IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

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| URIEL PHARMACY HEALTH AND WELFARE PLAN; URIEL PHARMACY, INC.; HOMETOWN PHARMACY; AND HOMETOWN PHARMACY HEALTH and WELFARE BENEFITS PLAN, on their own behalf and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>ADVOCATE AURORA HEALTH, INC. and AURORA HEALTH CARE, INC.,<br><br>Defendants. | Case No. 2:22-cv-610 |
| PATRICK SHAW, DEBRA SHAW, HALEY SHAW, on their own and on behalf of all others similarly situated,<br><br>*Plaintiffs*,<br><br>v.<br><br>ADVOCATE AURORA HEALTH, INC. and AURORA HEALTH CARE, INC.,<br><br>*Defendants*. | Case No. 2:24-cv-157 |

**PLAINTIFFS' RESPONSE TO DEFENDANTS' MOTION TO FILE DOCUMENTS UNDER RESTRICTED ACCESS**

## INTRODUCTION

For nearly twenty years, Defendants Advocate Aurora Health, Inc. and Aurora Health, Inc. ("AAH") enforced an anticompetitive restraint—the "All Plans" provision—that blocked price competition, suppressed consumer choice, and drove up healthcare costs for virtually every patient, employer, and union in Eastern Wisconsin. [redacted]. The documents at issue in this sealing dispute are the record of AAH's conduct and its anticompetitive effects—namely, higher prices paid by the putative classes in the above-captioned actions.

AAH asks the Court to keep that record hidden from the public through a vastly overbroad reading of General L.R. 79(d) and related case law. Its position rests largely on two discernible grounds: (1) that Plaintiffs' class certification and *Daubert* motions, and the documents cited therein, contain sensitive, proprietary, non-public information concerning AAH's contracting practices, and (2) that some of them include non-public correspondence with government enforcement agencies. *See generally* Defendants' Motion to File Documents Under Restricted Access and Response to Plaintiffs' Objections and Motions to File Under Restricted Access (*Uriel* Dkt. 226) ("*Uriel* Mot."); Defendants' Motion to File Documents Under Restricted Access and Response to Plaintiffs' Objections and Motions to File Under Restricted Access (*Shaw* Dkt. 130) ("*Shaw* Mot."). Neither of these grounds satisfies the "good cause" standard this Circuit requires, and this Court has already indicated as much with respect to documents no different from the ones at issue here. *See* Order on Motions to Compel, *Shaw* Dkt. 52, *Uriel* Dkt. 153 ("MTC Order")[1] at 22–23 (finding that AAH failed to show that the All Plans provision is "a trade secret or something comparable whose economic value depends on secrecy"). Plaintiffs' Motions, and the documents supporting them, go directly to the merits of the case and are "open to public inspection." *Baxter Int'l, Inc. v. Abbott Labs.*, 297 F.3d 544, 545–46 (7th Cir. 2002). Therefore, Plaintiffs respectfully

[1] Citations to the docket for *Uriel Pharmacy Health and Welfare Plan et al. v. Advocate Aurora Health, Inc. et al.*, No. 2:22-cv-00610 (E.D. Wis.) are identified as "*Uriel* Dkt. ___." Citations to the related docket for *Shaw et al. v. Advocate Aurora Health, Inc. et al.*, No. 2:24-cv-00157 (E.D. Wis.), are identified as "*Shaw* Dkt. ___."

request that the Court unseal Plaintiffs' Motions and all supporting documents to which Plaintiffs have opposed continued sealing under L.R. 79(d)(7). *See* Plaintiffs' Objections and Motions to File Under Restricted Access (*Uriel* Dkt. 210, 215; *Shaw* Dkt. 105, 115).

