UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

ELECTRICAL MEDICAL TRUST, et al., Plaintiffs, v. U.S. ANESTHESIA PARTNERS, INC., et al. Defendants.	Case No. 4:23-cv-04398 **ORAL ARGUMENT REQUESTED**

U.S. ANESTHESIA PARTNERS INC'S OPPOSITION TO NON-PARTY GALLAGHER BASSETT SERVICES INC'S MOTION TO QUASH SUBPOENA

Pursuant to Federal Rule of Civil Procedure 45, Defendants in the above-captioned action—U.S. Anesthesia Partners, Inc., U.S. Anesthesia Partners Holdings, Inc., and U.S. Anesthesia Partners of Texas, P.A. (together, "USAP")—hereby oppose the Motion to Quash Subpoena and Motion for Protection ("Motion") filed by Gallagher Bassett Services, Inc. ("Gallagher"). Gallagher seeks to quash USAP's December 3, 2025 subpoena (the "Subpoena") on various grounds, and also seeks a "protective order" from the Court, though it does not define the parameters or requested relief of any such proposed order.[1] USAP opposes Gallagher's Motion on both procedural and substantive grounds, and conversely moves in a separate motion (ECF No. 187, USAP's "Cross-Motion") for an order compelling Gallagher to comply with the Subpoena. USAP complied with Local Rule 7.1(D) by conferring with Gallagher on December 10 and January 13 to discuss the Subpoena. Even after the Motion was filed, USAP contacted Gallagher to meet and confer twice—as recently as January 27—before filing its Opposition and Cross-Motion in an effort to resolve or narrow the issues before the Court. Gallagher never responded.

[1] Gallagher filed two motions (Dkt. 180, 181) that, as far as USAP can tell, are identical—USAP presumes this was by mistake, and therefore responds to both Motions as if they were intended to be one.

INTRODUCTION

Gallagher does not seriously dispute that USAP's Subpoena seeks information relevant to USAP's defenses. Nor does Gallagher claim that it lacks responsive documents. Instead, Gallagher primarily raises confidentiality and burden objections. Those objections are procedurally defective and substantively without merit. The Court should therefore deny the Motion.

Procedurally, Gallagher failed to meet and confer in good faith with USAP before moving to quash, as the Federal Rules require. From early December 2025 until even after the Motion was filed, USAP has diligently attempted to work cooperatively with Gallagher towards compliance with the Subpoena. Gallagher has rebuffed USAP at every turn.[2] Throughout most of December and into early January, USAP sought to meet and confer with Gallagher to discuss the relevance of USAP's requests and how USAP could narrow the Subpoena to facilitate Gallagher's prompt compliance. Gallagher chose to largely ignore USAP and, instead of submitting its Responses and Objections ("R&Os") on January 14 as promised,[3] filed the present Motion. At no point did Gallagher meaningfully engage with USAP, attempt to negotiate, or propose any compromise.

Substantively, Gallagher's Motion fails to substantiate its "burden" and "confidentiality" objections. Instead, Gallagher makes wild and unrealistic allegations that misunderstand USAP's requests—such as it will take ***302 million hours*** for Gallagher to review all "workers compensation files," which the Subpoena does not request. The Court should not lend credence to such unsupported hyperbole (*see e.g.* Ex. C to Mot.).[4] Gallagher similarly suggests that RFP No. 5—which requests "all documents and communications between Gallagher and [the two named]

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[2] USAP has also served a subpoena on another Gallagher entity in its capacity as a broker. USAP has held limited meet and confers with Gallagher counsel on that subpoena.

[3] Though Gallagher indeed submitted boilerplate "Objections" within its Motion, these appear to be largely copy-and-paste—*e.g.*, Gallagher avers USAP's requests are "objectionable as they are not limited in time or scope." Mot. at 11. That is—on its face—untrue.

[4] For context, for an individual to expend 300 million hours, she would have needed to start the project around 32,474 B.C. At Gallagher's proposed rate of $25/hour for contract adjustors, the review process would cost $7.5 billion.

