

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

URIEL PHARMACY HEALTH AND WELFARE PLAN *et al*;

Plaintiffs,

v.

Case No. 2:22-cv-610-LA

ADVOCATE AURORA HEALTH, INC. and
AURORA HEALTH CARE, INC.,

Defendants.

PLAINTIFFS' MOTION TO FILE EXHIBITS UNDER SEAL

Plaintiffs Uriel Pharmacy Health and Welfare Plan *et al* ("Uriel"), by their undersigned counsel, pursuant to General Local Rule 79(d) and this Court's Amended Protective Order (Dkt. 66), respectfully submit the following Motion to Seal in order to comply with Section II.A.3. of the Amended Protective Order (*id.*) and Defendant's designation pursuant to the same. In support thereof, Uriel states as follows:

1. Uriel has, contemporaneously with this motion, filed a Motion to Compel Defendants to Reproduce Corporate Witness to Testify on Defendants' Communications with Federal and State Authorities ("Motion to Compel") and an accompanying Declaration of Jamie Crooks.
2. The contemporaneously filed submission contains eight (8) exhibits, as follows:
 - (a) October 20, 2025 Letter from A. Palmer to G. Dubinsky (Ex. A)
 - (b) August 15, 2025 Letter from G. Dubinsky to A. Palmer (Ex. B)
 - (c) August 25, 2025 Letter from A. Palmer to G. Dubinsky (Ex. C)
 - (d) September 10, 2025 Letter from G. Dubinsky to A. Palmer (Ex. D)
 - (e) September 30, 2025 Final Transcript of Daniel Brzozowski (Ex. E)

(f) October 3, 2025 Letter from J. Crooks to A. Palmer and accompanying the previously enclosed rough transcript of the September 30, 2025 deposition of Daniel Brzozowski (Ex. F)

(g) October 9, 2025 Letter from A. Palmer to J. Crooks (Ex. G)

(h) October 17, 2025 Email from J. Crooks to A. Palmer (Ex. H)

3. The Motion to Compel and supporting materials cite to and reference a deposition transcript designated as containing Confidential Information by Defendants pursuant to Section II.A.3. of the Protective Order. (Dkt. 66) The rough and final transcripts of the same were made available less than 30 days ago.

4. Because the Motion to Compel contains information subject to Defendants' designation made pursuant to Section II.A.3. of the Protective Order (Dkt. 66), Uriel seeks to file Exhibit E under seal. Similarly, because Exhibit F contains as an attachment a full rough transcript of the same deposition, Uriel seeks to file Exhibit F under seal as well.

5. Additionally, pursuant to the Parties' conferral under Civil L.R. 79(d)(4), Plaintiffs seek to file Exhibits A, B, C, D, E, F, G, and H under seal consistent with Defendants' designation. Exhibits A, B, C, and D have already been filed with the court under seal (*see* Dkt. 177) and are being filed with redactions consistent with this prior designation.

6. The instant motion includes a version of the document or material that redacts only those portions of the document that are subject to the restriction/sealing request, pursuant to Civil L.R. 79(d)(2).

7. Undersigned counsel certifies, pursuant to Civil L.R. 79(d)(4), that because of the time-sensitive nature of the Motion to Compel, the undersigned counsel initiated a conferral by email on the afternoon of October 20, 2025. Counsel for Defendants indicated that they

required additional time to examine the documents, and that, in the absence of such time, they may have been over-inclusive in designating documents confidential. The undersigned counsel will continue to confer with counsel for Defendants, and will submit revised versions of the sealed documents, with lesser restrictions, if practical.

8. Plaintiffs respectfully ask the Court to enter an order sealing Plaintiff's Motion to Compel and the exhibits to the Declaration of Jamie Crooks.

Dated: October 20, 2025

/s/ Jamie Crooks

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Exhibit A



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August 1, 2025

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BY E-MAIL

Gregory Dubinsky
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Re: July 22, 2025 Letter on Plaintiffs' 30(b)(6) Notices Issued to Defendants

Dear Counsel:

We write in further response to your July 22, 2025 letter (the "Letter") providing Plaintiffs' updated position on the 18 topics for which it has issued the two Rule 30(b)(6) deposition notices (the "Notices") to Defendants Advocate Aurora Health, Inc. and Aurora Health Care, Inc. ("Defendants" and collectively, "AAH"). Although Defendants appreciate the Letter's attempt to provide further specificity on certain topics, Defendants are disappointed that Plaintiffs have rejected the possibility of written discovery in lieu of live testimony, especially after expressing a willingness during the July 16, 2025 meet and confer to consider non-testimonial means for addressing multiple topics, particularly on those that mirrored written discovery requests.

In an effort to continue moving forward in a productive manner, Defendants provide their further position on each topic in light of Plaintiffs' latest Letter. As we continue to confer about these topics, Defendants believe a productive next step would be to discuss the timing and scheduling of witnesses to testify as to the topics for which Defendants have agreed to present a witness. Defendants will likely be required to designate multiple witnesses, and in assessing schedules and appropriate designees, Defendants would propose setting aside specified blocks of time on one or more days in early-to-mid September consistent with the scope of those topics. Defendants continue to reserve all rights.¹

¹ Plaintiffs continue to misstate the relevant Rule in contending that "absent a protective order that is *granted* before the noticed deposition dates, Defendants are obligated to present educated 30(b)(6) designees on both noticed dates." *Compare* Letter at 2 (emphasis added) *with* Fed. R. Civ. P. 37(d)(2) (recognizing that a failure to attend is "not excused . . . unless the party failing to act has a *pending* motion for a protective order under Rule 26(c)") (emphasis added). The case Plaintiffs offer is not to the contrary—there, the pending motion for protective order was "procedurally deficient and 'completely failed'" to show the need for a protective order, and sanctions were imposed only after

Topic 1: *The Agreements discussed at Bates numbers AAHEDWI00630705-AAHEDWI006307321; Your negotiations relating to those Agreement[s]; and whether there is “All Plans Language” in any other Agreements with Payers.*

The Letter suggests that for Topic 1, Plaintiffs are primarily interested in “negotiations” regarding four different types of provisions contained in Defendants’ contracts with six different payors over a twenty-year period, “including” for any time period surrounding “(a) initial entry, (b) modification, and (c) termination of the cited agreements.”

Even with Plaintiffs’ revisions, this Topic is still not “describe[d] with reasonable particularity” as Rule 30(b)(6) requires. In particular, the term “negotiations” is still so broad as to offer no reasonable limitation on what testimony may be sought. The dictionary definition Plaintiffs quote does not provide any particularity but rather suggests that Plaintiffs view “negotiations” to include any attempt to “confer with another so as to arrive at the settlement of some matter.” Such efforts to confer could include, among other things, any email, phone call, Zoom, or coffee meeting, over a two-decade time period. Defendants underscore that Plaintiffs have questioned AAH’s witnesses about these payor agreements at length in prior depositions, making the testimony Plaintiffs seek here cumulative or duplicative. *See United States ex rel. Patzer v. Sikorski Aircraft Corp.*, No. 11-C-0560, 2022 WL 784522, at *3 (E.D. Wis. Mar. 15, 2022) (Adelman, J.). Especially when Plaintiffs have asked those witnesses about particular communications that might constitute “negotiations,” as well as various provisions in the agreements, there is no reasonable ground to demand a 30(b)(6) deposition of AAH in which a designee would be compelled to review that testimony, memorize it, and then reiterate the same responses. In addition, Plaintiffs suggested during the meet-and-confer that they could identify particular time periods in which they are interested in discussing the “negotiations,” but the periods Plaintiffs reference in the Letter are merely illustrative (conditioned by “including” language) and still do not provide any meaningful limit on the Topic, which continues to span from the initial entry of the agreements in the early to mid-2000s through amendments to these negotiations in the early 2020s. Defendants again urge Plaintiffs to describe with particularity the specific negotiations they seek to ask a 30(b)(6) witness to testify about, including, for instance, by identifying the specific dates of negotiations, renewals, or amendments or by identifying particular documents about which a witness should be prepared to testify. Absent such particularity, Defendants are unable to prepare a witness to testify in response to this Topic and may need to seek Court intervention.

Topic 2: *How You set Contracted Rates for the Payers Anthem, United, Humana, Cigna, Common Ground, and Molina, (i.e., the entities whose Agreements are discussed at Bates numbers*

“two failures to attend properly noticed depositions.” *See Buckley v. S.W.O.R.N. Prot. LLC*, 1:20-cv-00357, 2022 WL 326547, at *3 (N.D. Ind. Feb. 3, 2022). Defendants are continuing to work towards resolving these issues with Plaintiffs in good faith without the need to burden the Court, including by agreeing to move the close of fact discovery as to the 30(b)(6) Notices to September 15.

AAHEDWI00630705-AAHEDWI00630732); which Payers, if any, pay Chargemaster Rates; and Your considerations in setting Contracted Rates as compared to Chargemaster Rates.

The Letter confirms that Plaintiffs are seeking information on the general process by which Defendants have set and maintained Contracted Rates for six Payers (namely Anthem, United, Humana, Cigna, Common Ground, and Molina), including how the Contracted Rates were arrived at in comparison to Chargemaster Rates and which Payers paid Chargemaster Rates. Based on Plaintiffs' representations in the Letter and the meet and confer, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject encompassed by Topic 2 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding specific instances of rate setting, Defendants request that Plaintiffs provide any documents that they seek testimony about no later than seven days before the deposition.²

Topic 3: *Whether You approved the Agreements discussed at Bates numbers AAHEDWI00630705-AAHEDWI00630732.*

Defendants appreciate Plaintiffs' confirmation that the language Defendants intend to use to respond to Request for Admission No. 2 satisfies Plaintiffs' needs with respect to Topic 3. Defendants accept Plaintiffs' offer to rely on the response to Request for Admission No. 2 in lieu of live testimony on this Topic.

Topic 4: *Your assessment of the economic value, competitive effects (including the effects on Competitors), and impact on quality, if any, of the following contractual language in the Agreements discussed at Bates numbers AAHEDWI00630705-AAHEDWI00630732: (1) provisions referred to as "All Plans Language"; (2) the duration and cancellation provisions of those Agreements; and (3) "[a]nnual inflators at [REDACTED] for broad Commercial networks" as discussed at AAHEDWI00450955.*

Defendants appreciate Plaintiffs' willingness to consider Defendants' designation of prior deposition testimony as the organization's position in light of the prior testimony on this Topic. In lieu of live 30(b)(6) testimony on this Topic, on July 25, 2025, Defendants proposed the following designations, which remain subject to revision based on further discussions with Plaintiffs and forthcoming depositions:

- **Topic 4(1):** Lenz Tr. 98:2-101:9, 223:10-225:11, 236:17-237:16; Stahlkopf Tr. 215:7-217:3; Muzi Tr. 85:21-86:15

² For the topics for which Plaintiffs have provided exemplar documents and Defendants have agreed to prepare and present a witness, Defendants will focus preparation of the witness on Plaintiffs' exemplar documents and comparable materials that can be readily identified using the examples provided.