## LEGAL STANDARD

Judicial records are presumptively public, and the party seeking to overcome that presumption bears the burden of demonstrating good cause. *Baxter*, 297 F.3d at 545–46; L.R. 79(d)(3). A prior confidentiality designation does not establish good cause, nor do generic assertions of competitive sensitivity. *Love v. Med. Coll. of Wisconsin*, No. 15-C-0650, 2020 WL 13199737, at *1 (E.D. Wis. June 29, 2020). The recognized grounds are limited to trade secrets, recognized privileges, and statutory confidentiality obligations. *Id*. Critically, that burden grows heavier as documents age, as the competitive harm rationale for sealing relies on information being market relevant. *See*, *e.g.*, *Marine Travelift, Inc. v. Marine Lift Sys., Inc.*, No. 10-C-1046, 2013 WL 4087555, at *1 (E.D. Wis. Aug. 13, 2013). Courts in this Circuit have had little trouble denying sealing motions for information that no longer reflects current conditions. *Id*. As will become clear, AAH cannot satisfy the good cause standard for the vast majority of its documents.

## ARGUMENT

### I. The Seventh Circuit Favors Public Access, and AAH Cannot Show Good Cause to Depart From It

AAH is moving to maintain restrictions on ***all but two*** of the 74 exhibits *Uriel* Plaintiffs are seeking to file publicly in support of their motions, and ***all*** of the 53 AAH exhibits *Shaw* Plaintiffs are seeking to file publicly in support of their motions. Sealing such a wide breadth of documents would mark a clear departure from Seventh Circuit jurisprudence, which decidedly favors public disclosure. "Documents that affect the disposition of federal litigation are presumptively open to public view," *In re Specht*, 622 F.3d 697, 701 (7th Cir. 2010), so as to "enable interested members of the public [. . .] to understand judicial decisions, and to monitor the judiciary's performance of its duties," *Goesel v. Boley Int'l (H.K.) Ltd.*, 738 F.3d 831, 833 (7th Cir. 2013).

This is especially true for antitrust cases, which by their very nature implicate the public's stake in a competitive marketplace. *See United States v. Topco Assocs., Inc.*, 405 U.S. 596, 610 (1972) (antitrust laws "are as important to the preservation of economic freedom and our free-enterprise system as the Bill of Rights is to the protection of our fundamental personal freedoms"); *accord Shane Grp., Inc. v. Blue Cross Blue Shield of Michigan*, 825 F.3d 299, 305 (6th Cir. 2016) (in antitrust cases, "the public's interest is focused not only on the result, but also on the conduct giving rise to the case"). Class actions also carry a heightened presumption of public access because, unlike ordinary litigation, "by definition some members of the public are also parties to the case." *Id.* at 305-06 (quoting *In re Cendant Corp.*, 260 F.3d 183, 194 (3d Cir. 2001)). Expert reports submitted in conjunction with these Motions fare no differently, as "[d]amages are a key component of any civil action, and thus the underlying evidence must be largely open to public scrutiny." *Formax, Inc. v. Alkar-Rapidpak-MP Equip., Inc.*, No. 11-C-298, 2014 WL 2894898, at *6 (E.D. Wis. June 26, 2014).

To overcome the presumption of public access, a movant must show good cause, which exists only where documents contain a trade secret, are covered by a recognized privilege, or are required by statute to be kept confidential. *Baxter*, 297 F.3d at 546. AAH cites no recognized privilege or statutorily protected interest.[2] That leaves trade secrets, which this Court has already rejected in this case for documents highly similar to those AAH now seeks to maintain under seal.

[2] AAH suggests in passing, *see Uriel* Mot. at 10–13, *Shaw* Mot. at 8, 10, that these documents' confidentiality designations are themselves a basis for maintaining them under seal. AAH is wrong. Comments to Civil L.R. 26, E.D.