Plaintiff[s]"—could, in theory, "require production of an email as vague as 'Did you see the Houston Texan[s] game last night.'" Mot. at 8.[5] This is a strawman; not only does the subpoena not seek this breadth of information, but the parties can also discuss search protocols to eliminate Gallagher's need to review or produce irrelevant documents. *See id.*

Nor does Gallagher offer any explanation for why it—a third-party administrator that processes claims at a professional level for many large and sophisticated plans—has supposedly designed its record-keeping systems to be functionally unsearchable. This is akin to a library claiming it cannot locate any books because it has no filing system. Instead of conferring with USAP or attempting to tackle any of its substantive concerns related to "overbreadth," Gallagher ran straight into (the wrong) court. It simultaneously fails to demonstrate any meaningful concerns related to burden or confidentiality.

Gallagher does not deny that it possesses documents responsive to USAP's Subpoena. It does not allege that it could not obtain and produce these documents if it tried. It stated during the conferral process that it did not "want" to, and now claims it is too difficult to do so. Neither is a valid justification to quash a subpoena, particularly when Gallagher has not meaningfully attempted to reach any level of compromise with USAP. Gallagher's Motion should be denied.

BACKGROUND

A. The Parties

USAP is a defendant in the above-captioned putative class action, *Electrical Medical Trust, et al. v. United States Anesthesia Partners, et al.*, No. 4:23-cv-04398 (S.D. Tex.). Plaintiffs—Electrical Medical Trust and Plumbers Local Union No. 68 Welfare Fund, both self-funded employee benefit plans—seek to certify a class of "[a]ll entities, not including natural persons, who . . . paid for hospital-only anesthesia services provided in Texas by USAP or its co-conspirators." *See* Am. Compl. (Dkt. No. 128), ¶¶ 14, 15, 133, 135. USAP has issued subpoenas

[5] Had Gallagher meaningfully engaged regarding the subpoena, the parties could have discussed whether Gallagher was ever the TPA for either named Plaintiff and/or if it ever sent proposals for services or prepared contracts for the named Plaintiffs. Those are the only documents USAP seeks through this request.

to various brokerages and claims processors to obtain documents and information relevant to its defenses, including—in particular—defenses to class certification.

Gallagher is a third-party administrator ("TPA") that "delivers partnered claims management programs" to employers, public entities, insurance carriers, and self-insured organizations, "handl[ing] over 800,000 new claims annually."[6] Gallagher performs the administrative work of processing healthcare claims, managing costs, and coordinating benefits while its clients retain financial responsibility. *See id.*; Mot. at 1–2. Gallagher's clients include both fully insured plans and self-funded employer plans across Texas—*i.e.*, Gallagher routinely processes claims for anesthesia services—including those provided by USAP—and maintains records concerning reimbursement rates, provider contracts, and payment methodologies.

B. USAP's Repeated Efforts to Engage Regarding the Subpoena

USAP served the Subpoena on December 3, 2025. The parties met and conferred on December 10, 2025, and USAP extended Gallagher's deadline to submit R&Os until **January 14, 2026**. *See* **Exhibit A**. In the interim, USAP consistently reached out to Gallagher—on December 15, 17, and January 7—but Gallagher did not respond.

The parties were finally able to re-connect on January 13, 2026—the day before Gallagher's R&Os were due. *See* **Exhibit B**, at 4. During that meeting Gallagher took the position, for the first time, that it could not produce responsive documents because it could not identify the precise number of beneficiaries for each of its respective clients. *See generally* Cross-Motion, at 13. USAP offered several alternatives—none of which were agreeable to Gallagher—which led Gallagher to end the conversation and state that it would file its R&Os the following day. *See id.* Instead of serving its R&Os, Gallagher filed the instant Motion. Since then, USAP has reached out to Gallagher twice in an attempt to compromise and/or limit the issues before the Court. Gallagher has not responded. *See id.*; *see also* Ex. B, at 1–2.

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[6] GALLAGHER BASSETT, *Claims Management*, https://www.gallagherbassett.com/solutions/claims-management/, last accessed on February 3, 2026.