- Topic 4(2): Hanson Tr. 44:5-14, 68:14-69:7; Turkal Tr. 215:11-217:17
- Topic 4(3): Turkal Tr. 210:18-211:16; Klein Tr. 361:18-363:7

Defendants intend to stand on these designations as sufficient to demonstrate the organization's position on the various parts of this Topic.

Topic 5: *The reasons why AAH "amended all major payor contracts to remove" (as stated at Bates number AAHEDWI00630689) Agreement provisions containing "All Plans Language" as used in, for example, AAHEDWI00046685, AAHEDWI00516963, and AAHEDWI00435293.*

Plaintiffs' Letter indicates that Plaintiffs are not seeking privileged information, but otherwise declines to provide further clarity on this Topic. On the conditions that Plaintiffs (1) will not seek privileged information and (2) any witness testimony on this Topic will not waive either attorney client privilege or work product protections, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject encompassed by Topic 5 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding specific discussions or documents, Defendants request that Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition.

Topic 6: *AAH's decision in or around 2021 to place "AAH's Wisconsin Managed Care contracting team . . . under new leadership" including but not limited to the circumstances surrounding the departure of "Titus Muzi, the former SVP for Managed Care Strategy, [who] left AAH in May 2021", as described in AAHEDWI00630685 at '696.* Defendants appreciate Plaintiffs' willingness to consider Defendants' designation of prior deposition testimony as the organization's position in light of the prior testimony on this Topic. In lieu of live 30(b)(6) testimony on this Topic, on July 25, 2025, Defendants proposed the following designations, which remain subject to revision based on further discussions with Plaintiffs and forthcoming depositions:

- Topic 6: Klein Tr. 322:14-329:9, 331:20-333:22

Defendants intend to stand on these designations as sufficient to demonstrate the organization's position on this Topic.

Topic 7: *The effects of Agreements that limit AAH Providers' ability to work for Competitors in Wisconsin or to open independent practices on barriers to entry for a provider of Health Care Services in geographic regions in which You operate from 2015 to the present.*

Plaintiffs' Letter indicates that they are seeking testimony regarding formal analyses regarding the impact of non-compete provisions in employment agreements of physicians or other medical personnel, in particular the "impact of non-compete clauses between medical personnel and Defendants' potential competitors on Defendants' ability to expand into new regions in Wisconsin." Plaintiffs have also agreed to limit the testimony to the period from 2000 to 2006 and 2015 to the

present. While Defendants continue to believe that written responses would suffice to resolve this Topic, Defendants are evaluating further in light of Plaintiffs' clarification to determine whether it is feasible to prepare and present a witness to testify on this Topic.

Topic 8: *Your assessment of whether the removal by 2021 of "All Plans Language" requirements or provisions, as discussed at Bates numbers AAHEDWI00630705-AAHEDWI00630732, affected the quality of Health Care Services provided by AAH in Wisconsin.*

Plaintiffs' Letter seeks to clarify this Topic by providing a dictionary definition of "assessment," which Plaintiffs assign as the term's "ordinary meaning." This purported limitation does not actually add any particularization to the Topic, especially because the definition embraces any "action or instance of making a judgment about something," which could include any instance of "making a judgment" even if a single person has an offhanded comment about the Topic or never communicates that "judgment" to any other person. Nevertheless, to avoid burdening the Court with motion practice on this Topic, and based on Plaintiffs' representations in the Letter and the meet and confer, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject encompassed by Topic 8 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding specific "assessments," Defendants request that Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition. .

Topic 9: *Your analysis, assessment, and/or evaluation of (a) Your market share and Market Power; (b) the identity of Your Competitors; (c) the manner in which You define the geographic regions in which You operate; (d) Your Pricing with respect to Health Care Services, including relative to Your Competitors; and (e) the state of competition between You and Your Competitors.*

Defendants appreciate Plaintiffs' willingness to consider Defendants' designation of prior deposition testimony as the organization's position in light of the prior testimony on this Topic. In lieu of live 30(b)(6) testimony on this Topic, on July 25, 2025, Defendants proposed the following designations, which remain subject to revision based on further discussions with Plaintiffs and forthcoming depositions:

- **Topic 9(b):** Bahr Tr. 52:5-12, 113:16-21; Bahr (Reopened) Tr. 23:11-21, 24:14-25:5; Bard Tr. 46:24-47:2, 51:8-14, 77:20-23, 119:12-15; Klein Tr. 190:1-2; Powder Tr. 185:19-186:9; Turkal Tr. 46:9-19, 46:23-47:13, 251:21-252:2
- **Topic 9(c):** Bahr Tr. 12:2-13:25, 42:16-24, 79:4-22; Fields Tr. 28:16-32:23, 38:19-40:10, 61:14-25, 62:11-63:17

Defendants intend to stand on these designations as sufficient to demonstrate the organization's position on the various parts of this Topic.

With respect to Topics 9(a), 9(d), and 9(e), Plaintiffs' Letter continues to misrepresent how Defendants have engaged in discussions with third parties to provide particularity to the Topics in the 30(b)(6) deposition notices issued to those third parties. As Defendants stressed on the call, for the similar topics Defendants included in third-party notices, Defendants identified for those third parties (including Bellin and as Defendants will do for Froedtert's deposition) the particular categories of strategy or planning presentations that would be discussed. While Defendants appreciate the documents Plaintiffs included in their Letter, these documents do not provide any insight or particularity on what types of "analyses, assessments, and/or evaluations" of "market share," "Market Power," "Pricing," or "state of competition" that Plaintiffs seek through live testimony on this Topic. If Plaintiffs are seeking testimony regarding formal analyses prepared on specific dates, Defendants would invite that insight; otherwise, Defendants expect that Plaintiffs will provide with particularity the types of information they would be seeking through testimony Topics 9(a), (d), and (e). Absent such particularity, Defendants are unable to prepare a witness to testify in response to this Topic and may need to seek Court intervention.

Topic 10: *The overall costs associated with opening a Medical Facility in the Aurora Service Area, as defined at AAHEDWI02259293 (including the costs described in the press releases available at <https://www.aurorahealthcare.org/news/aurora-medical-center-fond-du-lac-now-open>, <https://www.aurorahealthcare.org/news/aurora-health-care-announces-plans-to-build-ambulatory-surgery-center-physician-office-building-in-pleasant-prairie>, and <https://www.aurorahealthcare.org/news/advocate-aurora-health-celebrates-construction-of-new-aurora-medical-center-sheboygan-county>), and AAH's knowledge of any new or existing Competitor's potential entry into the Aurora Service Area, as defined at AAHEDWI02259293, from 2012 to the present.*

Defendants appreciate Plaintiffs' proposal of a stipulation addressing the first part of this Topic by identifying the costs incurred for construction and opening of medical facilities since January 1, 2005. Defendants are evaluating the feasibility of providing such a stipulation. However, Defendants continue to object to the portion of this Topic that seeks testimony on "AAH's knowledge of any new or existing Competitor's potential entry into the Aurora Service Area" from "2012 to the present." Defendants reiterate that such information is not collected or otherwise available to the organization in a readily identifiable manner. It would be unduly burdensome for a designee to be required to review and testify as to what amounts to any non-Aurora facility potentially entering the so-called "Aurora Service Area." Moreover, any such "knowledge" of Competitors' actions would almost certainly be based on public information that is equally accessible to Plaintiffs. If Plaintiffs have a particular instance or instances of Competitors' "entry into the Aurora Service Area" that they seek to ask a witness about, Defendants continue to welcome that clarity. Absent such particularity, Defendants will be unable to prepare a witness adequately to testify to the level of detail and time period that the latter half of this Topic seeks and Defendants expect they may need to seek Court intervention.

Topic 11: *Any complaints, concerns, or objections conveyed by the Payers Anthem, United, Humana, Cigna, Common Ground, and Molina, (i.e., the entities whose Agreements are discussed at Bates numbers AAHEDWI00630705- AAHEDWI00630732) concerning “All Plans Language” as used in, for example, AAHEDWI00046685, AAHEDWI00516963, and AAHEDWI00435293.*

Defendants appreciate Plaintiffs’ Letter providing exemplar documents on which this Topic seeks testimony, though Defendants continue to maintain that this Topic can be addressed through written discovery, including Plaintiffs’ Interrogatories covering a similar subject matter. Nevertheless, to avoid burdening the Court, based on Plaintiffs’ representations in the Letter and the meet and confer, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject encompassed by Topic 11 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding specific “complaints, concerns, or objections,” Defendants request that Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition.

Topic 12: *Your knowledge of whether Payers desired to engage in Steering or to offer Tiered Networks.*

Defendants appreciate Plaintiffs’ willingness to consider Defendants’ designation of prior deposition testimony as the organization’s position in light of the prior testimony on this Topic. In lieu of live 30(b)(6) testimony on this Topic, on July 25, 2025, Defendants proposed the following designations, which remain subject to revision based on further discussions with Plaintiffs and forthcoming depositions:

- **Topic 12:** Klein Tr. 163:10-164:8, 164:15-166:9, 261:7-262:8, 262:18-264:2, 264:15-265:2, 265:6-19

Defendants intend to stand on these designations as sufficient to demonstrate the organization’s position on the various parts of this Topic.

Topic 13: *AAH’s analysis and evaluation of the merger between Advocate Health Care and Aurora Health Care, including but not limited to AAH’s analysis and evaluation of the (a) impact of the mergers on AAH and any of its predecessor entities, (b) AAH’s reasoning behind and justifications for the mergers, (c) value of Advocate Health Care and Aurora Health Care, (d) potential efficiencies to be gained through the mergers, and (e) anticipated competitive effects of the mergers.*

Defendants appreciate Plaintiffs’ willingness to consider Defendants’ designation of prior deposition testimony as the organization’s position in light of the prior testimony on this Topic. In lieu of live 30(b)(6) testimony on this Topic, on July 25, 2025, Defendants proposed the following designations, which remain subject to revision based on further discussions with Plaintiffs and forthcoming depositions:

- Topic 13: Powder Tr. 43:14-45:14, 49:4-50:6, 51:1-52:5, 60:20-61:22, 64:15-65:1, 116:11-117:10; Skogsbergh Tr. 108:6-111:17; Klein Tr. 363:10-365:8; Turkal Tr. 23:1-24:21, 149:4-150:12, 150:19-151:21

Defendants intend to stand on these designations as sufficient to demonstrate the organization's position on the various parts of this Topic.

Topic 14: *Aurora's enforcement of "All Plans" requirements or other contractual terms that, for example, formed the basis for the claims it filed in Aurora Health Care, Inc. v. Wisconsin Physician Service Insurance Corporation, Wis. Cir. Ct. 2005, Case No. 05-CV-11279.*

As with Topic 11, Defendants continue to believe that this Topic could be addressed through Plaintiffs' pending Interrogatories on the very same subject matter. However, Defendants appreciate Plaintiffs' indication that they seek testimony only on "specific situations in which Defendants notified payers that they were actually or potentially not in compliance" with the "All Plans Language," and contract provisions that have "the effect of preventing Payers or Health Plans from communicating with employers and patients about the prices paid for Health Care." Defendants believe that this latter category of provisions still lacks particularity and would welcome clarity from Plaintiffs on the specific contract provisions Plaintiffs seek to discuss. With that additional clarity, and based on Plaintiffs' representations in the Letter and the meet and confer, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject encompassed by Topic 14 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding specific instances of "enforcement," Defendants request that Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition.