In a prior Order, this Court found that "AAH has not shown that the contractual term counts as a trade secret or something comparable whose economic value depends on its secrecy" and warned that it was "unlikely to allow the terms of the alleged restraints to remain restricted" once they were "discussed in motions relating to the merits of the antitrust claim." MTC Order at 21–22.[3] In the same Order, the Court stated that it was "not entirely convinced" that discussion of the DOJ's civil investigative demand "is confidential information." *Id.* The Court nonetheless allowed many of these documents to remain sealed at the time because they were not directly relevant to the issues before it. *Id*. at 22. These documents are of the same kind—many, in fact, are the very same documents—that are the subject of Plaintiffs' motions and the Court's forthcoming class determination, which, because the relevant considerations overlap the merits, will require the Court to "make a preliminary inquiry into the merits." *Szabo v. Bridgeport Machs., Inc.*, 249 F.3d 672, 676 (7th Cir. 2001).

Moreover, AAH's motion to seal ignores the weight of authority from the Seventh Circuit and this Court, and instead relies almost entirely on a simple, repeated refrain: that release would "disclose Defendants' internal analyses relating to Defendants' competitors and third parties with whom Defendants contract, thereby giving such parties a competitive advantage." *Uriel* Mot. at 7, 9; *Shaw* Mot. at 4, 6. In support, AAH cites cases like *Methodist Health*, an antitrust case from the Central District of Illinois where the court maintained certain pricing information under seal on the basis that it could be "used by other parties as 'the basis of effective collusion' in future negotiations." *Methodist Health Servs. Corp. v. OSF Healthcare Sys.*, No. 13-cv-1054, 2016 WL

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Wis. ("The designation of a paper as confidential under the terms of a protective order is not sufficient to establish the basis for filing that document under seal.")

[3] Only after Plaintiffs raised this Court's language during the parties' meet and confer process—and only on the morning this Response was due—did AAH express a willingness to release restricted access over the specific challenged provisions in a small handful of contracts. That narrow concession only underscores the point: if these provisions are no longer confidential, the documents and testimony derived from them cannot credibly remain sealed.

5817176, at *18 (C.D. Ill. Sept. 30, 2016) (quoting *Ball Mem'l Hosp., Inc. v. Mut. Hosp. Ins., Inc.*, 784 F.2d 1325, 1346 (7th Cir. 1986)).

But *Methodist Health* and the other cases do not support AAH's sealing argument for two independent reasons. First, *Methodist Health's* concern about hospital price disclosure has since been superseded by federal regulation: since 2021, the U.S. Department of Health and Human Services ("HHS") has required hospitals (including AAH) to publicly disclose the very reimbursement rates that were at the heart of *Methodist Health's* sealing rationale. *See* 45 C.F.R. § 180 (2021). There is simply no logical basis for keeping documents relating to AAH's pre-2021 pricing information under seal when federal law compels disclosure of its more market-relevant post-2021 pricing information.

Second, *Methodist Health* concerned pricing information capable of influencing active negotiations. The contractual restraints at issue here are no longer in effect, as AAH removed them [redacted]. Expert Report of David Dranove, PhD (*Uriel* Dkt. 218-4) ¶ 86; Expert Report of David Dranove, PhD (*Shaw* Dkt. 107-13) ¶ 86. They no longer reflect current market conditions and cannot serve as "the basis of effective collusion" due to the fact they no longer exist.[4] Whatever force *Methodist Health's* collusion rationale once had, it cannot be stretched to reach documents about AAH's abandoned All Plans provision. Courts routinely decline to seal, because of its age, information of far more recent vintage. *See Marine Travelift,* 2013 WL 4087555, at *1 (denying motion to seal pricing information "more than two years old" where movant failed to show present-day disadvantage); *Acosta v. Bd. of Trs. of Unite Here Health*,

[4] Plaintiffs' meet-and-confer process required by L.R. 79(d)(4) reinforces this conclusion. Nearly all third party payers and providers whose documents and testimony were cited in Plaintiffs' Motions—including Anthem, Humana, Cigna, BlueCross Blue Shield of Illinois, Common Ground, WPS, Froedtert, Ascension, Bellin, and ProHealth—consented to the public release of some or all of their materials bearing on these precise issues. That these sophisticated commercial entities, including several competitors of AAH, agreed to full or partial disclosure undermines AAH's claim that unsealing would cause meaningful competitive harm.