LEGAL STANDARD

Under Federal Rule of Civil Procedure 45(d)(3)(A), "[o]n timely motion, the court for the district where compliance is required must quash or modify a subpoena that: (i) fails to allow a reasonable time to comply; (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c); (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or (iv) subjects a person to undue burden." FED. R. CIV. P. 45(d)(3)(A). The court "may" quash a subpoena under various other circumstances. *See id.* 45(d)(3)(B).

In either scenario, the moving party has the burden of proof. *See CSS, Inc. v. Herrington*, 354 F. Supp. 3d 702, 706 (N.D. Tex. 2017) (citing *Wiwa v. Royal Dutch Petroleum Co.*, 392 F.3d 812, 818 (5th Cir. 2004)); *see also Williams v. City of Dallas*, 178 F.R.D. 103, 109 (N.D. Tex. 1998). "Generally, modification of a subpoena is preferable to quashing it outright." *Wiwa*, 392 F.3d at 818. "On a motion asserting undue burden, '[t]he moving party [must] demonstrate "that compliance with the subpoena would be unreasonable and oppressive . . . [or] how the requested discovery was overly broad, burdensome, or oppressive by submitting affidavits or offering evidence revealing the nature of the burden.'" *Herrington*, 354 F.Supp.3d at 706 (quoting *Wiwa*, 392 F.3d at 818) (citation omitted); *see also Andra Group, LP v. JDA Software Group, Inc.*, 312 F.R.D. 444, 449 (N.D. Tex. 2015).

"Whether a burdensome subpoena is reasonable must be determined according to the facts of the case, such as the party's need for the documents and the nature and importance of the litigation." *Id.* (quoting *Wiwa*, 392 F.3d at 818) (internal quotation marks and footnote omitted).

ARGUMENT

I. THE MOTION MUST BE DENIED BECAUSE GALLAGHER NEVER ESTABLISHES THE SUBPOENA'S ALLEGED "BURDEN"

Gallagher's Motion seeks to quash USAP's Subpoena on grounds that USAP's requests "pose an undue burden" and "seek confidential trade secret and business information." Mot. at 3.

The Court need not reach Gallagher's arguments because the Motion is procedurally defective. If it does reach the merits, it should reject Gallagher's objections. Either way, the Motion fails.

As a preliminary matter, Gallagher filed its Motion in the wrong court. *See* FED. R. CIV. P. 45(d)(3). USAP sought compliance against Gallagher in Dallas (Northern District of Texas), but Gallagher filed its Motion here.[7] More importantly, however, Gallagher ***never attempted*** to negotiate the scope of the Subpoena, let alone in good faith. And furthermore, even setting the procedural issues aside, Gallagher's Motion dramatically overstates and misconstrues the Subpoena's scope and burden.

A. Gallagher Never Conferred in Good Faith Before Filing the Motion

The Rules of Civil Procedure require parties to "confer" in "good faith" with the other affected parties before seeking action through the courts. *See* FED. R. CIV. P. 26(c)(1) (requiring "good faith confer[ring]" before seeking a "protective order"). When a party in this Circuit has "filed a motion for a protective order in conjunction with her motion to quash, she is required to comply with Rule 26(c)(1)'s meet-and-confer and certification requirements." *Rogers v. Orleans Par. Sheriff Off.*, 2025 WL 2460267, at *7 (E.D. La. Aug. 27, 2025). "The failure to engage in a fulsome meet and confer prior to filing a motion constitutes sufficient reason in itself to deny the motion." *Id.*; *see Brown v. Bridges*, 2015 WL 11121361, at *4 (N.D. Tex. Jan. 30, 2015) (same).