Topics 15 and 16: *AAH's financial performance from 2000 to 2006 and 2016 to the present, including but not limited to AAH's (a) revenue, (b) profits, (c) profit margins, and (d) how these financial metrics changed over time.*

AAH's financial targets from 2000 to 2006 and 2016 to the present and anticipated future financial performance, including but not limited to AAH's (a) revenue targets, (b) profit targets, (c) profit margin targets, and (d) how these financial targets were set and changed over time.

Defendants appreciate Plaintiffs' willingness to forgo live 30(b)(6) testimony on these Topics on the condition that Defendants produce the materials mentioned in Plaintiffs' Letter. Defendants agree to these terms and are evaluating the feasibility of collecting and producing these materials.

Topic 17: *AAH's communications and interactions with the Federal Trade Commission, the United States Department of Justice, and the Wisconsin Attorney General's Office concerning (a) Your Market Power in the Aurora Service Area, as defined at AAHEDWI02259293, (b) Your market share in the Aurora Service Area, as defined at AAHEDWI02259293, and (c) the "All Plans Language" as used in, for example, AAHEDWI00046685, AAHEDWI00516963, and AAHEDWI00435293.*

The Letter indicates that Plaintiffs see “no reason to further clarify” this Topic despite Plaintiffs’ representation during the meet and confer that they would consider forgoing subparts (a) and (b) of this topic and despite the concerns Defendants raised regarding the breadth of information sought for a 21-year time frame and unlimited geography on such unbounded topics as “market share” and “market power.” Plaintiffs have also provided no clarity regarding what matters beyond the 2021/2022 Civil Investigative Demand (“CID”) that the Department of Justice (“DOJ”) issued.

Indeed, Plaintiffs previously issued a similarly broad document request regarding “All Documents relating to any governmental investigation” conducted by DOJ, the Wisconsin Attorney General, or the Federal Trade Commission (“FTC”), which Defendants likewise objected on breadth and burden grounds. *See* Defs.’ Resps. & Objs. to Pls.’ First Set of Requests for Production of Documents (“RFPs”) at RFPs 57–58 (June 17, 2024). After an extended period of back and forth, Plaintiffs ultimately agreed to limit those requests to documents with the aforementioned government entities “containing comparisons of AAH’s pricing to that of its competitors or relating to any question of whether AAH’s pricing is supracompetitive and [] any documents relating to allegations or questions of whether AAH’s conduct was anticompetitive” for periods from 2014 to the present. In response, Defendants informed Plaintiffs on November 25, 2024 and January 6, 2025, that they were not aware of any matters responsive to those topics except to the extent that the CID meets those criteria. Plaintiffs also separately sought documents relating to acquisitions of medical facilities. To satisfy this portion of the request, on February 14, 2025, Defendants produced HSR filings and related communications with DOJ, FTC, or the Wisconsin Attorney General for Aurora transactions that involved or included the acquisition of a facility or physician practice located in Wisconsin. Defendants also note that despite Plaintiffs’ representation in response to Topic 5 that Plaintiffs would not seek privileged information, Plaintiffs offered no representation on Topic 17.

Nevertheless, to avoid burdening the Court, and on the conditions that (1) Plaintiffs will not seek privileged information, (2) any witness testimony on this Topic will not waive either attorney client privilege or work product protections, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the DOJ CID for Topic 17 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding specific “communications or interactions,” Defendants request that Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition. To the extent that Plaintiffs are seeking testimony on other interactions with the identified agencies about reviews of pending transactions or other instances in which they believe topics including “market power” or “market share” might be addressed, Defendants expect that Plaintiffs will specify those accordingly.

Topic 18: *AAH’s decision on whether to abide by or otherwise apply the terms of the settlement between the United States Department of Justice and AAH predecessor entity Atrium Health (see U.S. v. The Charlotte-Mecklenburg Hospital Authority, 3:16-cv-00311-RJC-DCK, Dkt. 87) to AAH’s operations in Wisconsin.*

Gregory Dubinsky

- 10 -

August 1, 2025

As with Topic 17, Plaintiffs' Letter indicates that Plaintiffs see "no reason to further clarify" this Topic. Defendants continue to believe that this Topic can be addressed fully through a written response. Nevertheless, to avoid burdening the Court, and on the conditions that Plaintiffs (1) will not seek privileged information and (2) any witness testimony on this Topic will not waive either attorney client privilege or work product protections, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject encompassed by Topic 18 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). Defendants request that Plaintiffs provide any documents that they seek specific testimony about in relation to this Topic no later than seven days before the deposition.

Very truly yours,

/s/ Anne Johnson Palmer

Anne Johnson Palmer

cc: Counsel of Record

Exhibit B

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August 15, 2025

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RE: Rule 30(b)(6) Notices in *Patrick Shaw, et al. v. Advocate Aurora Health, Inc., et al.*, No. 2:24-cv-157 (E.D. Wis.)

Counsel,

We write in response to your Letter of August 1, 2025 concerning Plaintiffs' 30(b)(6) notices to Defendants (the "Letter" or "Ltr.").¹ Plaintiffs' positions on Defendants' responses are set forth below. Plaintiffs reserve all rights, including the right to provide additional documents to Defendants in advance of the depositions, as Defendants requested in the Letter.

* * *

Topic 1: Since serving the 30(b)(6) notices, Plaintiffs have substantially narrowed Topic 1 at Defendants' request, including by:

- Limiting the topic to only "formal negotiation[s]" between Defendants and their payor counterparties (and not informal "coffee meeting[s]" as Defendant suggest, Ltr. at 2);
- Limiting the time period of the topic to the time of entry, modification, and termination of the relevant agreements;

¹ Capitalized terms used herein shall have the definitions set forth in the notices.

- Limiting relevant negotiations to those between “Defendants and the counterparties to the agreements that Plaintiffs specifically identify in Topic 1”—*i.e.*, just seven payers; and
- Limiting the topic to just four specific contract provisions that Plaintiffs are interested in eliciting testimony about² and the “grand bargain” formed with respect to these four provisions and the entire agreement(s).

See Plaintiffs’ July 22 Ltr. at 2-3.

Despite Plaintiffs’ willingness to narrow the topic, Defendants still assert that Plaintiffs must “describe with particularity the specific negotiations they seek to ask a 30(b)(6) witness to testify about, including, for instance, by identifying the specific dates of negotiations, renewals, or amendments[.]” Ltr. at 2. As a threshold matter, Plaintiffs dispute Defendants’ assertion that Topic 1 was ever overbroad, but Defendants’ complaints ring particularly hollow in light of Plaintiffs’ agreement to further narrow the scope. It is unclear to Plaintiffs how preparing a witness to testify on this narrow set of circumstances—which is central to Plaintiffs’ case—could be unreasonably burdensome for Defendants, and indeed Defendants have provided no compelling explanation.

Moreover, Defendants’ demands put Plaintiffs in an impossible (and unfair) position. Defendants refuse to prepare a witness unless Plaintiffs identify specific negotiations between Defendants and their counterparties. But only **Defendants** have full knowledge of the formal negotiations that meet the narrow circumstances identified by Plaintiffs. Limiting this Topic 1 to only the specific negotiations that Plaintiffs have uncovered in discovery, to date, would unduly circumscribe this topic beyond what is required under Rule 30(b)(6) and the Federal Rules.

For the above reasons, Plaintiffs reject Defendants’ assertion that Topic 1 is too broad to permit the preparation of a 30(b)(6) witness. To the contrary, Defendants have all they need to prepare a witness on this topic. If Defendants are unwilling to do so despite Plaintiffs’ repeated efforts to further narrow and refine Topic 1, Defendants will need to seek a protective order.

Topic 2: Defendants state that they “will present and prepare a witness to testify regarding the subject encompassed by Topic 2 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6).” Ltr. at 3. Plaintiffs accept Defendants’ response with respect to Topic 2 and reserve all rights.

Topic 3: Defendants have admitted that they “voluntarily entered into [their] written Agreements with Payers with an understanding of the content and terms that the parties had negotiated in those Agreements.” Defendants’ Responses and Objections to Plaintiffs’ First Set

² Those four provisions are “All Plans Language,” duration and cancellation provisions, provisions that prevent Payers or Health Plans from communicating with employers and patients about the prices paid for Health Care, and annual inflators at [REDACTED] for broad commercial networks.

of Requests for Admission at 8. Accordingly, Plaintiffs accept Defendants' response with respect to Topic 3 and agree not to question Defendants' designee(s) on this topic.

Topic 4: Plaintiffs address Defendant's proposed re-designations concerning each sub-topic below:

- Topic 4(1): Plaintiffs accept Defendants' proposed designations, provided that Plaintiffs are permitted to question Defendants' designee(s) on the existence of any analysis underlying the value ascribed to "All Plans" provisions by Defendants.
- Topic 4(2): Defendants' proposal does not adequately respond to Topic 4(2). For example, Defendants' proposal does not address any economic valuation assigned to the relevant contract terms by Defendants or the competitive effects of the relevant contract provisions. Plaintiffs will examine Defendants' designee(s) on this sub-topic.
- Topic 4(3): Defendants' proposal does not adequately respond to Topic 4(3). For example, as with 4(2), Defendants' proposal does not address any economic valuation assigned to the relevant contract terms by Defendants or the competitive effects of the relevant contract provisions. Plaintiffs will examine Defendants' designee(s) on this sub-topic.

Topic 5: Defendants state that they "will present and prepare a witness to testify regarding the subject encompassed by Topic 5 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6)." Ltr. at 4. Plaintiffs accept Defendants' response with respect to Topic 5 and reserve all rights.

Topic 6: Defendants' proposed re-designations are not a substitute for live testimony concerning Topic 6, which is already very narrow in scope. Plaintiffs require the opportunity to examine Defendants' designee(s) on the reasoning behind Mr. Muzi's termination, particularly given the conflicting bases noted in documents produced by Defendants as compared to the testimony of certain witnesses. Accepting Defendants' proposed re-designations would deprive Plaintiffs of that opportunity. Plaintiffs will examine Defendants' designee(s) on this topic.

Topic 7: Defendants state that they are further considering "Plaintiffs' clarification to determine whether it is feasible to prepare and present a witness to testify on this Topic." Ltr. at 5. Plaintiffs await Defendants' response.

Topic 8: Defendants state that they "will present and prepare a witness to testify regarding the subject encompassed by Topic 8 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6)." Ltr. at 5. Plaintiffs accept Defendants' response with respect to Topic 8 and reserve all rights.

Topic 9: Plaintiffs address Defendant's proposed re-designations concerning each sub-topic below:

- Topic 9(b): Plaintiffs accept Defendants' proposed re-designations with respect to the identity of Defendants' competitors only. Plaintiffs will examine Defendants' designee(s) on the nature of the competition between Defendants and the competitors identified in Defendants' proposed re-designations.
- Topic 9(c): Plaintiffs will accept Defendants' proposed re-designations in lieu of live testimony, provided that Defendants also designate the following testimony: Skogsbergh 250:16-23; Klein 341:11-342:4.

