of the Interrogatories as follows:

INTERROGATORY NO. 1:

Please identify each and every CO-OP, other than LAHC, for which you provided Actuarial Services during the years 2010-2016, by providing the name of the CO-OP, the state in which the CO-OP operated or was expected or intended to operate, and the year(s) during which the Actuarial Services were provided.

RESPONSE TO INTERROGATORY NO. 1:

Milliman objects to this Interrogatory on the additional grounds that this Interrogatory is vague, ambiguous, overbroad and unduly burdensome. Milliman further objects to this Interrogatory on the grounds that it seeks information that is neither relevant to the claims and defenses of any party to the Action nor reasonably calculated to lead to the discovery of

admissible evidence, and because it seeks information that is otherwise available from sources to which Plaintiff also has access. Subject to and without waiving the foregoing objections and General Objections, Milliman refers to its Response to Interrogatory No. 16 from Plaintiff's First Set of Interrogatories served October 13, 2017.

Dated: June 28, 2021
New Orleans, Louisiana

Respectfully submitted,

PHELPS DUNBAR LLP

/s/ Harry Rosenberg
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Counsel for Milliman, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing Milliman, Inc.'s Responses and Objections to Plaintiff James J. Donelon, Commissioner of Insurance for the State of Louisiana in His Capacity as Rehabilitator of Louisiana Health Cooperative, Inc.'s Interrogatories dated May 28, 2021 has been served upon all counsel of record via facsimile, e-mail and/or by placing the same in the U.S. Mail, postage pre-paid and properly addressed.

New Orleans, Louisiana, this 28th day of June 2021.

/s/ Harry Rosenberg

HARRY ROSENBERG

19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: 651,069

SECTION 22

JAMES J. DONELON, COMMISSIONER OF INSURANCE FOR THE STATE OF
LOUISIANA IN HIS CAPACITY AS REHABILITATOR OF LOUISIANA HEALTH
COOPERATIVE, INC.

VERSUS

CGI TECHNOLOGIES AND SOLUTIONS, INC., GROUP RESOURCES INCORPORATED,
BEAM PARTNERS, LLC, MILLIMAN, INC., BUCK CONSULTANTS, LLC, WARNER L.
THOMAS, IV, WILLIAM A. OLIVER, SCOTT POSECAI, PAT QUINLAN, PETER
NOVEMBER, MICHAEL HULEFELD, ALLIED WORLD SPECIAL INSURANCE
COMPANY a/k/a DARWIN NATIONAL ASSURANCE COMPANY, ATLANTIC
SPECIALTY INSURANCE COMPANY, EVANSTON INSURANCE COMPANY, RSUI
INDEMNITY COMPANY, AND ZURICH AMERICAN INSURANCE COMPANY

**DEFENDANT MILLIMAN, INC.'S RESPONSES AND OBJECTIONS TO
PLAINTIFF'S REQUESTS FOR PRODUCTION TO MILLIMAN, INC.**

Pursuant to the Louisiana Code of Civil Procedure (the "Code of Civil Procedure"),
Defendant Milliman, Inc. ("Milliman") hereby responds and objects to Plaintiff's Requests for
Production served May 28, 2021 (the "Requests") as set forth below.

GENERAL OBJECTIONS

Milliman makes the following General Objections to the Requests, which are deemed
incorporated into each of Milliman's responses set forth below. The assertion of the same,
similar, or additional objections in response to specific Requests does not waive any of
Milliman's General Objections as set forth below.

1. Milliman objects to the Requests, including the Definitions and Instructions, and
each specific Request therein, to the extent that they seek to impose requirements that are
inconsistent with or beyond those imposed by the Code of Civil Procedure, or any other
applicable rule or law. Milliman will construe and respond to the Requests in accordance with
the requirements of the Code of Civil Procedure, any other applicable rule or law, and the
discovery protocols agreed upon by the parties, or any future agreement reached between the
parties concerning discovery.

2. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein on the grounds that they are not answerable as written in their current form.

3. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, on the grounds that they are vague, ambiguous, overly broad, lack particularity, and/or seek information that is neither relevant to the claims and defenses of any party to the Action nor reasonably calculated to lead to the discovery of admissible evidence, as well as to the extent they are unduly burdensome because they impose significant expense and inconvenience.

4. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent they purport to seek disclosure of documents not within the possession, custody and/or control of Milliman.

5. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they purport to impose an obligation on Milliman to conduct anything beyond a reasonable and diligent search for information from readily accessible sources where responsive information can reasonably be expected to be found. By stating in these responses that Milliman will produce documents responsive to a specific Request, Milliman does not represent that any particular document(s) actually exist, but only that Milliman will make a good faith search in an attempt to ascertain whether responsive documents do, in fact, exist in its possession, custody and control. To the extent that documents are kept in electronic media, and to the extent Milliman has agreed to produce such documents, Milliman will conduct searches in accordance with the parties' agreed-upon search terms and protocols, and/or as the Court may direct.

6. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they purport to require information that is (i) publicly available; (ii) already in the possession, custody and control of Plaintiff; (iii) otherwise available from sources to which Plaintiff also has access; and/or (iv) obtainable from some other source that is more convenient, less burdensome and/or less expensive.

7. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they purport to require information, documents, communications and/or portions of documents that are protected by the attorney-client privilege, the work-product doctrine, the common interest and/or joint defense doctrines, and/or any other applicable privilege, immunity and/or protection (jointly "Privilege" or "Privileges"). Specific objections on the grounds of Privilege are provided for emphasis and clarity only, and the absence of a specific objection should not be interpreted as evidence that Milliman does not object to a Request on the basis of an applicable Privilege. Where appropriate, Milliman will produce documents in redacted form. A production in redacted form shall not be deemed to constitute a waiver of any Privilege. If Milliman inadvertently produces documents containing information subject to a Privilege, it shall not be deemed a waiver of such Privilege.

8. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they purport to seek the production of trade secrets and/or other information that is proprietary, confidential and/or commercially sensitive to Milliman and/or Milliman's respective employees, clients and/or customers. Without waiving any objection herein, Milliman will only provide information subject to the Protective Order.

9. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they seek information that is also sought by Plaintiff's Interrogatories on the grounds that such discovery requests are unnecessarily prolix, cumulative and duplicative.

10. Milliman objects to the Requests to the extent they are interposed for the purpose of annoyance, embarrassment, and/or harassment.

11. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they are argumentative, lack foundation, and/or incorporate allegations and assertions that are disputed and/or erroneous.

12. Milliman objects to the Requests, including the Definitions and Instructions, and each specific Request therein, to the extent that they assume facts and/or assume facts that are contrary to, and/or inconsistent with the Answer of Milliman, Inc. to Fifth Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial filed May 3, 2021.

13. Milliman has not completed its investigation or discovery into the subject matter of this Action or the underlying facts and evidence. Milliman's responses and objections are based on its current knowledge after a reasonable investigation to date. Additional facts or information could be revealed as the case progresses that could lead to additions to, changes in, and/or variations from the responses and objections provided herein. Milliman expressly reserves the right to supplement, amend, correct, clarify or modify these responses and objections as the case develops. Milliman also reserves the right to use or rely on, at any time, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight and/or inadvertence.

14. Milliman expressly reserves all further objections to the relevance, discoverability and/or admissibility of the documents produced, as well as the right to object to further discovery relating to the subject matter of any or all of the Requests. Milliman's production of a document in response to a Request does not qualify the document as a business record under Louisiana Code of Evidence Article 803(6), and is not a representation that any identified documents is a business record and/or otherwise in any way relevant and/or admissible evidence. Milliman expressly reserves all further objections to the discoverability, relevance, authenticity, and/or admissibility of the information and documents referenced herein, as well as the right to object to further discovery concerning the subject matter of the Requests.