The requirement that parties meet and confer in good faith before seeking judicial relief is not "simply a formal prerequisite." *Aetna Inc. v. People's Choice Hosp., LLC*, 2018 WL 6220169, at *3 (W.D. Tex. June 18, 2018); *see also Compass Bank v. Shamgochian*, 287 F.R.D. 397, 399 (S.D. Tex. 2012) (noting that good faith "cannot be shown merely through the perfunctory parroting of the statutory language"") (citation omitted). Rather it "mandates a genuine attempt to resolve the dispute through non-judicial means and the 'conferment'

[7] USAP does not object to Gallagher invoking this Court's jurisdiction (and Gallagher clearly does not either), thus allowing the Court to adjudicate and decide this matter.

requirement requires two-way communication which is necessary to genuinely discuss any issues and to avoid judicial recourse." *Aetna*, 2018 WL 6220169, at *3 (collecting cases).

Here, Gallagher made no genuine attempt to discuss USAP's requests. Between December 10, 2025 and January 13, 2026, Gallagher never: (1) identified any specific requests which were objectionable; (2) proposed alternative language narrowing the scope of any requests; (3) provided an itemized burden analysis; (4) sent written objections pursuant to Rule 45(d)(2)(B); (5) attempted written conferral; (6) provided its cost estimates (despite repeatedly promising to do so); or (7) attempted to find any meaningful middle ground on the Subpoena's requests. Instead, despite informing USAP that it would submit its R&Os the following day, Gallagher moved to quash the Subpoena. For this reason alone, the Court should deny Gallagher's Motion.

At the parties' first meeting, USAP agreed to extend Gallagher's deadline to serve R&Os by over a month. Gallagher repaid that courtesy by ignoring USAP's attempts at outreach until January 13, 2026—the day before its R&Os were due—and then, instead of submitting R&Os and continuing the parties' ongoing efforts, filing the present Motion. This Court should deny the Motion for failure to engage in substantive, good faith conferral. In the alternative, the Court should—at minimum—require Gallagher to engage in substantive good faith conferral by: identifying each objectionable request by ***specifically identifying*** (not boilerplate) which portion is objectionable and why; providing an itemized burden analysis by request; proposing reasonable alternative language to objectionable requests; and submitting cost estimates for production.

B. The Existing Protective Orders Resolve Gallagher's Confidentiality Concerns

Gallagher first objects that the Subpoena "seeks confidential business information" about Gallagher and Gallagher's clients." Mot. at 3–4. Gallagher does not identify this information with any specificity, referring generally to "information related to [USAP] competitors," contracts with "confidentiality clauses," and "HIPAA protected medical records." *Id.* at 4.

The governing Protective Orders (Dkt. Nos. 94 and 147) mitigate any concerns about protecting Gallagher's alleged confidential information—a conclusion courts routinely reach. *See*

Ford Motor Co. v. Versata Software, Inc., 316 F. Supp. 3d 925, 943 (N.D. Tex. 2017); *FTC v. Thomas Jefferson Univ.*, 2020 WL 3034809, at *1–3 (E.D. Pa. June 5, 2020) (denying motion to quash filed by non-party competitor, reasoning that its perspective on competition was relevant to antitrust market definition and that the underlying protective order "serves as an adequate safeguard"). Gallagher offers no reason for why the Court's Protective Orders do not adequately safeguard its confidential information, and there is none.

Moreover, Gallagher's HIPAA-related concerns are largely overstated. *See* Mot. at 4, 6, 11. The Subpoena seeks ***plan-level*** administrative documents—contracts, policies, plan descriptions, fee schedules, and protocols (*see* Ex. A to Mot. at 13–15), not individual patient medical records or treatment information. To the extent Gallagher is concerned that sub-categories might ***incidentally*** contain patient health information, the Protective Order already classifies this type of information as "Highly Confidential" material subject to strict limitations on access and use. Dkt. No. 94, Dkt. 150. Furthermore, HIPAA itself permits disclosure of this type of information subject to a lawful subpoena governed by appropriate protective orders. 45 C.F.R. § 164.512(e).

C. Gallagher Dramatically Overstates the Subpoena's Burden

As it pertains to the Subpoena's perceived "burden," Gallagher does not meaningfully engage on the substance of what USAP requests, and instead relies on dramatized and factually dubious arguments. Aside from confidentiality, the Motion seeks to quash on three basic premises, each of which amounts to essentially the same perceived problem: (1) the Subpoena subjects Gallagher to an undue burden; (2) the Subpoena is not narrowly tailored; and (3) the Subpoena is not relevant or proportional to USAP's discovery needs. Each concern is easily addressed and readily resolved.