On the remaining sub-topics as to which Defendants have not proposed re-designating prior testimony, *i.e.*, sub-topics (a), (d), and (e), Defendants assert—without support—that the documents identified by Plaintiffs “do not provide any insight or particularity on what types of ‘analyses, assessments, and/or evaluations’” that Topic 9 targets. Plaintiffs dispute this. For example, Plaintiffs' cited documents include:

- Two slide decks discussing whether “employers value Aurora as a ‘needed’ provider in their employee’s health plan” (AAHEDWI00291181 at ‘182; *see also* AAHEDWI02574124 at ‘125);
- One slide deck noting that Aurora attained “[f]avorable payor contracts due to market dominance” (AAHEDWI00701275 at ‘278);
- Two emails noting that “[REDACTED]” (AAHEDWI01039116 at ‘116; *see also* AAHEDWI02110109 at ‘109);
- An email noting that Defendants “[REDACTED]” (AAHEDWI00082436 at ‘438);
- A spreadsheet identifying “Aurora’s Market Share of the Baby Boomer Generation” in various geographies (AAHEDWI01516397 at ‘397); and
- A slide deck noting “Aurora’s Market Share of Commercial Cases” in various geographies (AAHEDWI01321655 at ‘684).

These documents clearly illustrate the types of analyses concerning Topic 9 that Plaintiffs are interested in, and Defendants' assertion that Topic 9 is too broad to permit the preparation of a 30(b)(6) witness is therefore unfounded. Defendants have all they need to prepare a witness on this topic. If Defendants are unwilling to do so despite Plaintiffs' repeated efforts, Defendants will need to seek a protective order.

Topic 10: Defendants state that if “Plaintiffs have a particular instance or instances of Competitors’ ‘entry into the Aurora Service Area’ that they seek to ask a witness about, Defendants continue to welcome that clarity.” As set forth in the topic itself, Plaintiffs are interested in “AAH’s knowledge of any new or existing Competitor’s potential entry into the Aurora Service Area, as defined at AAHEDWI02259293, from 2012 to the present” for the following potential competitors:

- Aspirus Health;
- Marshfield Clinic Health System;
- Gundersen Health System;
- UChicago Medicine;
- Northwestern Medicine, formerly known as Northwestern Memorial Healthcare;
- Rush University System;
- Endeavor Health, formerly known as NorthShore University HealthSystem, formerly known as Evanston Northwestern Healthcare;
- Advocate Health Care; and
- OSF HealthCare.

Plaintiffs expect that, with this added specificity, Defendants will prepare a designee to discuss this topic on an agreed-to date.

Topic 11: Defendants state that they “will present and prepare a witness to testify regarding the subject encompassed by Topic 11 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6).” Ltr. at 7. Plaintiffs accept Defendants’ response with respect to Topic 11 and reserve all rights.

Topic 12: Plaintiffs will accept Defendants’ proposed re-designations in lieu of live testimony, provided that Defendants also designate the following testimony: Skogsbergh 101:3-12; 257:8-259:14.

Topic 13: Defendants’ proposal does not adequately respond to Topic 13. For example, Defendants’ proposed re-designations do not address the impact of the merger on Defendants, the value of Advocate Health Care and Aurora Health Care as separate entities, and the anticipated effects of the merger on Defendants’ competitors, among other things. Plaintiffs will examine Defendants’ designee(s) on this topic.

Topic 14: Defendants state that they “will present and prepare a witness to testify regarding the subject encompassed by Topic 14 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6)[,]” if Plaintiffs specify “the specific contract provisions Plaintiffs seek to discuss.” Ltr. at 8. Plaintiffs are interested in provisions (a) referred to as “All Plans Language,” as defined in Plaintiffs’ notices; (b) concerning the duration and cancellation of those Agreements; (c) that have the effect of preventing Payers or Health Plans from communicating with employers and patients about the prices paid for Health Care, and (d) providing for “[a]nnual inflators at [REDACTED] for broad Commercial networks” as discussed at AAHEDWI00450955. Plaintiffs expect that, with this added specificity, Defendants will prepare a designee to discuss this topic on an agreed-to date.

Topics 15 and 16: Defendants state that they agree to Plaintiffs' proposal to forego these topics if Defendants produce certain documents requested in Plaintiffs' July 22 letter. Plaintiffs await Defendants' production and reserve the right to question Defendants' witness(es) on this topic if Defendants' production does not satisfy Plaintiffs' request.

Topic 17: Defendants state that they "will present and prepare a witness to testify regarding the DOJ CID for Topic 17 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6)." Ltr. at 9. Defendants also state that "[t]o the extent that Plaintiffs are seeking testimony on other interactions with the identified agencies about reviews of pending transactions or other instances in which they believe topics including 'market power' or 'market share' might be addressed, Defendants expect that Plaintiffs will specify those accordingly." *Id.* Plaintiffs are interested in communications between Defendants and the DOJ, FTC, and Wisconsin Attorney General's Office concerning the following transactions:

- The merger between Advocate Aurora Health and Atrium Health.
- The acquisition of Bay Area Medical Center by Advocate Aurora Health.
- The merger between Aurora Health Care and Advocate Health Care.
- The formation of Aurora Health Care's joint venture with Bay Area Medical Center.

Topic 18: Defendants state that they "will present and prepare a witness to testify regarding the subject encompassed by Topic 18 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6)." Ltr. at 10. Plaintiffs accept Defendants' response with respect to Topic 18 and reserve all rights.

Topic 19: Plaintiffs will address this dispute in a separate response to your August 14 letter.

* * *

Finally, Plaintiffs agree that it makes sense to meet and confer concerning the timing and scheduling of these depositions (and any related logistics). Plaintiffs are available to meet and confer on the following days and times:

- August 18: 9am – 3pm; after 4pm ET.
- August 20: after 4:30pm ET.

Please let us know at your earliest convenience when Defendants are available. Plaintiffs reserve all rights.

August 15, 2025
Page 7

Sincerely,

/s/ Gregory J. Dubinsky
Gregory J. Dubinsky

cc: Counsel for all parties of record

Exhibit C



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August 25, 2025

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BY E-MAIL

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Dear Counsel:

We write in response to your August 15, 2025 letter (the “August 15 Letter”) providing Plaintiffs’ updated position on 18 of the 19 Topics for which it has issued the two Rule 30(b)(6) deposition notices (the “Notices”) to Defendants Advocate Aurora Health, Inc. and Aurora Health Care, Inc. (“Defendants” and collectively, “AAH”).¹

Based on the August 15 Letter, Defendants understand that the parties have reached agreement on the presentation of witnesses for certain topics—as narrowed by Defendants’ August 1, 2025 letter (“August 1 Letter”)—and that Plaintiffs have accepted, in part, certain of Defendants’ proposed deposition designations in lieu of live 30(b)(6) testimony. Defendants, however, are disappointed that the August 15 Letter otherwise fails to move this meet and confer process forward in a productive fashion. In particular, the August 15 Letter fails to provide further specificity on and/or narrow many topics where necessary and instead demands Defendants move for a protective order.

In an effort to again advance the parties’ discussions, Defendants provide below their updated positions on each outstanding Topic in light of the August 15 Letter. Defendants anticipate designating Larry Lenz to testify as to Topics 2, 8, 11, and 14, Rick Klein to testify as to Topics 5 and 6, and Dan Brzozowski to testify as to Topics 17 and 18, though Defendants continue to reserve all rights, including to alter designees. Defendants will confirm each of the Topics upon which each of these individuals will testify by no later than seven days prior to an agreed-upon deposition date

¹ On August 8, 2025—after serving two prior sets of Rule 30(b)(6) deposition notices—Plaintiffs unilaterally served the amended Notices, which added a new Topic 19 seeking testimony on the following Topic: “The steps that You have taken to collect and produce documents responsive to the plaintiffs’ document requests in *Uriel Pharm. v. Advocate Aurora Health*, No. 22-cv-610 (E.D. Wis.) and *Shaw v. Advocate Aurora Health*, No. 24-cv-157 (E.D. Wis.), including Your identification of potential sources of responsive documents and Your decisions on whether or not to search such sources.” Defendants responded and objected to Plaintiffs’ attempt to add this new Topic in a separate August 14, 2025 correspondence.

and timeframe for the designee to address the associated Topics. Defendants continue to reserve all rights.²

Topic 1: *The Agreements discussed at Bates numbers AAHEDWI00630705-AAHEDWI006307321; Your negotiations relating to those Agreement[s]; and whether there is “All Plans Language” in any other Agreements with Payers.*

Plaintiffs ignore Defendants’ August 1 Letter and claim that Topic 1 is sufficiently narrow to allow Defendants to prepare a witness to testify on behalf of the organization. That is far from the case.

Plaintiffs’ attempt to characterize how they have purportedly “narrowed” this Topic in recent weeks underscores just how overbroad and unbounded of a subject matter the Topic continues to encompass. Even as purportedly “narrowed,” the Topic covers (1) formal negotiations, (2) near the time of entry, modification, and termination of the relevant agreements over a twenty-year period, for (3) six separate payors, and (4) involving what Plaintiffs characterize as four separate provisions in those agreements. As we explained in our August 1 Letter, Plaintiffs’ attempts at revising Topic 1 use a scalpel where a cleaver is necessary, such that the Topic still is not sufficiently “describe[d] with reasonable particularity” to allow Defendants to prepare a witness to testify on behalf of the organization.³

Plaintiffs also misrepresent the parties’ relevant knowledge on Defendants’ negotiations with these six payors when claiming that it would be “unfair” for Plaintiffs to prepare a narrowed topic to a specific set of negotiations. As Plaintiffs well know, we are near the close of discovery. To date, Plaintiffs have (1) received over 2.6 million pages of documents from Defendants, (2) taken 30 depositions of Defendants’ witnesses, and (3) received thousands of documents from, and deposed, all but one of the payors relevant to this Topic. This exchange of discovery is far from the “unfair” asymmetry of information as you characterize in your August 15 Letter. Plaintiffs have obtained more than enough information during the course of discovery to identify specific instances of discussions between Defendants and these six payors on which Plaintiffs seek testimony.

Unless Plaintiffs actually narrow Topic 1, Defendants believe the parties are at an impasse.

Topic 4: *Your assessment of the economic value, competitive effects (including the effects on Competitors), and impact on quality, if any, of the following contractual language in the Agreements discussed at Bates numbers AAHEDWI00630705-AAHEDWI00630732: (1) provisions referred to as “All Plans Language”; (2) the duration and cancellation provisions of those Agreements; and (3)*

² For the avoidance of doubt, Defendants incorporate herein by reference the positions set forth in Defendants’ August 1 Letter.

³ See Defendants’ August 1 Letter, at 2.

“[a]nnual inflators at [REDACTED] for broad Commercial networks” as discussed at AAHEDWI00450955.