No. 22-cv-1458, 2024 WL 3757124, at *2-3 (N.D. Ill. Aug. 12, 2024) (declining to seal "stale" board meeting minutes where "even the most recent meeting took place more than 4 years ago"). This logic extends not only to the restraints themselves (*i.e.*, documents showing the contractual All Plans language), but also to related internal discussions, external negotiations, related pricing information, and sworn testimony about their historical imposition and effects—in other words, nearly everything filed with Plaintiffs' Motions.

AAH separately argues that documents produced in response to the DOJ's civil investigative demand warrant continued sealing based on companies' purported privacy interests in regulatory correspondence. *Uriel* Mot. at 8; *Shaw* Mot. at 5. The cases AAH cites do not support that position in this context. *Solar Sources* was a criminal antitrust case involving a FOIA request: a public records regime with its own distinct exemptions that do not translate into the good cause standard governing judicial sealing in Wisconsin's Eastern District. *See Solar Sources, Inc. v. United States*, 142 F.3d 1033, 1039 (7th Cir. 1998). And *Bracco Diagnostics* is a non-precedential, out-of-circuit decision regarding a suit between two direct private party competitors and their recent cost data. *See Bracco Diagnostics, Inc. v. Amersham Health Inc.*, Civ. A. No. 03-6025, 2007 WL 2085350, at *4-6 (D.N.J. July 18, 2007). It has no application here. More to the point, however, is that the last time AAH made this argument to the Court, the Court found itself "not entirely convinced" that discussion of the DOJ's civil investigative demand "is confidential information," MTC Order at 21—yet AAH offers nothing new to disturb that conclusion. The Court should again reject AAH's effort to create a new "regulatory correspondence" exception to the public's right of access.

AAH also appears to be attempting to seal another bucket of documents under the guise of the above categories. This separate bucket does not implicate any cognizable pricing information, competitive harm, collusion risk, or regulatory correspondence—it consists of quotidian and sometimes even tongue-in-cheek statements by AAH's corporate representatives, executives, employees, consultants, and experts about the company's market position, contracting practices, and the prices it was able to extract from Eastern Wisconsin payors for over twenty years. *See* Section II, *infra*. The Court should not countenance AAH's attempt to read a new "reputational harm" prong into L.R. 79(d)'s good cause standard. This reading has zero basis in law.

The Court's prior Order suggested a clear line: the above categories of documents would not remain sealed once they became relevant to the merits of the case. They are now relevant to the merits of the case.

## II. Defendants' Motion Independently Fails Under L.R. 79(d)

Even setting aside the substantive deficiencies addressed above, Defendants' motions to restrict access do not comply with L.R. 79(d)'s procedural requirements. The rule is clear: "[a]ny motion to restrict access or seal must be supported by sufficient facts demonstrating good cause for withholding the document or material from the public record." L.R. 79(d)(3). Good cause requires a showing beyond the "generic," and must "separate genuinely secret documents from others in the same box or folder that could be released without risk." *Baxter*, 297 F.3d at 545. Moreover, sealing "[m]otions that simply assert a conclusion without the required reasoning […] have no prospect of success." *Id*. at 548. This Court echoed a similar sentiment directly to AAH in a 2024 Order, reminding AAH that "[a] party does not show good cause simply by noting that the material was designated confidential pursuant to a protective order. Rather, to show good cause, the party must show that the material reveals a trade secret or other information that may be withheld from the public record." Order Regarding Confidentiality *Uriel* Dkt. 57, *Shaw* Dkt. 26 ("Confidentiality Order") at 3.