1. *The Subpoena Does Not Subject Gallagher to Undue Burden*

Gallagher contends the Subpoena "amounts to an undue burden" because (a) it would need to "contact all of its clients" to identify which fall within the requested categories because it does

not maintain lists "based on the number of beneficiaries or insured employees" (Mot. at 5–6); (b) responding would "require a review of every single claim to determine whether an individual sought anesthesia services" (Mot. at 6); and (c) the Subpoena is "facially overbroad" because the requests seek "all documents" or "all documents and communications." Mot. at 5.

From the outset, Gallagher misstates the law. *Hossfeld* did not hold that a "subpoena served on a non-party seeking 'all documents'" is always "facially overbroad." *See* Mot. at 5 (quoting *Hossfeld v. Allstate Ins. Co.*, 2025 WL 2323918, at *2 (E.D. Tex. Aug. 12, 2025)). The *Hossfeld* court simply reiterated the undisputed principle that a "subpoena's document requests [that] 'seek all documents concerning the parties'" is overbroad if it seeks all documents "regardless of whether those documents relate to that action and regardless of date," and when the "requests are not particularized" or "the period covered by the requests is unlimited." *Id.* (quoting *Am. Fed'n of Musicians of the U.S. & Can. v. Skodam Films, LLC,* 313 F.R.D. 39, 45 (N.D. Tex. 2015)). USAP's Subpoena not only relates directly to the question of class certification (*see infra* Part I(C)(3)); but its requests are highly particularized—it asks for 21 specific categories of documents with detailed definitions to identify plan-level documents; and the time period is not unlimited—it seeks documents dating back to 2018. *See* Ex. A to Motion, at 11, 13–16.

Nor does the Subpoena require Gallagher to "review every single claim."[8] Mot. at 6. For example, its complaint that it cannot identify clients by beneficiary count could have been easily resolved through conferral. To minimize burden for other TPAs, USAP has offered one of several solutions: (1) using alternative metrics like claim volume, covered lives, or premium size; (2) having USAP select from a client list the TPA provides, or (3) stipulating to more general categories like twenty of each TPA's "largest," "mid-sized," and "smallest" clients. USAP offered

[8] Gallagher's astronomic time estimate of "302 million hours" to comply with the Subpoena—representing 34,500 years of continuous work—is based on manually reviewing workers' compensation files at 66.75 minutes each (Ex. C to Mot. ¶¶ 12–13). But the Subpoena does not even request individual workers' compensation files. It requests plan-level documents including administrative service agreements, claims processing agreements, stop-loss policies, and fee schedules.

the same to Gallagher, and Gallagher never suggested these approaches were unreasonably burdensome or proposed any alternatives.

At bottom, Gallagher is a national TPA that necessarily operates with modern electronic systems for claims processing, document management, and client administration. The notion that such an entity cannot perform basic search functions for standard business documents strains credulity and contradicts how TPAs function in practice. If Gallagher faces genuine technical limitations in searching its files, the appropriate response is to engage with USAP during conferral to discuss alternatives—not to claim impossibility and seek wholesale quashing, and certainly not to represent (and indeed attest) it will take "302 million hours" to comply.

2. *The Subpoena is Narrowly Tailored for a Large Antitrust Case*

Gallagher likewise asserts the Subpoena is "not narrowly tailored" because its requests encompass clients "who never had a beneficiary seek care with U.S. Anesthesia." Mot. at 8–9.