In response to Plaintiffs’ offer to consider designation of prior deposition testimony in lieu of live Rule 30(b)(6) testimony, on July 25, 2025, Defendants proposed certain designations of prior deposition testimony to establish the organization’s position for each of the three subparts of Topic 4. In response, Plaintiffs’ August 15 Letter failed to accept any of these designations and responded to each as follows:

- Topic 4(1): Defendants proposed various designations from the testimony of Mr. Lenz, Mr. Stahlkopf, and Mr. Muzi on this subtopic.⁴ In response, Plaintiffs agreed to accept these designations only if Plaintiffs are still “permitted to question Defendants’ designee(s) on the existence of any analysis underlying the value ascribed to ‘All Plans’ provisions by Defendants.” Plaintiffs take this position despite the fact that Defendants’ proposed designations squarely address this issue and confirm that no such analysis exists.
- Topic 4(2): Defendants proposed various designations from the testimony of Ms. Hanson and Dr. Turkal on this subtopic.⁵ In response, Plaintiffs have outright rejected Defendants’ proposed designations, claiming that the proposed designations do not address “any economic valuation assigned to the relevant contract terms by Defendants or the competitive effects of the relevant contract provisions.” With respect to the former, Plaintiffs seemingly demand designations of testimony proving a negative—that no such valuations exist. As for the latter point, Defendants’ designations did indeed address the “competitive effects” of the term and extension provisions in the Agreements.⁶
- Topic 4(3): Defendants proposed various designations from the testimony of Mr. Klein and Dr. Turkal on this subtopic.⁷ Plaintiffs have similarly rejected Defendants’ proposed designations for this subtopic with another conclusory assertion that “Defendants’ proposal does not address any economic valuation assigned to the relevant contract terms by Defendants or the competitive effects of the relevant contract provisions.” Defendants

⁴ Lenz Tr. 98:2-101:9, 223:10-225:11, 236:17-237:16; Stahlkopf Tr. 215:7-217:3; Muzi Tr. 85:21-86:15.

⁵ Hanson Tr. 44:5-14, 68:14-69:7; Turkal Tr. 215:11-217:17.

⁶ See, e.g., Turkal Tr. 215:23-216:14 (Q. “Do you know why they were for the lengths they were at, understanding you don’t remember the exact term? A. Our general belief, without addressing any of these specifically, is that longer contracts created more stability for patients, so they were not coming in and out of the system. If they chose to stay with us, they could do so because we had long-term contracts. There were many times in health care markets around the country when contracts were one year, and patients would be -- suddenly find themselves not being able to return to their doctor or their health care system. So part of the strategy that predated me as CEO was longer contracts, if they are appropriate, are better for our health care organization, but they’re especially better for the patients we take care of.”)

⁷ Turkal Tr. 210:18-211:16; Klein Tr. 361:18-363:7.

disagree with these contentions for the same reasons as those set forth above with respect to Topic 4(2).⁸

As stated in our prior letter, Defendants intend to stand on these designations—without any further conditions—as sufficient to demonstrate the organization’s position on the various subparts of this Topic. Absent Plaintiffs’ agreement to accept Defendants’ proposed designations in lieu of live testimony, Defendants believe the parties are at an impasse.

Topic 6: *AAH’s decision in or around 2021 to place “AAH’s Wisconsin Managed Care contracting team . . . under new leadership” including but not limited to the circumstances surrounding the departure of “Titus Muzi, the former SVP for Managed Care Strategy, [who] left AAH in May 2021”, as described in AAHEDWI00630685 at ‘696.* In response to Plaintiffs’ offer to consider designation of prior deposition testimony in lieu of live Rule 30(b)(6) testimony, on July 25, 2025, Defendants proposed certain designations of prior deposition testimony to establish the organization’s position for this Topic.⁹ Plaintiffs have not provided any rationale supporting their rejection of these designations. Instead, the August 15 Letter simply asserts that “the proposed re-designations are not a substitute for live testimony concerning Topic 6, which is already very narrow in scope,” which begs the question of why Plaintiffs entertained such designations in the first place. It is not a productive use of the parties’ meet and confer process for Plaintiffs to unilaterally backtrack on the use of deposition designations in lieu of live testimony with respect to this Topic. Further, Plaintiffs make a generic claim—without any support—that there are “conflicting bases noted in documents produced by Defendants as compared to the testimony of certain witnesses.” Even if such conflicts were to exist (which Defendants do not concede), the designations, not specific documents, are being proposed as Defendants’ organizational position on the Topic.

Nevertheless, to avoid burdening the Court with motion practice on this Topic, and based on Plaintiffs’ representations and clarifications in their July 22, 2025 letter (the “July 22 Letter”) and the meet and confer, and with Defendants reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify regarding the subject matter encompassed by Topic 6 based on information reasonably known or reasonably available to the organization, as required by Rule 30(b)(6). To the extent that testimony is sought regarding a specific rationale for the relevant “decision”—as Plaintiffs seem to suggest in their Letter when referencing “competing

⁸ See, e.g., Turkal. Tr. 210:18-211:16 (“Q. And the next bullet says, ‘Annual inflators at [REDACTED] for broad commercial networks’? A. Yes. Q. What’s your understanding of what that means? A. This – as I recall – and I’m certainly not an expert on the minutiae of the various contracts – but there – there were – there was usually an inflation factor with an increase annually if we met all of the things that we needed to meet in the contract, and sometimes that that included quality measures. Q. And when you say ‘inflation factor,’ do you mean inflation as in like consumer price index inflation or something else? A. Not necessarily CPI, but our cost of delivering care in many respects would go up annually with employee raises. Over half of our costs in health care are our employees. They deliver the care. Those people get raises, so it’s – it’s in concert with making sure that we are able to keep good employees and able to have contracts that pay us adequately.”).

⁹ Klein Tr. 322:14-329:9, 331:20-333:22.

conflicting bases noted in documents produced by Defendants as compared to the testimony of certain witnesses”—Defendants request that Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition.

Topic 7: *The effects of Agreements that limit AAH Providers’ ability to work for Competitors in Wisconsin or to open independent practices on barriers to entry for a provider of Health Care Services in geographic regions in which You operate from 2015 to the present.*

Defendants have continued to evaluate this Topic further in light of the July 22 Letter’s clarification that Plaintiffs only seek testimony “regarding any formal analysis conducted by Defendants concerning the impact of non-compete provisions in employment agreements of physicians or other medical personnel, whether those provisions are included in agreements between medical personnel and Defendants or medical personnel and other providers.”

Based upon our reasonable investigation and Plaintiffs’ representations and clarifications in their July 22 Letter and the meet and confer, and with Defendants reserving all rights and without waiving any objections, Defendants hereby represent that no such “formal analyses” exist. Defendants are willing to prepare a stipulation to that effect in lieu of live testimony on this Topic. Please confirm whether Plaintiffs agree to this proposal.

Topic 9: *Your analysis, assessment, and/or evaluation of (a) Your market share and Market Power; (b) the identity of Your Competitors; (c) the manner in which You define the geographic regions in which You operate; (d) Your Pricing with respect to Health Care Services, including relative to Your Competitors; and (e) the state of competition between You and Your Competitors.*

In response to Plaintiffs’ offer to consider prior deposition testimony in lieu of live Rule 30(b)(6) testimony, on July 25, 2025, Defendants proposed certain designations of prior deposition testimony sufficient to establish the organization’s position for each of the subparts of Topic 9. In response, Plaintiffs’ August 15 Letter indicated a willingness to accept these designations only upon certain unworkable conditions, as follows:

- **Topic 9(b):** Defendants proposed various designations from the testimony of Dr. Bahr, Mr. Bard, Mr. Klein, Mr. Powder, and Dr. Turkal on this subtopic.¹⁰ Plaintiffs do not dispute that Defendants’ designations are sufficient for this subtopic. Instead, Plaintiffs state they will accept the designations “with respect to the identity of Defendants’ competitors only,” and “will examine Defendants’ designee(s) on the nature of the competition between Defendants and the competitors identified in Defendants’ proposed re-designations.” But this subtopic only requests “the identity of Your Competitors,” and no more. Defendants cannot determine

¹⁰ Bahr Tr. 52:5-12, 113:16-21; Bahr (Reopened) Tr. 23:11-21, 24:14-25:5; Bard Tr. 46:24-47:2, 51:8-14, 77:20-23, 119:12-15; Klein Tr. 190:1-2; Powder Tr. 185:19-186:9; Turkal Tr. 46:9-19, 46:23-47:13, 251:21-252:2.

from the August 15 Letter whether Plaintiffs are taking the position that their agreement to the use of the proposed Topic 9(b) designations is contingent upon Defendants providing testimony on Topic 9(e). Please clarify Plaintiffs' position with respect to Topic 9(b) and the designations proposed by Defendants.

- Topic 9(c): Defendants proposed various designations from the testimony of Dr. Bahr and Ms. Fields on this subtopic.¹¹ Plaintiffs refuse to accept Defendants' deposition designations for this subtopic unless Defendants agree to accept additional designations proposed by Plaintiffs. Unlike Defendants' designations, however, Plaintiffs' additions do not reflect any "analysis, assessment, and/or evaluation of... the manner in which You define the geographic regions in which You operate," but instead simply provide general descriptions of Aurora's service area.¹² Defendants' proposed designations by contrast, directly respond to Topic 9(c) and actually address "the manner in which" such regions are defined.¹³

As stated in our prior letter, Defendants intend to stand on these designations—without further conditions—as sufficient to demonstrate the organization's position on these subtopics. Absent Plaintiffs' agreement to accept these designations in lieu of live testimony, Defendants believe the parties are at an impasse.

Finally, with respect to Topics 9(a), 9(d), and 9(e), Plaintiffs' August 15 Letter still does not provide the particularity requested so as to enable Defendants to prepare a witness to testify in response to these subtopics. Instead, Plaintiffs simply provide a bulleted list describing the documents that Plaintiffs already had provided Defendants. This illustrative listing of documents does not supply any meaningful insight or particularity on what types of "analys[e]s, assessment[s], and/or evaluation[s]" of "market share," "Market Power," "Pricing," or "state of competition" that Plaintiffs seek through live testimony on these subtopics. Defendants reiterate that if Plaintiffs are seeking

¹¹ Bahr Tr. 12:2-13:25, 42:16-24, 79:4-22; Fields Tr. 28:16-32:23, 38:19-40:10, 61:14-25, 62:11-63:17.

¹² See, e.g., Klein Tr. 341:11-342:4 ("Q. Okay. And do you see where it says Aurora service area? At the very bottom? A. Bottom? I see. Yeah. Q. Is that a term you're familiar with? A. It's a term that had many different interpretations based on what counties made up the, quote, service area, and that type of thing. That was one of the things that was never – it didn't seem to be uniformly consistent. Q. And what was it generally used to refer to? A. Really, Eastern Wisconsin, from – as a geographic area, you mean? Q. The term, 'Aurora service area,' what was it generally used to refer to? A. A geographic area that would span from really Kenosha to Green Bay. Q. Eastern? A. Eastern Wisconsin.").