15. No objection or limitation, or lack thereof, made in these responses and objections shall be deemed an admission by Milliman as to the existence or nonexistence of information or documents.

Objections to Definitions and Instructions

Milliman makes the following objections to the Definitions and Instructions set forth in the Requests, which form a part of the response to each and every Request ("Objections to the Definitions and Instructions"), and are set forth here to avoid repetition and duplication.

1. Milliman objects to the Instructions to the extent that they purport to broaden the obligations required by, or are otherwise inconsistent with, the Code of Civil Procedure, or any other applicable rule of law, the Protective Order so ordered December 13, 2017, and the

discovery protocols agreed upon by the parties, including those set forth in any future agreement reached between the parties.

2. Milliman objects to the definition of “You” and “Your” as overly-broad and unduly burdensome to the extent that it refers to Milliman’s “owners, shareholders, directors, officers, agents, employees, affiliates, attorneys, and any other person acting on its behalf.”

Milliman defines “You” and “Your” as Milliman, Inc.

SPECIFIC OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

Subject to, and as limited by, the General Objections and Objections to the Definitions and Instructions above, Defendant further objects and responds to each of the Requests as follows:

REQUEST FOR PRODUCTION NO. 1:

For each and every CO-OP identified by you or which should have been identified by you in your answer to Interrogatory No. 1, and for each and every year related to which you provided Actuarial Services for that CO-OP, please produce:

- A. Any engagement letter, contract, agreement or other such Document or Communication establishing the fee arrangement between you and the CO-OP or between you and any agent, incorporator or principal of the CO-OP;
- B. Any Documents or Communications exchanged between you and CMS concerning the said fee arrangement, including, if applicable, the contingent nature of the fee to be charged;
- C. Any feasibility study or studies, or similar study or studies however denominated, that you produced or worked on as part of your Actuarial Services for the CO-OP;
- D. Any Documents, Communications and Actuarial Communications related to your reasons for making any assumptions contained within said study or studies, including but not necessarily limited to morbidity adjustments to Health Cost Guidelines, percentages or percentiles contained within adverse scenarios, assumed network discount levels, assumed enrollment levels, assumed average risk levels of anticipated enrollees, assumed coding efficiency by the CO-OP or its third party administrators, assumed levels of off-

Exchange membership, assumed percentages of Out-Of-Network claims to be incurred, and assumed ability to compete on pricing levels or to undersell the market;

- E. Any rate filing(s) or similar filings filed with the state insurance authorities, that you produced or worked on as part of your Actuarial Services for the CO-OP; and
- F. Any Documents, Communications and Actuarial Communications related to your reasons for making any assumptions contained within said rate filing or filings, including but not necessarily limited to morbidity adjustments to Health Cost Guidelines, percentages or percentiles contained within adverse scenarios, assumed network discount levels, assumed enrollment levels, assumed average risk levels of anticipated enrollees, assumed coding efficiency by the CO-OP or its TPAs, assumed levels of off-Exchange membership, assumed percentages of Out-Of-Network claims to be incurred, and assumed ability to compete on pricing levels or to undersell the market.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Milliman objects to Request for Production No. 1 on the grounds that it is vague, ambiguous, overly broad, and seeks information that is neither relevant to the claims and defenses of any party to the Action nor reasonably calculated to lead to the discovery of admissible evidence. Milliman also objects to Request for Production No. 1 as unduly burdensome and imposing significant expense and inconvenience that far outweighs the limited probative value, if any, of the documents requested.

Dated: June 28, 2021

New Orleans, Louisiana

Respectfully submitted,

PHELPS DUNBAR LLP

/s/ Harry Rosenberg

PHELPS DUNBAR LLP
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Counsel for Milliman, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing Milliman, Inc.'s Responses and Objections to Plaintiff James J. Donelon, Commissioner of Insurance for the State of Louisiana in His Capacity as Rehabilitator of Louisiana Health Cooperative, Inc.'s Requests for Production dated May 28, 2021 has been served upon all counsel of record via facsimile, e-mail and/or by placing the same in the U.S. Mail, postage pre-paid and properly addressed.

