

**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 BROWN &
BROWN INSURANCE SERVICES, INC.’S MOTION TO QUASH SUBPOENA AND
MOTION FOR PROTECTIVE ORDER**

Pursuant to Federal Rule of Civil Procedure 45, U.S. Anesthesia Partners, Inc., U.S. Anesthesia Partners Holdings, Inc., and U.S. Anesthesia Partners of Texas, P.A. (together, “USAP” or “Defendants”) oppose the Motion to Quash Subpoena and Motion for Protection (“Motion” or “Mot.”) filed by Brown & Brown Insurance Services, Inc. (“BBIS”). BBIS seeks to quash USAP’s September 29, 2025 subpoena, as narrowed on November 18 (the “Subpoena”) and moves for an undefined protective order. USAP opposes BBIS’s Motion on both procedural and substantive grounds, and conversely moves in a separate motion (ECF No. 191, USAP’s “Cross-Motion”) for an order compelling BBIS’s compliance with the Subpoena. BBIS’s Motion is also prematurely before the Court. On January 13, USAP sent a letter to BBIS asking for another meet and confer, which the parties agreed would take place on January 22, 2026. BBIS cancelled that meeting one hour before it was set to take place and filed its Motion that day. After the Motion was filed, USAP contacted BBIS on January 27 and February 4 in an effort to resolve or narrow the issues before the Court. As of this filing, BBIS has not responded.

INTRODUCTION

BBIS's Motion underscores why its request for relief is premature. Had BBIS sought to meaningfully engage or attend the January 22 meet and confer, its Motion could have been avoided, or at a minimum, the parties could have narrowed the issues before the Court. BBIS relies heavily on the parties' initial (October 17, 2025) meet-and-confer, where USAP suggested that a category of documents, previously identified by BBIS, appeared to be responsive to USAP's Subpoena. BBIS then produced eleven such documents that fell within that category. These documents ultimately did not contain responsive material—which is not uncommon in the meet and confer process. On November 18, USAP substantially narrowed the scope of its subpoenas to brokers—including BBIS—fully eliminating some requests and narrowing others. BBIS's Motion rests on two incorrect premises: (a) that USAP confirmed its initial production of eleven documents fully satisfied the Subpoena (it did not) and (b) that USAP's November 18 letter "enlarged" rather than narrowed the scope of the Subpoena (it did not). Had BBIS substantively engaged with USAP before moving the Court, USAP could have explained both why the documents USAP seeks are relevant (and necessary), and why the narrowed Subpoena substantially reduced the burden on BBIS to produce documents.¹

BBIS's Motion is not only premature, but also procedurally and substantively defective. Procedurally, BBIS failed to meet and confer in good faith with USAP before filing its Motion, as the Federal Rules require. USAP has attempted to work cooperatively with BBIS to engage on the substance and reduce any perceived burdens. By contrast, BBIS has delayed, obfuscated, and refused to meaningfully discuss USAP's requests in good faith. In fact, BBIS committed to making a production on or about December 5, 2025, and then never did so. More recently, the parties agreed to confer on January 22 and USAP sent a list of detailed questions to facilitate that discussion. *See* Ex. 7 to Motion. BBIS cancelled the meeting on an hour's notice and filed this Motion that evening. In so doing, BBIS disregarded the good faith meet-and-confer process

¹ USAP reached out to BBIS counsel twice after the Motion was filed to discuss these issues. Counsel for BBIS never responded.

required by Federal Rule of Civil Procedure 37(a)(1) and Local Rule LR7(D) and, again, forestalled the required substantive discussions about compliance—which could have resolved or narrowed the issues in its Motion.

Substantively, BBIS’s burden and overbreadth objections are inaccurate and unavailing. USAP’s Subpoena contains express temporal limitations (January 1, 2018 to present), specific subject matter restrictions (documents related to health insurance brokerage services for Texas clients), and a targeted sampling methodology (limiting the scope to approximately 35 of BBIS’s clients across different size categories). BBIS’s confidentiality-based objections lack merit, as they ignore the comprehensive Protective Orders approved by this Court, which USAP provided to BBIS. *See* Dkts. 94, 150, 176; Ex. 2 to Mot, at 18–67.

The requested documents are also highly relevant to USAP’s defenses in this case. To support its class-action defenses, USAP seeks discovery from BBIS—a major insurance broker serving self-funded plans in Texas. The Subpoena seeks, among other things, plan-level documents such as administrative services agreements, claims processing agreements, reimbursement arrangements or schedules, and summary plan descriptions. These documents are highly relevant to USAP’s class certification defenses because they will demonstrate that each plan’s unique arrangements, varying coverage terms, different risk allocation structures, and individualized regulatory responses create such significant plan-to-plan differences that determining injury and damages requires individualized analysis, thus defeating the predominance requirement of Federal Rule of Civil Procedure 23(b)(3).