¹³ See, e.g., Bahr 12:9-13:2 ("Q. Between 2018 and 2022 did it have a particular way of defining the geographic market in Wisconsin? A. It did. Q. What was that method? A. The – The Aurora Health Care footprint in Wisconsin was divided into four areas or patient service areas, or PSA's, as we refer to them. Q. And what defined a PSA? A. So the – the PSA stands for patient service area. So the intent was to explore how patients utilized healthcare, not just a venue for care or a specific service but a collection of services that a human being might use for the totality of his or her care, a hospital, a clinic, therapeutic services, a pharmacy, and the intent was to look at where they were clustered geographically, proximal to one another, all those services that I just mentioned and designate them on a – in a single operational leadership model or – or budget.").

testimony regarding *formal analyses prepared on specific dates*, then Defendants welcome any clarity Plaintiffs can provide. Otherwise, Defendants believe the parties are at an impasse on this Topic.

Topic 10: *The overall costs associated with opening a Medical Facility in the Aurora Service Area, as defined at AAHEDWI02259293 (including the costs described in the press releases available at <https://www.aurorahealthcare.org/news/aurora-medical-center-fond-du-lac-now-open>, <https://www.aurorahealthcare.org/news/aurora-health-care-announces-plans-to-build-ambulatory-surgery-center-physician-office-building-in-pleasant-prairie>, and <https://www.aurorahealthcare.org/news/advocate-aurora-health-celebrates-construction-of-new-aurora-medical-center-sheboygan-county>), and AAH's knowledge of any new or existing Competitor's potential entry into the Aurora Service Area, as defined at AAHEDWI02259293, from 2012 to the present.*

Defendants are continuing to evaluate the availability of information for the period requested by Plaintiffs for the proposed stipulation identifying the costs incurred for construction and opening of medical facilities since January 1, 2005. While Defendants have identified newly opened facilities back to 2005, the information on costs for construction of those facilities may not exist for that entire period, and Defendants are continuing to attempt to locate information for as comprehensive a time frame as possible.

As for the latter portion of this Topic, the list of competitors that Plaintiffs have now presented does not provide the requisite particularity. As stated in their August 1 Letter, Defendants requested that Plaintiffs identify “a particular instance or instances of Competitors’ ‘entry into the Aurora Service Area.’”¹⁴

Though Plaintiffs have now provided a list of nine so-called “potential competitors,” such a list—enumerating various health systems, many of which are based in Illinois, without providing any further clarity on the specific instance(s) of “potential entry” about which testimony is sought—leaves this portion of the Topic overbroad. Indeed, it continues to be an unduly burdensome endeavor for any designee to review and testify as to any “potential entry” of these numerous healthcare systems into the so-called “Aurora Service Area” over a thirteen-year time period. This is especially the case when, as explained in our prior correspondence, the information sought by this portion of the Topic is not available to the organization in a readily-identifiable manner and, as Plaintiffs well know, any “knowledge” of Competitors’ actions would presumably be public knowledge that is equally accessible to Plaintiffs and thus could be identified by Plaintiffs in order to sufficiently narrow this Topic.

¹⁴ The August 15 Letter identifies the following relevant “potential competitors”: Aspirus Health, Marshfield Clinic Health System, Gundersen Health System, UChicago Medicine, Northwestern Medicine (f/k/a Northwestern Memorial Healthcare), Rush University System, Endeavor Health (f/k/a NorthShore University HealthSystem and Evanston Northwestern Healthcare), Advocate Health Care, and OSF Healthcare.

As such, Defendants continue to object to the portion of Topic 10 that seeks testimony on “AAH’s knowledge of any new or existing Competitor’s potential entry into the Aurora Service Area” from “2012 to the present” unless Plaintiffs can add particularity to this portion of the Topic by identifying an instance or instances of these nine “potential competitors” entering “into the Aurora Service Area.” Otherwise, Defendants believe the parties are at an impasse on this portion of Topic 10.

Topic 12: *Your knowledge of whether Payers desired to engage in Steering or to offer Tiered Networks.*

In response to Plaintiffs’ offer to consider designation of prior deposition testimony in lieu of live Rule 30(b)(6) testimony, on July 25, 2025, Defendants proposed numerous designations of prior deposition testimony from Mr. Klein to establish the organization’s position for Topic 12.¹⁵

Plaintiffs, however, refuse to accept Defendants’ deposition designations unless Defendants agree to accept additional designations proposed by Plaintiffs. August 15 Letter, at 5. On its face, however, the testimony that Plaintiffs propose designating from Mr. Skogsbergh’s deposition addresses Mr. Skogsbergh’s views unrelated in any way to payors, not the organization’s “knowledge of whether Payers desired to engage in Steering or to offer Tiered Networks.” Defendants do not agree to designating such non-responsive testimony as the organization’s position on Topic 12.

For these reasons, and as stated in Defendants’ August 1 Letter, we stand on our proposed designations as sufficient to demonstrate the organization’s position on the various parts of this Topic. If Plaintiffs insist upon adding more designations—despite already conceding that AAH’s proposed designations are acceptable—then Defendants believe the parties are at an impasse.

Topic 13: *AAH’s analysis and evaluation of the merger between Advocate Health Care and Aurora Health Care, including but not limited to AAH’s analysis and evaluation of the (a) impact of the mergers on AAH and any of its predecessor entities, (b) AAH’s reasoning behind and justifications for the mergers, (c) value of Advocate Health Care and Aurora Health Care, (d) potential efficiencies to be gained through the mergers, and (e) anticipated competitive effects of the mergers.*

In response to Plaintiffs’ offer to consider designation of prior deposition testimony in lieu of live Rule 30(b)(6) testimony, on July 25, 2025, Defendants proposed certain designations of prior deposition testimony from Mr. Powder, Mr. Skogsbergh, Mr. Klein, and Dr. Turkal that are sufficient to establish the organization’s position for each of the subparts of Topic 13.¹⁶ In response, Plaintiffs’ August 15 Letter rejected these designations with the generic assertion that the “proposed re-designations do not address the impact of the merger on Defendants, the value of Advocate Health

¹⁵ Klein Tr. 163:10-164:8, 164:15-166:9, 261:7-262:8, 262:18-264:2, 264:15-265:2, 265:6-19.

¹⁶ Powder Tr. 43:14-45:14, 49:4-50:6, 51:1-52:5, 60:20-61:22, 64:15-65:3, 116:11-117:10; Skogsbergh Tr. 108:6-111:17; Klein Tr. 363:10-365:8; Turkal Tr. 23:1-24:21, 149:4-150:12, 150:19-151:21.

Care and Aurora Health Care as separate entities, and the anticipated effects of the merger on Defendants' competitors." As with the rest of Defendants' designations proposed in good faith, Plaintiffs offer broad mischaracterizations that do not address with any specificity the testimony that Defendants proposed to designate.¹⁷

As stated in our prior letter, Defendants intend to stand on these designations—without further conditions—as sufficient to demonstrate the organization's position on the various subparts of this Topic. Absent Plaintiffs' agreement to accept these designations in lieu of live testimony, Defendants believe the parties are at an impasse.

Topic 14: *Aurora's enforcement of "All Plans" requirements or other contractual terms that, for example, formed the basis for the claims it filed in Aurora Health Care, Inc. v. Wisconsin Physician Service Insurance Corporation, Wis. Cir. Ct. 2005, Case No. 05-CV-11279.*

Incredibly, the August 15 Letter—as opposed to narrowing this Topic further or providing the clarity sought by Defendants' August 1 Letter—impermissibly seeks to broaden the scope of this Topic in a manner inconsistent with Plaintiffs' prior representations.

As background, in their July 22 Letter, Plaintiffs provided Defendants with the clarification that they only seek testimony on "specific situations in which Defendants notified payers that they were actually or potentially not in compliance" with respect to (a) the "All Plans Language," and (b) contract provisions that have "the effect of preventing Payers or Health Plans from communicating with employers and patients about the prices paid for Health Care." Based on these clarifications, Defendants agreed in the August 1 Letter to make a witness available to testify on Topic 14 insofar as it relates to "All Plans Language." However, Defendants indicated that they needed clarification from Plaintiffs regarding the supposed contract provisions that have "the effect of preventing Payers or Health Plans from communicating with employers and patients about the prices paid for Health Care" before Defendants could agree to present a witness on that portion of the Topic.

Now, however, rather than providing any such clarification, Plaintiffs have merely restated the language on which Defendants sought further clarity and have gone back to the well on this Topic to identify two *additional* types contract provisions that Plaintiffs had not raised previously, namely provisions: (1) "concerning the duration and cancellation" of the relevant Agreements, and (2) providing for "[a]nnual inflators at [REDACTED] for broad commercial networks' as discussed at

¹⁷ Indeed, Defendants' proposed designations address each of these issues. *See, e.g.,* Klein Tr. 363:14-364:5 (discussing potential benefits to, and potential impact upon, the combined AAH entity); Skogsbergh Tr. 108:6-109:9 (noting [REDACTED])

[REDACTED]; Powder Tr. 64:15-65:1 (describing the benefits to "consumer access and convenience" in the marketplace from "having geographic coverage and multiple access points" as a result of the merger).

AAHEDWI00450955.” Defendants will not consider designating a witness to testify as to these newly-identified provisions, especially at this point in this weeks-long meet-and-confer process.

Defendants reiterate that, based on Plaintiffs’ representations in the August 15 Letter and the meet and confer, and reserving all rights and without waiving any objections, Defendants will present and prepare a witness to testify as to “specific situations in which Defendants notified payers that they were actually or potentially not in compliance” with the “All Plans Language.” Defendants also again request that, to the extent testimony is sought regarding specific instances of “enforcement,” Plaintiffs provide any documents that they seek specific testimony about no later than seven days before the deposition.

Topics 15 and 16: *AAH’s financial performance from 2000 to 2006 and 2016 to the present, including but not limited to AAH’s (a) revenue, (b) profits, (c) profit margins, and (d) how these financial metrics changed over time.*

AAH’s financial targets from 2000 to 2006 and 2016 to the present and anticipated future financial performance, including but not limited to AAH’s (a) revenue targets, (b) profit targets, (c) profit margin targets, and (d) how these financial targets were set and changed over time.

As noted in your August 15 Letter, Plaintiffs previously offered in their July 22 Letter to forgo live testimony on these Topics, provided that Defendants have located and provided “(a) all audited and financial statements for Aurora Health Care Inc. from 2000 to 2005, and (b) all monthly financial results summaries for Advocate Aurora Health care and Aurora Health Care (see, e.g., AAHEDWI00392667) from January 31, 2000 to December 31, 2019.”

With respect to the first category of documents, Defendants have already produced all audited and financial statements for Aurora Health Care Inc. from 2000 – 2005, which can be found in Defendants’ production at AAHEDWI01489529, AAHEDWI01489603, AAHEDWI01489639, AAHEDWI01489679, AAHEDWI02167621, and AAHEDWI02167697.

With respect to the second category of documents, Defendants anticipate being able to provide monthly financial results summaries for most of 2015 and from January 2016 through December 2019. Defendants are preparing these materials for production on the condition that Plaintiffs agree to accept these documents in lieu of live testimony on Topics 15 and 16.