In *Baxter*, the parties whose sealing motion was denied received one further opportunity to cure the noted deficiencies but only because, at the time, "no prior published opinion had made clear the need for specificity in motions of this kind" under Operating Procedure 10 (the appellate analog to L.R. 79(d)'s good cause requirement). The Seventh Circuit then warned that it would thereafter "deny outright any motion" lacking document-by-document analysis in the first instance. *Baxter*, 297 F.3d at 548. AAH cannot claim the same benefit of the doubt: it already received precisely this guidance—both from this Court (*see* Confidentiality Order and MTC Order) and through *Baxter*, which AAH cites in its own motions to seal (*see Uriel* Dkt. 226; *Shaw* Dkt. 130)—and therefore cannot credibly benefit from the exception made in *Baxter* for parties who lacked notice.

Across nearly all documents cited by Plaintiffs in their Motions, AAH offers the same generic, conclusory, unsubstantiated rationale for keeping previously-sealed documents under seal: that the documents contain "sensitive information regarding Defendants' business practices, market analyses, proprietary business intelligence, operations, and other information that is kept confidential and not regularly shared," and that disclosure would give competitors "a competitive advantage." *Uriel* Mot. at 7, 9, 13; *Shaw* Mot. at 4, 6, 10. This language, which does not identify any specific facts let alone "sufficient facts" to justify sealing, is recycled verbatim across multiple categories and dozens of documents without explanation of what each document contains or how its specific disclosure would harm AAH. In *Baxter*, the Seventh Circuit made it abundantly clear that these sorts of undifferentiated, conclusory assertions cannot justify sealing: a party's "bald assertion" that disclosure "could… harm [its] competitive position," without more context as to how, amounts to "ukase," and any motion to seal that fails to "analyze in detail, document by document, the propriety of secrecy, providing reasons and legal citations," must be denied outright.

*Baxter*, 297 F.3d at 546–47. But, for AAH, even more specific "reasons and legal citations" could not salvage its position: as noted in Section I, AAH has removed the contractual restraints central to these documents and, in doing so, dispensed with any cognizable basis for claiming commercial sensitivity, propriety, or present competitive harm. *See id.*; *Marine Travelift, Inc.*, 2013 WL 4087555, at *1.

The following examples are illustrative of AAH's failure to meet the good cause threshold. For each exhibit and redaction to Plaintiffs' motions listed, AAH seeks continued sealing on the basis that it contains supposedly sensitive, non-public, proprietary business information; or that it references non-public correspondence with government enforcement agencies. But AAH does not explain what specific information qualifies as a trade secret, how its disclosure would cause concrete harm in the current market, or why targeted redactions would be insufficient. *Uriel* Mot. at 7, 9, 14; *Shaw* Mot. at 4, 6, 10. Instead, it makes blanket "bald assertions" "without the required reasoning." *See Baxter*, 297 F.3d at 546–48. And, as noted above, several proposed redactions and restrictions appear to serve no other purpose than to shield AAH from reputational consequences of its own illicit conduct.

a. Examples of Exhibits and Redactions from Plaintiffs' Class Certification Papers (*Uriel* Dkt. 226-3 ("*Uriel* Class Cert.") and *Shaw* Dkt. 130-2 ("*Shaw* Class Cert."))[5]

- *Uriel* Class Cert. at 6 (AAH redacted, [redacted]); *Shaw* Class Cert. at 2–3 (redacting that All Plans required insurers to guarantee that "[redacted]"). These are generalized descriptions of a restraint that is central to the public's understanding of this case, no longer exists, and has been acknowledged (indeed, defended) by AAH in publicly accessible briefing.
- *Uriel* Class Cert. at 6–7 (AAH redacted, "[redacted]

[5] The sealed, unredacted versions of the memoranda in support of the *Uriel* and *Shaw* class certification motions were filed at Dkt. 218 and Dkt. 108, respectively.