But Gallagher mischaracterizes the Subpoena to make its point. *First*, the Subpoena's Instructions explicitly limit the temporal scope to "January 1, 2018 to the present"—an eight-year period covering the relevant time period for the underlying litigation. *See* Ex. A to Mot. at 11. This is not "unlimited" as Gallagher claims. *Second*, the Subpoena uses a sampling methodology (*see id*. at 13–15) specifically designed to ***reduce*** the burden on third parties, not add to it. It asks for a selection of large clients (5,000+ beneficiaries), medium-sized clients (500-5000 beneficiaries), and small clients (less than 500 beneficiaries). This targeted approach is standard in complex antitrust litigation and far narrower than requiring production for all clients. *See Open Cheer & Dance Championship Series, LLC v. Varsity Spirit, LLC*, 2025 WL 592484, at *2 (N.D. Tex. Feb. 24, 2025) ("Thus, courts tend to 'liberally construe' the discovery rules in 'antitrust cases[.]") (citations omitted). *Third*, Gallagher ignores that each request identifies specific, defined categories. For example, Requests 1-4(a) seek "Administrative Services Agreements, including statements of work or scope of services documents such as exhibits, appendices, amendments, restatements, etc." This is a discrete, identifiable category of contract documents, not "all

documents" in Gallagher's possession. *See Wiwa*, 392 F.3d at 818 (instructing courts to consider "the particularity with which the party describes the requested documents").

3. *Gallagher Misreads What is "Relevant" to USAP's Defenses*

Finally, Gallagher asserts that requested documents are "not relevant or proportional to the discovery needs in this litigation" (Mot. at 4, 10, 11, 13), and that USAP "has failed to explain how these requests . . . are relevant" to the case. Mot. at 4. Gallagher specifically objects that Request 6 seeks information about "any provider of anesthesia services in Texas (not even limited to U.S. Anesthesia)" and therefore are not "relevant or proportional to the claims." Mot. at 4.

Gallagher's relevance arguments fail. If counsel had engaged substantively with USAP, USAP could have explained the relevance of TPA data here. The mechanism by which TPAs—like Gallagher—structure plan coverage, negotiate rates, and implement regulatory requirements is directly relevant to several of USAP's core class defenses. *See generally* Cross-Motion, at 7–10. USAP seeks documents from TPAs such as Gallagher to show that each self-funded plan negotiates individualized arrangements—different administrative services agreements, varying stop-loss structures, unique NSA implementation protocols, and customized coverage terms—defeating the predominance requirement under Rule 23(b)(3). Gallagher's documents will prove that.

CONCLUSION

For the foregoing reasons, USAP respectfully requests that this Court issue an order: a) denying Gallagher's Motion; b) granting USAP's reasonable attorneys' fees and costs associated with the Motion; and c) any such other and further relief as the Court deems appropriate.

DATED: February 4, 2026

/s/ Julianne Jaquith

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CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of February, 2026, I caused to be filed the foregoing memorandum with the Court through ECF filing, which caused a copy to be sent to all counsel of record.

/s/ *Alexander Allred*

EXHIBIT A

From: Alex Allred
Sent: Monday, December 15, 2025 3:44 PM
To: Deanne Ayers
Cc: Aseem Chipalkatti; Jack Simms
Subject: RE: Gallagher Bassett Subpoena

Hi Deanne,

Just following up on this—do you have some time to jump on a phone call this week to discuss a production timeline?

Alex

From: Alex Allred
Sent: Wednesday, December 10, 2025 1:40 PM
To: Deanne Ayers <dayers@ayersfirm.com>
Cc: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>; Jack Simms <jacksimms@quinnemanuel.com>
Subject: Gallagher Bassett Subpoena

Deanne,

Thank you for agreeing to accept service of this Gallagher Bassett (TPA) subpoena via email. Please confirm your receipt and acceptance.

As discussed, in exchange for your willingness to accept service and work collaboratively with us to comply with the subpoena, we will extend your deadline to make any objections to the subpoena until **January 14, 2025.** Let's plan on chatting early next week to discuss what might be feasible in terms of a production timeline. To the extent it is helpful, I would tell your clients to prioritize RFP #'s 1-3 in the subpoena. We would like to begin receiving documents on a rolling basis in January.