Topic 17: *AAH’s communications and interactions with the Federal Trade Commission, the United States Department of Justice, and the Wisconsin Attorney General’s Office concerning (a) Your Market Power in the Aurora Service Area, as defined at AAHEDWI02259293, (b) Your market share in the Aurora Service Area, as defined at AAHEDWI02259293, and (c) the “All Plans Language” as used in, for example, AAHEDWI00046685, AAHEDWI00516963, and AAHEDWI00435293.*

Plaintiffs fail to adequately address the concerns Defendants set forth in their August 1 Letter on this Topic.

First, Defendants' August 1 Letter noted that Plaintiffs—unlike for other Topics—have failed to provide a representation that they will not seek privileged information in connection with Topic 17. For that reason, Defendants agreed to present a witness on Topic 17 only to the extent that (1) Plaintiffs will not seek privileged information, and (2) any witness testimony on this Topic will not waive either attorney client privilege or work product protections. Plaintiffs have not yet agreed to such conditions, and Defendants will not present a witness on this Topic until Plaintiffs have done so.

Second, Defendants' August 1 Letter agreed to present a witness on Topic 17—subject to the above conditions—only with regard to the DOJ CID and based on information reasonably known or reasonably available to the organization. In response, Plaintiffs continue to press for a much broader scope and seek testimony concerning communications with the DOJ, FTC, and Wisconsin Attorney General relating to: (1) the merger between Advocate Aurora Health and Atrium Health, (2) the acquisition of Bay Area Medical Center by Advocate Aurora Health, (3) the merger between Aurora Health Care and Advocate Healthcare, and (4) the formation of Aurora Health Care's joint venture with Bay Area Medical Center.

Listing these four transactions does not provide the particularity that Rule 30(b)(6) requires. As Defendants explained at length in prior correspondence in connection with written discovery sought by Plaintiffs relating to these regulators earlier in the discovery period,¹⁸ the identifications of these mergers and acquisitions, alongside the generic references to “market share” and “market power,” do not sufficiently target issues relevant to this litigation. This is particularly true when none of Plaintiffs' claims challenge any of these transactions, and Plaintiffs previously agreed to limitations on the scope of the documents that Defendants produced regarding several of these transactions, including limiting the scope to Wisconsin (which necessarily would exclude the AAH-Atrium combination). Plaintiffs also fail to identify the specific communications and/or interactions with regulators regarding these mergers and acquisitions on which Plaintiffs seek testimony. Defendants repeatedly have asked for further clarity on specific “interactions” with these agencies regarding “pending transactions.” In response, Plaintiffs provided a high-level list of mergers and acquisitions, but have refused to specify particular communications or interactions (even categorically or by type) so as to enable Defendants to assess the feasibility of designating a witness on this Topic insofar as it may relate to those mergers and acquisitions.

Defendants remain amenable to designating a witness to testify on Topic 17 insofar as it relates to the DOJ CID, but not as it relates to the mergers and acquisitions identified in Plaintiffs' August 15 Letter. Absent Plaintiffs' agreement to forgo seeking such additional testimony, Defendants will have no choice but to seek Court intervention.

Topic 19: *The steps that You have taken to collect and produce documents responsive to the plaintiffs' document requests in Uriel Pharm. V. Advocate Aurora Health, No. 22-cv-610 (E.D> Wis.)*

¹⁸ See Defendants' August 1 Letter, at 9, for a brief recitation of the parties' back-and-forth on the requests for production seeking documents from Defendants relating to government regulators.

and Shaw v. Advocate Aurora Health, No. 24-cv-157 (E.D. Wis.). including Your identification of potential sources of responsive documents and Your decisions on whether or not to search such sources.

Defendants reiterate the response provided in their August 14, 2025 letter on this newly-proposed Topic. As a threshold matter, the addition of this Topic—after fact discovery has closed and after weeks of an extensive meet-and-confer process—is counterproductive. More importantly, this Topic represents yet another improper attempt by Plaintiffs to obtain discovery-on-discovery and blatantly encroaches upon information protected by attorney-client privilege and the work product doctrine. *See* Defendants’ August 14, 2025 letter at 3; *see also LKQ Corp. v. Kia Motors Am.*, 345 F.R.D. 152, 162–63 (N.D. Ill. 2023) (recognizing “discovery-on-discovery” is the “exception, not the norm” and “[m]ere speculation about missing evidence is insufficient to allow discovery on discovery”); *Bombardier Recreational Prods., Inc. v. Arctic Cat, Inc.*, No. 12-CV-2706 (MJD/LIB), 2014 WL 10714011, at *15 (D. Minn. Dec. 5, 2014) (rejecting discovery requests seeking information on collection and production of ESI as “not designed to elicit information relevant to any claim and/or defense at issue in the present case”).

Very truly yours,

/s/ Anne Johnson Palmer

Anne Johnson Palmer

cc: Counsel of Record

Exhibit D

HOLWELL SHUSTER & GOLDBERG LLP

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New York, New York 10017
Tel: (646) 837-5151
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Gregory J. Dubinsky
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gdubinsky@hsgllp.com

September 11, 2025

BY EMAIL

Anne Johnson Palmer
Ropes & Gray LLP
Three Embarcadero Center
San Francisco, CA 94111

Re: **Patrick Shaw, et al. v. Advocate Aurora Health, Inc., et al., No. 24-cv-157 (E.D. Wis.) and Uriel Pharmacy Health and Welfare Plan, et al. v. Advocate Aurora Health, Inc., et al., No. 22-cv-610 (E.D. Wis.)**

Counsel:

Plaintiffs in the above-captioned actions write in response to your August 25, 2025 letter providing Defendants' position on certain Topics identified for the 30(b)(6) depositions of Defendants Advocate Aurora Health, Inc. and Aurora Health Care, Inc.

At the outset, Plaintiffs note that the parties confirmed during our August 29, 2025 meet and confer that we are at impasse as to Topics 1, 4, 13, and likely 19 (though Defendants qualified that they were still reviewing Plaintiffs' August 26, 2025 letter on Topic 19¹). As noted in our prior letters, Plaintiffs intend to question Defendants' designee(s) on these topics absent a Court order prohibiting Plaintiffs from doing so.

As to the remaining Topics still in dispute, Plaintiffs respond as follows:

Topic 7

Plaintiffs are willing to accept, in lieu of live testimony on this Topic, a stipulation that no formal analyses conducted by Defendants concerning the impact of non-compete provisions in

¹ For the avoidance of doubt, Plaintiffs categorically reject Defendants' suggestion that Topic 19 is somehow improper or counterproductive. Far from it. Topic 19 is aimed at streamlining the parties' ongoing discussions about whether Defendants have complied with their obligations to collect and produce responsive documents and whether there are outstanding repositories of relevant, responsive materials.

employment agreements of physicians or other medical personnel exist. Plaintiffs will withdraw this Topic after Defendants provide a stipulation to that effect. Until such time, Plaintiffs reserve all rights with respect to Topic 7.

Topic 9

Plaintiffs are willing to accept, in lieu of live testimony on this Topic, Defendants' proposed designations of 30(b)(1) witness testimony concerning subtopic (c). Plaintiffs are also willing to accept Defendants' proposed designations concerning subtopic (b) and will not seek testimony concerning subtopics (a) or (d), provided that Defendants agree to prepare a designee to testify on subtopic (e) (*i.e.*, to prepare a designee to testify on the state of competition between Defendants and Defendants' purported competitors, which are identified in the designations Defendants proposed for subtopic (b)).

Topic 10

Defendants have stated that they are "continuing to evaluate the availability of information for the period requested by Plaintiffs for the proposed stipulation identifying the costs incurred for construction and opening of medical facilities since January 1, 2005." In lieu of live testimony on this topic, Plaintiffs will accept a stipulation with such information or a stipulation that no such information exists. Plaintiffs will withdraw this Topic after Defendants provide such a stipulation. Until such time, Plaintiffs reserve all rights with respect to Topic 10.

Topic 12

Plaintiffs disagree with Defendants' characterization of the additional testimony that Plaintiffs proposed Defendants add to their designations on this topic. Defendants' assertion that this additional testimony is "unrelated in any way to payors" is demonstrably false. *See, e.g.*, Skogsbergh Transcript at 257 (stating that [REDACTED] (emphasis added)); *id.* at 259 (stating that [REDACTED] (emphasis added)). In the spirit of compromise, Plaintiffs are willing to accept Defendants' proposed designations, provided that Defendants also include Skogsbergh 257:8-259:14 in these designations. If Defendants do not agree to Plaintiffs' proposal, then Plaintiffs will question Defendants' designee(s) on this Topic.

Topics 15-16

Defendants state that they "anticipate being able to provide monthly financial results summaries for most of 2015 and from January 2016 through December 2019 . . . on the condition that Plaintiffs agree to accept these documents in lieu of live testimony on Topics 15 and 16." Plaintiffs will so agree, provided that Defendants either confirm that no earlier monthly financial results summaries exist or produce all monthly financial results summaries from January 31, 2000 to December 31, 2019 in their possession, as Plaintiffs have requested.

Topic 17

Plaintiffs confirm that they will not seek legitimately privileged information with respect to this Topic and agree that any witness testimony on this Topic will not waive either attorney

client privilege or work product protections. Beyond that, Plaintiffs maintain that this Topic and their subsequent correspondence on it provide enough particularity for Defendants to prepare a witness. Accordingly, Plaintiffs stand on this Topic.

Plaintiffs also note that Defendants confirmed in their August 25, 2025 letter and at the parties' August 29, 2025 meet and confer that Defendants will present a witness to testify on "the DOJ CID and based on information reasonably known or reasonably available to the organization" regardless of the parties' outstanding disputes on the other parts of this Topic.

Topic 19

While Plaintiffs' await Defendants' response to their August 26 letter concerning Topic 19, Plaintiffs reiterate that they intend to stand on Topic 19 and question Defendants' designee(s) on this Topic.

Plaintiffs reserve all rights.

Sincerely,

/s/ Gregory Dubinsky
Gregory Dubinsky

CC (via email): All counsel of record

Exhibit E

Filed Under Seal

Exhibit F

Filed Under Seal

Exhibit G

Filed Under Seal

Exhibit H

From: Jamie Crooks jamie@fairmarklaw.com

Subject: Re: Documents for Brzozowski 30(b)(6)

Date: October 17, 2025 at 8:56 AM

To: Safadi, Adam Adam.Safadi@ropesgray.com

Cc: Rainey, Kyle Kyle.Rainey@ropesgray.com, Daniel E. Daniel.Conley@quarles.com, Matthew J. matthew.splitek@quarles.com, Oesch, Nathan J. nathan.oesch@quarles.com, Willis, Jane Jane.Willis@ropesgray.com, #AAH aah@bm.net, HSG Aurora hsg-aurora@hsgllp.com, Stafford-AAH Stafford-AAH@staffordlaw.com, Yinka Onayemi yinka@fairmarklaw.com, Johnson Palmer, Anne Anne.JohnsonPalmer@ropesgray.com



Counsel,

Following up on yesterday afternoon's meet and confer, we have discussed internally and we don't agree with your position that, for Topic 17 -- as it relates only to AAH's communications with the US Department of Justice regarding its antitrust investigation into your client and the conduct underlying our complaint -- Plaintiffs should be limited to gathering information only through written discovery.