New Orleans, Louisiana, this 28th day of June 2021.

Harry Rosenberg
HARRY ROSENBERG

Edward J. Walters, Jr. *
Darrel J. Papillion
David Abboud Thomas
J. Cullens * †
Andrée Matherne Cullens
Hayden A. Moore
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LAWBR.NET

August 19, 2021

VIA U.S. MAIL & EMAIL

Justin Kattan
Dentons US, LLP
1221 Avenue of the Americas
New York, NY 10020

Re: Donelon v. Milliman, *et al.*
Our File No.: 15142

Dear Justin:

On May 28, 2021, the Receiver propounded his Interrogatories and Requests for Production of Documents to Milliman, Inc. Regarding Actuarial Work for Other COOPs. On June 28, 2021, Milliman responded to this written discovery. In general, Milliman objected to answering the Receiver's interrogatory or producing any documents to his requests.

On July 9, 2021, we held a Rule 10.1 conference in an attempt to resolve this discovery dispute. At this discovery conference, Milliman informed us that it would be overly burdensome and overly expensive to respond to all of the Receiver's discovery requests. In summary, you asked us to try to limit the scope of the information and documents requested at this time in an effort to reach a mutually acceptable agreement regarding this discovery matter.

Since our Rule 10.1 conference, we have worked to limit the scope of our original requests in an effort to reach an agreement. If Milliman will agree to answer fully and produce the following specific documents / data within a reasonable time (like the next 30 to 45 days or so), then the Receiver will agree not to file a Motion to Compel production. Specifically, the Receiver requests that Milliman agree to answer / produce the following:

- Answer fully INTERROGATORY NO. 1: Please identify each and every CO-OP, other than LAHC, for which you provided Actuarial Services during the years 2010-2016, by providing the name of the CO-OP, the state in which the CO-OP operated or was expected or intended to operate, and the year(s) during which the Actuarial Services were provided. [Note: To clarify INTERROGATORY NO. 1, the term "CO-OP" refers to any health insurer organized and formed pursuant to the Patient Protection and Affordable Care Act of 2010 ("ACA").]



Justin Kattan
August 19, 2021
Page 2

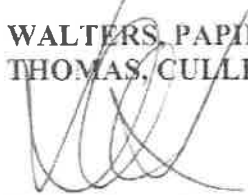
- Produce all engagement letters (signed and executed) that were used to engage Milliman to prepare initial feasibility studies for any ACA CO-OP that hired Milliman for this purpose.
- Produce a complete and accurate copy of all initial feasibility studies that Milliman submitted to the federal government (CMS) on behalf of each ACA CO-OP that hired Milliman.
- Produce all Pro-Forma reports prepared by Milliman for each of the ACA CO-OPs that hired Milliman in 2014 and 2015.
- Produce all of the 2014 rate filings for the individual insurance line of business for each ACA CO-OP that hired Milliman. If multiple filings were submitted, please produce all 2014 rate filings that were filed for each ACA CO-OP that hired Milliman.
- Produce all of the 2014 rate filings for the small group insurance line of business for each ACA CO-OP that hired Milliman. If multiple filings were submitted, please produce all 2014 rate filings that were filed for each ACA CO-OP that hired Milliman.

Once the Receiver has had an opportunity to review these limited documents, data, and information produced by Milliman, it may be unnecessary to request or review any of the other documents, data, and information that the Receiver originally requested of Milliman. The Receiver reserves his right to request additional documents, data, and/or information following his review of the documents, data, and information specified above in this correspondence.

Please let us know how Milliman wishes to proceed. We look forward to hearing from you. And, as always, please call or email me with any questions or concerns.

Sincerely,

WALTERS, PAPILLION,
THOMAS, CULLENS, LLC



J. E. Cullens, Jr.

JEC/kr
cc: Harry Rosenberg