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EXHIBIT B

From: Alex Allred
Sent: Tuesday, January 27, 2026 5:51 PM
To: Aseem Chipalkatti; Deanne Ayers; Kimberly Brown
Cc: Picard, Alyssa J.; Jack Simms
Subject: RE: Electrical Medical Trust v. U.S. Anesthesia Partners

Deanne,

We write to follow up on the note we sent on January 19 which you have not responded to. As we lay out below, we believe your motion is fundamentally flawed. Nonetheless, we remain willing to work with you in good faith and in the spirit of compromise we are reaching out to you again. Our view is that our clients and the Court would appreciate it if we can, at a minimum, narrow the issues before the Court. Please let us know if you are available to meet and confer on Thursday January 29 at 3:30 p.m CST or Friday January 30 between 2-5 CST.

Alex

From: Alex Allred
Sent: Monday, January 19, 2026 6:53 PM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>; Deanne Ayers <dayers@ayersfirm.com>; Kimberly Brown <kim@ayersfirm.com>
Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>
Subject: RE: Electrical Medical Trust v. U.S. Anesthesia Partners

Deanne,

I write to address the motion to quash you filed on January 14, 2026 re: USAP's subpoena to Gallagher Bassett in its capacity as a third party claims administrator. I am reaching out to you because we believe your motion was substantively premature and does not reflect a good faith effort on Gallagher Bassett's part to resolve the subpoena. We also believe your motion contains erroneous facts and procedural defects. We nonetheless remain willing to work with you to resolve this subpoena as well as the other outstanding subpoena to Gallagher for which you have not moved to quash.

Aside from our substantive concerns with your motion to quash, your motion does not comply with the Court's rules and therefore requires immediate correction:

1. Judge Bennett's individual practices mandate the following: "***Before filing a motion regarding a discovery dispute***, the complaining party must email the Case Manager and Law Clerks a letter . . . explaining the nature of the dispute and . . . [t]he email should include opposing counsel." **We did not receive any such email from your office,** which precluded us from our opportunity to "file a response" within "three (3) days." Please withdraw your motion and re-file once you have satisfied this obligation.

2. The same rule (which is pasted below for your convenience) restricts "any such briefing" that does comply with the rule above to "ten (10) pages except with leave of the Court." Even if you had complied with your obligation to email the Court's clerk (and cc us), your motion exceeds the

page limit by four pages and is therefore improper for this reason as well. This, too, requires immediate correction before we can respond.

4. Discovery Disputes
The Court expects that the parties will make every effort to resolve all discovery issues absent court intervention. When those attempts prove unsuccessful, a conference with the Court may be requested. ***Before filing a motion regarding a discovery dispute***, the complaining party must email the Case Manager and Law Clerks a letter—not to exceed two (2) pages—explaining the nature of the dispute and detailing the date, time, and place of the parties' prior out-of-court discovery or scheduling discussions and the names of all counsel participating therein. The email should include opposing counsel. Opposing counsel has three (3) days to file a response, if any, to the original letter. The Court will then determine the need for briefing or a conference on the matter.

Should additional briefing be allowed, such briefing and any response should not exceed ten (10) pages except with leave of Court. The initial letter as well as all additional briefing must also include a proposed order.

5. Motion Practice
Most motions are ruled on by submission. A motion must be filed as its own, separate document on CM/ECF and not as an exhibit or attachment to any other document. When a motion is filed on the docket, the CM/ECF system will calculate the twenty-one (21) day response due date, which is indicated in the entry as the "Motion Docket Date." ***This is not a hearing date.*** If parties wish to have oral argument, a motion for hearing must be filed separately on the docket.

(a) A party may not file a motion and separate "Memorandum of Law." The motion itself must include the party's argument supporting the relief it seeks. All authority must be cited within the body of the document and not footnoted;
(b) Except for dispositive motions, all motions should include a proposed order, pursuant to Local Rule 7.1(C). ***Do not include "Proposed" in the title of the order***. An example of an Order can be found at the bottom of this document. Please use the format featured in the example;
(c) All motions must contain a certificate of conference stating that counsel and pro se parties have conferred regarding the substance of the relief requested, and stating whether the relief sought is opposed or unopposed. In circumstances

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Saturday, January 17, 2026 9:26 PM
To: Deanne Ayers <dayers@ayersfirm.com>; Kimberly Brown <kim@ayersfirm.com>
Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>
Subject: RE: Electrical Medical Trust v. U.S. Anesthesia Partners

Deanne,

On January 13's meet-and-confer, you stated that your paralegal, Kimberly Brown, had sent us a cost and response proposal pertaining to our September 29 subpoena to Gallagher's brokerage arm. When we informed you that we had never received any such cost and response proposal, you promised to send it "within an hour" and also make yourself available for a follow-up discussion. We **still** have not received Gallagher's cost and response proposal, and you have not responded to our follow-up messages.