We have agreed to compromise on other 30(b)(6) topics that we have noticed (*e.g.*, accepting designated testimony for Topic 12, and agreeing to work with you on contention interrogatories to substitute for 30(b)(6) testimony for Topic 4). But we believe questions about AAH's interactions with the Justice Department are not well suited for interrogatory responses, *see Baxter Int'l, Inc. v. Becton, Dickinson & Co.*, 2020 WL 424918, at *15 (N.D. Ill. Jan. 27, 2020) ("[T]here is a reason parties are permitted to depose one another...: interrogatory responses, along with other written statements, are typically drafted by lawyers and by their nature are self-serving."), nor do we believe prior fact witnesses' testimony would be an appropriate stand-in for a proper 30(b)(6) examination, *Milwaukee Elec. Tool Corp. v. Chevron N. Am., Inc.*, No. 14-CV-1289-JPS, 2015 WL 4393896, at *5 (E.D. Wis. July 16, 2015) ("Parties to litigation do not have to accept their opponent's statement that all relevant evidence has been produced via a given discovery vehicle."). We also disagree with your October 9 letter's position that the topic of AAH's communications with the Justice Department -- limited not only to communications *solely* related to the Department's Civil Investigative Demand, but also within that *solely* to those communications relating to (i) AAH's market power, (ii) AAH's market share, and (iii) the All Plans clause -- is "so broad that almost any question about the case would conceivably fall within its scope." Oct. 9 Ltr. at 6.

As we noted in our October 3 letter, given your more than 200 scope objections when we tried to depose Mr. Brzozowski on this topic on September 29, and his repeated inability to answer basic questions about those communications, *see* Oct. 3 Ltr at 2-7 (cataloging both), we do not believe AAH has complied with its obligation to present an adequately prepared corporate representative on this issue.

Because you made clear on yesterday's meet and confer that AAH's position is that it will not make Mr. Brzozowski or any other suitable witness available to testify as AAH's designee about this topic, we plan to ask Judge Adelman for relief.

Sincerely,
Jamie

On Wed, Oct 15, 2025 at 7:41 PM Safadi, Adam <Adam.Safadi@ropesgray.com> wrote:

Thanks Jamie, invite sent for 3:30.

Adam R. Safadi
ROPES & GRAY LLP

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2099 Pennsylvania Avenue, N.W.
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Adam.Safadi@ropesgray.com
www.ropesgray.com

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From: Jamie Crooks <jamie@fairmarklaw.com>

Sent: Wednesday, October 15, 2025 5:17 PM

To: Safadi, Adam <Adam.Safadi@ropesgray.com>

Cc: Rainey, Kyle <Kyle.Rainey@ropesgray.com>; Daniel E.

<Daniel.Conley@quarles.com>; Matthew J. <matthew.splitek@quarles.com>; Oesch,

Nathan J. <nathan.oesch@quarles.com>; Willis, Jane <Jane.Willis@ropesgray.com>;

#AAH <aah@bm.net>; HSG Aurora <hsg-aurora@hsgllp.com>; Stafford-AAH <Stafford-AAH@staffordlaw.com>; Yinka Onayemi <yinka@fairmarklaw.com>; Johnson Palmer,

Anne <Anne.JohnsonPalmer@ropesgray.com>

Subject: Re: Documents for Brzozowski 30(b)(6)

Subject: Re: Documents for Brzozowski 30(b)(6)

Hi Adam,

I can talk between 330 and 5 ET tomorrow. If there's a time in there that works for Defendants, please send our team an invite.

Thank you,
Jamie

On Wed, Oct 15, 2025 at 12:48 PM Safadi, Adam <Adam.Safadi@ropesgray.com> wrote:

Jamie,

We continue to believe not only that the questions you raise in your letter were outside the scope of the 30(b)(6) notice, but also that a 30(b)(6) deposition is an improper method for seeking the information you sought during Mr. Brzozowski's deposition. Please let us know of your availability to meet and confer on this issue. We can be available this afternoon between 1 and 4 pm ET or tomorrow after Mr. Lenz's deposition concludes.

Best,
Adam

Adam R. Safadi
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From: Jamie Crooks <jamie@fairmarklaw.com>
Sent: Tuesday, October 14, 2025 1:48 PM
To: Rainey, Kyle <Kyle.Rainey@ropesgray.com>
Cc: Safadi, Adam <Adam.Safadi@ropesgray.com>; Daniel E. <Daniel.Conley@quarles.com>; Matthew J. <matthew.splitek@quarles.com>; Oesch, Nathan J. <nathan.oesch@quarles.com>; Willis, Jane <Jane.Willis@ropesgray.com>; #AAH <aah@bm.net>; HSG Aurora <hsg-aurora@hsgllp.com>; Stafford-AAH <Stafford-AAH@staffordlaw.com>; Yinka Onayemi <yinka@fairmarklaw.com>; Johnson Palmer, Anne <Anne.JohnsonPalmer@ropesgray.com>
Subject: Re: Documents for Brzozowski 30(b)(6)

Subject: Re: Documents for Brzozowski 30(b)(6)

Counsel,

Your letter mischaracterizes the Parties' negotiations and agreement regarding the scope of Topic 17 as relates to the CID and as the agreement stood as of the September 30 deposition of Mr. Brzozowski. Your letter also mischaracterizes counsel for both Parties' conduct at that deposition. Most importantly, your letter does not provide the slightest indication you will produce an adequately prepared witness on Topic 17 as relates to Defendants' communications with DOJ regarding the CID. Unless we have an agreement from you by 5 pm ET tomorrow that you will produce such a witness by October 24, we plan to seek intervention from the Court. I am available for a meet and confer if you wish to discuss. Plaintiffs reserve all rights.

Jamie

On Thu, Oct 9, 2025 at 10:03 PM Rainey, Kyle <Kyle.Rainey@ropesgray.com> wrote:

Counsel,

Please see the attached correspondence.

Regards,

Kyle

Kyle P. Rainey

ROPES & GRAY LLP

T +1 617 951 7226 | M +1 207 461 6211

Prudential Tower, 800 Boylston Street

Boston, MA 02199-3600

Kyle.Rainey@ropesgray.com

www.ropesgray.com

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From: Jamie Crooks <jamie@fairmarklaw.com>

Sent: Thursday, October 09, 2025 5:29 PM

To: Rainey, Kyle <Kyle.Rainey@ropesgray.com>

Cc: Safadi, Adam <Adam.Safadi@ropesgray.com>; Daniel E.

<Daniel.Conley@quarles.com>; Matthew J. <matthew.splitek@quarles.com>; Oesch,

Nathan J. <nathan.oesch@quarles.com>; Willis, Jane

<Jane.Willis@ropesgray.com>; #AAH <aah@bm.net>; HSG Aurora <[hsg-](mailto:hsg-aurora@hsgllp.com)

aurora@hsgllp.com>; Stafford-AAH <Stafford-AAH@staffordlaw.com>; Yinka

Onayemi <yinka@fairmarklaw.com>; Johnson Palmer, Anne

<Anne.JohnsonPalmer@ropesgray.com>

Subject: Re: Documents for Brzozowski 30(b)(6)

Counsel:

We have still not received a response from you to our letter from last Friday regarding the Brzozowski deposition. Please promptly let us know Defendants' position so that we may consider next steps.

Thank you,

Jamie

On Mon, Oct 6, 2025 at 5:20 PM Rainey, Kyle <Kyle.Rainey@ropesgray.com> wrote:

Counsel,

We are reviewing your correspondence and will respond shortly.

Best,

Kyle

Kyle P. Rainey
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Kyle.Rainey@ropesgray.com
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From: Jamie Crooks <jamie@fairmarklaw.com>
Sent: Friday, October 03, 2025 6:08 PM
To: Johnson Palmer, Anne <Anne.JohnsonPalmer@ropesgray.com>
Cc: Rainey, Kyle <Kyle.Rainey@ropesgray.com>; Safadi, Adam <Adam.Safadi@ropesgray.com>; Daniel E. <Daniel.Conley@quarles.com>; Matthew J. <matthew.splitek@quarles.com>; Oesch, Nathan J. <nathan.oesch@quarles.com>; Willis, Jane <Jane.Willis@ropesgray.com>; #AAH <aah@bm.net>; HSG Aurora <hsg-aurora@hsgllp.com>; Stafford-AAH <Stafford-AAH@staffordlaw.com>; Yinka Onayemi <yinka@fairmarklaw.com>
Subject: Re: Documents for Brzozowski 30(b)(6)

Counsel:

Please see the attached correspondence.

Best,
Jamie

On Fri, Sep 26, 2025 at 2:33 PM Yinka Onayemi <yinka@fairmarklaw.com> wrote:

Counsel,

Subject to the same limitations stated above, Plaintiffs provide the following additional documents:

- Alliance_UrielPharm_00004497
- Alliance_UrielPharm_00004495
- AAHEDWI02574124
- AAHEDWI02262149

Best,
Yinka

On Fri, Sep 26, 2025 at 9:03 AM Yinka Onayemi <yinka@fairmarklaw.com> wrote:

Counsel,

Please find below several documents that Plaintiffs plan to present to Mr. Brzozowski at his upcoming 30(b)(6) deposition. Plaintiffs provide these solely as a courtesy; and this should not be understood as a commitment by Plaintiffs to use only these documents at examination, nor as a waiver of Mr. Brzozowski's duty under Rule 30(b)(6) to testify about "information known or reasonably available to the organization" regarding the topics for which he has been designated, including on matters beyond the specific documents identified here.

Without limiting the foregoing, Plaintiffs send the following documents for potential use:

- AAHEDWI02124822
- AAHEDWI02374153
- AAHEDWI02374154
- AAHEDWI02374119
- AAHEDWI00616136
- AAHEDWI00006599
- AAHEDWI02361257

Best,
Yinka

--

Yinka Onayemi
Associate Attorney
Licensed to practice law in New York; not licensed in DC

Fairmark Partners, LLP

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Washington, D.C. 20001 | www.fairmarklaw.com

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

URIEL PHARMACY HEALTH AND WELFARE PLAN;

et al.,

Plaintiffs,

v.

Case No. 2:22-cv-610-LA

ADVOCATE AURORA HEALTH, INC.

et al.

Defendants.

**[PROPOSED] ORDER GRATING PLAINTIFFS' MOTION TO FILE EXHIBITS
UNDER SEAL**

Plaintiffs Uriel Pharmacy Health and Welfare Plan and Uriel Pharmacy Inc. ("Plaintiffs") filed a Motion to File Exhibits Under Seal (the "Motion"). Having considered the Motion, and for good cause shown, IT IS ORDERED that Plaintiffs' Motion is hereby GRANTED.

Dated: October ____, 2025

BY THE COURT:

Hon. Lynn S. Adelman
U.S. District Court for the Eastern
District of Wisconsin