[redacted]"); *Shaw* Class Cert at 3 (redacting that Aurora imposed and enforced All Plans "[redacted]"). These are generalized descriptions of the scope of the conduct at issue and recognition of the DOJ investigation that AAH has already publicly disclosed in briefing, *see* Defendants' Opposition to Motion to Compel, *Uriel* Dkt. 188, *Shaw* Dkt. 83 at 1–3, and hearings, see Transcript of December 2, 2025 Hearing, *Uriel* Dkt. 196, *Shaw* Dkt. 92 at 7, 17.

- *Uriel* Class Cert. at 7 (AAH redacted, "[redacted]"); *Shaw* Class Cert. at 3 (redacting that All Plans forced insurers that contracted with Aurora "[redacted]"). This are generalized descriptions of a restraint that no longer exists and has been publicly acknowledged by AAH in briefing.

- *Uriel* Class Cert. at 8 (AAH redacted, "[redacted]") This is a generalized summary of public information about restraints used by a hospital system in California in comparison to a generalized summary of AAH's restraints.

- *Uriel* Class Cert. at 10–11 (AAH redacted, "[redacted]"); *Shaw* Class Cert. at 8 (redacting that a 2018 presentation by one of AAH's consultants concluded that "[redacted]"). These are summaries of public opinion surveys from 2017 and 2018.

- *Uriel* Class Cert. at 12 (AAH redacted, "[redacted]"); *Shaw* Class Cert. at 36 (redacting that "[redacted]"). These are descriptions of AAH's *unsuccessful* attempt [redacted], and AAH's lack of [redacted].

- *Uriel* Class Cert. at 14 (AAH redacted, "[redacted]" in reference to the alleged overcharge stemming from the restraints.); *Shaw* Class Cert. at 6 (redacting overcharge figure of [redacted]%). These are plaintiffs' experts' calculations of the 2018-2022 overcharges that were due to AAH's All Plans provision; it is not a trade secret, or even AAH's information.

- *Uriel* Class Cert. at 22 (AAH redacted, "[redacted]"); *Shaw* Class Cert. at 5 (redacting that Dr. Romano opined that "[redacted]"). These are generalized descriptions by a hospital quality expert of how selective contracting broadly works and how a contract provision that no longer exists would impact the market.

- *Uriel* Class Cert. at 28 (AAH redacted, "[redacted]"); *Shaw* Class Cert. at 37 (redacting reference to evidence showing that "[redacted]"). These are legal arguments about how the uniformity of the now-repealed All Plans provision weighs on the Court's determination of predominance.

- *Uriel* Class Cert., Ex. 8 (Dkt. 218-9), AAHEDWI00597913–27 at 916 is a 2016 internal AAH draft contract in which Titus Muzi, the then-SVP of Managed Care at AAH, notes that "[redacted]" This is a 10-year-old comment on a draft contract that, if finalized, would have expired in 2021; it is old and not in operation, so not a trade secret.

- *Uriel* Class Cert., Ex. 11 (Dkt. 218-12) and *Shaw* Class Cert., Ex. E (Dkt. 107-5), AAHEDWI00756315–58 at 318 is a 2018 AAH document featuring a consulting report, which acknowledges AAH's "[redacted]" and found that local communities had perceived it as a "[redacted]". These are quotes from 2016 and 2018 documents that themselves were summarizing earlier interviews with AAH executives; this is old and not a trade secret.

- *Uriel* Class Cert., Ex. 15 (Dkt. 218-16) and *Shaw* Class Cert., Ex. C (Dkt. 107-3), AAHEDWI00658806–07 at 806 is a 2008 internal AAH document that lists the All Plans clause as a "[redacted]" This is an 18-year-old document summarizing previously used contract terms.

- *Uriel* Class Cert., Ex. 41 (Dkt. 218-42) and *Shaw* Class Cert., Ex. DD (Dkt. 107-30), AAHEDWI00025038–40 at 038-039 is a 2018 email thread in which Daniel Stahlkopf, AAH's VP of Revenue Analytics, notes that AAH's [redacted]" This is an eight-year-old document describing historical AAH pricing that is now required by federal regulation to be public. *See* 45 C.F.R. § 180 (2021).