Your continued evasion of our attempts to meet-and-confer on this subpoena leaves us no other choice but to believe that you are not operating in good-faith. It has been months and USAP has yet to see any documents from Gallagher. Please provide us with your availability for a meet and confer to on this issue as soon as possible.

Thanks,

Aseem

Aseem Chipalkatti (*he/him*)
Associate
Quinn Emanuel Urquhart & Sullivan, LLP

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Washington, D.C. 20005
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(202) 538-8000 Office
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From: Aseem Chipalkatti
Sent: Tuesday, January 13, 2026 4:22 PM
To: Deanne Ayers <dayers@ayersfirm.com>; Kimberly Brown <kim@ayersfirm.com>
Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>
Subject: RE: Electrical Medical Trust v. U.S. Anesthesia Partners

Deanne,

On today's meet-and-confer, you indicated that you or Kim would be sending the cost and response proposal for the Gallagher broker subpoena within an hour. We have not yet seen this come across. Please transmit this by the close of business, today, so that we might review and respond.

Thank you,

Aseem

Aseem Chipalkatti (*he/him*)
Associate
Quinn Emanuel Urquhart & Sullivan, LLP

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Washington, D.C. 20005
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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Monday, January 12, 2026 7:56 AM
To: Deanne Ayers <dayers@ayersfirm.com>

Cc: Kimberly Brown <kim@ayersfirm.com>
Subject: Re: Electrical Medical Trust v. U.S. Anesthesia Partners

Yes, that works

Aseem Chipalkatti (he/him)
Associate
Quinn Emanuel Urquhart & Sullivan, LLP

From: Deanne Ayers <dayers@ayersfirm.com>
Sent: Monday, January 12, 2026 7:34:37 AM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Cc: Kimberly Brown <kim@ayersfirm.com>
Subject: Re: Electrical Medical Trust v. U.S. Anesthesia Partners

[EXTERNAL EMAIL from dayers@ayersfirm.com]

Aseem-

My afternoon tomorrow is booked. Tomorrow I have 10ET open. Can you accommodate?

Sent from my iPhone

> On Jan 9, 2026, at 11:55 PM, Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com> wrote:
>
> Hi Deanne,
>
> Sorry to have missed your earlier message. Are you free at either 2:30 PM or 3:00 PM Eastern on the 13th?
>
> Thanks,
>
> Aseem
>
> **Aseem Chipalkatti** (*he/him*)
> *Associate*
> Quinn Emanuel Urquhart & Sullivan, LLP
>
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>
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From: Deanne Ayers <dayers@ayersfirm.com>
Sent: Friday, January 9, 2026 9:34 PM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Cc: Kimberly Brown <kim@ayersfirm.com>
Subject: Re: Electrical Medical Trust v. U.S. Anesthesia Partners

[EXTERNAL EMAIL from dayers@ayersfirm.com]

Following back, Deanne

Sent from my iPhone

On Jan 8, 2026, at 12:46 PM, Deanne Ayers <dayers@ayersfirm.com> wrote:

Aseem:

Are you available for a call to discuss the expense issue? I have availability at any time on 1/13. Is there a time that date that would work for you?

Deanne C. Ayers
Ayers & Ayers
Ayers Plaza
4205 Gateway Drive
Suite 100
Colleyville, Texas 76034
(817) 267-9009
Licensed in Arizona | Colorado | Kentucky | Massachusetts | Minnesota | Montana | New York | Oklahoma | South Dakota | Texas