- *Uriel* Class Cert., Ex. 43 (Dkt. 218-44), AAHEDWI00083070–74 at 072 and *Shaw* Class Cert., Ex. EE (Dkt. 107-31), AAHEDWI00082436, at 438 is a 2021 email chain in which Daniel Stahlkopf notes "[redacted]" This is a five-year-old document describing AAH pricing that is now required by regulation to be public. *See* 45 C.F.R. § 180 (2021)

b. <u>Examples of Exhibits and Redactions from Plaintiffs' *Daubert* Papers (*Uriel* Dkt. 226-2 ("*Uriel Daubert*") and *Shaw* Dkt. 130-1 ("*Shaw Daubert*"))</u>[6]

- *Uriel Daubert* at 21 (AAH redacted "[redacted]"); *Shaw Daubert* at 22-23 (redacting "[redacted]"). This is an expert testifying that a [redacted].
- *Uriel Daubert* at 22 (AAH redacted "[redacted]".); *Shaw Daubert* at 24 (redacting that "[redacted]" of the [redacted]). These are generalized descriptions by an expert of analysis he did not conduct; there is nothing confidential about it.
- *Uriel Daubert* at 23 (AAH redacted "[redacted]" in reference to Defendants' experts using claims data from the largest payers). This is a generalized description of basic statistics concepts and expert methodology in hospital antitrust cases.
- *Uriel Daubert*, Ex. 10 (Dkt. 212-10); *Shaw Daubert,* Ex. K (Dkt. 119-11), AAHEDWI01587785 is a 2003 AAH internal document that describes [redacted] This is a 23-year-old document discussing a 25-year-old study that itself was not about AAH's specific prices.
- *Uriel Daubert,* Ex. 11 (Dkt. 212-11); *Shaw Daubert,* Ex. L (Dkt. 119-12), AAHEDWI00311317 is a 2021 AAH internal document describing the same [redacted] This is a five-year-old document discussing a 25-five-year-old study that was not about AAH's specific prices.

Simply put, none of the above meet the good cause threshold: the documents themselves are outdated, concern outdated restraints and/or negotiations, or feature the reasoning that supports this lawsuit's expert opinions, all of which fail for the reasons set forth in Section I, *supra*. And these are not outliers. The same pattern repeats across virtually all 72 *Uriel* exhibits and 53 *Shaw* exhibits AAH seeks to keep sealed and the dozens of redactions AAH applied across Plaintiffs' Motions. AAH asks the Court to apply wholesale, one-size-fits-all justifications to entire topics,

[6] The sealed, unredacted versions of the memoranda in support of the *Uriel* and *Shaw Daubert* motions were filed at Dkt. 212 and Dkt. 117, respectively.

without the "sufficient facts" L.R. 79(d) requires—the same shortcoming *Baxter* warned would no longer be excused. Its Motion should be denied as to all documents for which it has failed to make the requisite showing.

**III. Plaintiffs Do Not Oppose Defendants' Proposed Sequencing**

Plaintiffs do not oppose the procedural framework proposed by AAH, which draws from *Methodist Health*, under which the parties would prepare public versions of exhibits within fourteen days of the Court's ruling on class certification and Plaintiffs' *Daubert* motions—a period for implementing the Court's decisions, not for reopening the sealing dispute that is now before the Court. Nor do Plaintiffs dispute AAH's proposed framework that only the documents that underpin the Court's decision should be disclosed absent a showing of good cause. *See Uriel* Mot. at 15; Shaw Mot. at 11–12. The parties seemingly part ways, however, on what the application of that framework requires here. The documents AAH seeks to keep sealed were filed in support of class certification and *Daubert* briefing going to, among other issues, market definition, predominance, and the reliability of Defendants' expert opinions. The analysis necessary for decisions on those issues likely cannot be performed without engaging with the exhibits, documents, and data AAH now asks the Court to seal. Any order resolving these motions will necessarily require the kind of engagement with these materials that, under *Methodist Health* and *Szabo*, supports their broad disclosure. Thus, they bear on class certification and the Court's *Daubert* analysis and should be unsealed absent a showing of good cause, which AAH has not made.

**CONCLUSION**

For the reasons set forth above, Plaintiffs respectfully request that the Court enter an Order unsealing all exhibits to which Plaintiffs have opposed continued sealing under L.R. 79(d)(7)—

*see Uriel* Dkt. 210, 215 and *Shaw* Dkt. 105, 115—and the related redactions made by AAH to Plaintiffs' Motions. *See Uriel* Dkt. 226-2, 226-3 and *Shaw* Dkt. 130-1, 130-2. To the extent the Court adopts AAH's proposed sequencing and defers unsealing until after it rules on class certification and the pending *Daubert* motions, Plaintiffs request that the Court issue the unsealing Order at the same time as those rulings and grant the parties a fourteen day window to prepare public versions that are compliant with the Court's unsealing Order.

Dated: July 14, 2026

*/s/ Yinka Onayemi*

Jamie Crooks
Yinka Onayemi
Michael Lieberman
**FAIRMARK PARTNERS, LLP**
400 7th Street NW, Ste. 304
Washington, DC 20004
Tel: (617) 642-5569
Email: jamie@fairmarklaw.com
yinka@fairmarklaw.com
michael@fairmarklaw.com

Eric L. Cramer
David F. Sorensen
Caitlin G. Coslett
Michaela L. Wallin
Sarah Zimmerman
**BERGER MONTAGUE, P.C.**
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215) 875-3000
ecramer@bergermontague.com
ccoslett@bergermontague.com
dsorensen@bergermontague.com
mwallin@bergermontague.com
szimmerman@bergermontague.com

Timothy Hansen
James Cirincione
John McCauley
**HANSEN REYNOLDS, LLC**

301 N. Broadway, Suite 400
Milwaukee, WI 53202
Tel: (414) 455-7676
thansen@hansenreynolds.com
jcirincione@hansenreynolds.com
jmccauley@hansenreynolds.com

***Counsel for All Uriel Plaintiffs***

Kevin M. St. John, SBN 1054815 5325
**BELL GIFTOS ST. JOHN LLC**
Wall Street, Suite 2200
Madison, WI 53718
Ph: (608) 216-7990
Email: kstjohn@bellgiftos.com

***Counsel for Uriel Pharmacy Inc., Uriel Pharmacy Health and Welfare Plan***

*/s/ Gregory J. Dubinsky*

Gregory J. Dubinsky (5075056)
Jack L. Millman (5517180)
Kevin D. Benish (5512397)
Andrew D. Sgarro (5981550)
Brent E. Bomkamp (5964804)
**HOLWELL SHUSTER & GOLDBERG LLP**
425 Lexington Avenue, 14th Floor
New York, New York 10017
Tel: (646) 837-5151
gdubinsky@hsgllp.com
jmillman@hsgllp.com
kbenish@hsgllp.com
asgarro@hsgllp.com
bbomkamp@hsgllp.com

Erin K. Deeley (SBN 1084027)
Erin E. Rome (SBN 1083092)
David P. Hollander (SBN 1107223)
Ginger Pinkerton (SBN 1146155)
**STAFFORD ROSENBAUM, LLP**
222 West Washington Avenue, Suite 900
Madison, WI 53703
Tel: (608) 256-0226
Fax: (608) 259-2600

edeeley@staffordlaw.com
erome@staffordlaw.com
dhollander@staffordlaw.com
gpinkerton@staffordlaw.com

***Counsel for the* Shaw *Plaintiffs***