At bottom, USAP has made substantial efforts to accommodate BBIS, including by narrowing the scope of the Subpoena, proposing multiple alternative sampling methodologies, and requesting numerous meet-and-confer conferences. BBIS has avoided the very substantive discussions that could have narrowed the issues before the Court or prevented the Motion altogether. BBIS’s Motion should be denied.

BACKGROUND

A. The Parties

USAP is a leading physician-owned anesthesiology practice that includes over 5,000 clinicians nationally and serves countless patients across Texas. Formed in 2012, USAP’s mission is to ensure patients everywhere have access to high-quality anesthesia care by addressing the fragmentation in anesthesia services, where small, independent practices have historically struggled to meet modern healthcare facilities’ significant demands. USAP is a defendant in the above-captioned putative class action where the Plaintiffs (“Plaintiffs”)—Electrical Medical Trust and Plumbers Local Union No. 68 Welfare Fund, both self-funded employee benefit plans—allege that USAP’s acquisition of anesthesia practices in various Texas markets constituted illegal monopolization. Plaintiffs 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 to various brokerages and claims processors to obtain documents and information relevant to its defenses against Plaintiffs’ claims.

BBIS is a major broker for self-funded insurance plans in Texas and describes itself as “one of the world’s largest insurance brokerages”—with over 700 locations, over 23,000 employees in 19 countries, and nearly \$5 billion in annual revenue.² As a broker, BBIS plays a central role in assembling and negotiating multiple aspects of self-funded plans. Brokers operate as intermediaries that help employers design and implement self-funded plans by providing market expertise, recommending plan structures and connecting—*i.e.*, brokering—connections between employers with third party administrators (“TPAs”), stop loss carriers and other vendors essential to operating a self-funded plan. Brokers also negotiate pricing on behalf of their employer clients and offer ongoing support on plan performance and compliance, including advising clients on the substantial regulatory changes arising from the Texas Surprise Billing Law, S.B. No. 1264, which

² BROWN & BROWN, <https://www.bbrown.com/us/about/>, last accessed on February 6, 2026.

went into effect on January 1, 2020 (“SBL”), and the similar federal law called the No Surprises Act, 42 U.S.C. § 300gg-111, which went into effect in January 2022 (“No Surprises Act”).

B. The Subpoena and Initial Meet-and-Confer

On September 29, 2025, USAP served BBIS with a subpoena duces tecum commanding production in Austin, Texas by October 24, 2025. *See* Ex. 2 to Mot. (Subpoena); Ex. 4 to Mot. (“Narrowing Proposal”). The Subpoena sought documents related to BBIS’s health insurance brokerage services for Texas clients, including proposals, renewal documents, administrative services agreements, stop-loss contracts, and related communications. *See* Ex. 2 to Mot. (Subpoena) at 14-16. Each request was expressly limited by Instruction No. 2 to “the period of January 1, 2018 to the present.” *See id.*

On October 17, 2025, the parties held a telephonic meet-and-confer. During that call, USAP provided some examples of the types of documents it might be looking for to help BBIS understand the Subpoena’s scope and to facilitate an initial, limited production while the parties continued discussions about full compliance. USAP explained that proposals for services that BBIS sent to its clients *could* be responsive to the Subpoena—to the extent they contained specific information regarding plan pricing, information regarding bespoke insurance coverage, etc. USAP indicated that it was working on narrowing its subpoenas to all brokers, including BBIS. *See* Ex. 3 to Mot. at 2–5; *see also* Ex. 4 to Mot. at 1.

Consistent with the October 17 discussion, BBIS produced eleven renewal “proposals” sent to its clients on November 12, 2025, which USAP appreciated as a good-faith initial step towards compliance with the Subpoena. *See* Mot. at 4; Ex. 1 to Mot. ¶ 8; *see also* **Exhibit A** (02.04.26 Letter from USAP to BBIS). However, these “proposals” were essentially generic marketing materials for BBIS’s services with no client specific information regarding pricing or other terms, while also redacting the name of the client. USAP never represented, nor did the parties agree—particularly before USAP could review the “proposals”—that this limited production of eleven

documents would (or could) constitute complete compliance with the Subpoena. *See also* **Exhibit A** (02.04.26 Letter from USAP to BBIS).

C. USAP Narrows the Scope of its Subpoena

On November 18, 2025, USAP sent BBIS a detailed letter narrowing the Subpoena's scope. *See* Ex. 4 to Motion. The Narrowing Proposal was a result of USAP's growing understanding of the key issues and its desire to expedite discovery. *See id.* at 1.³ Through the Narrowing Proposal, USAP eliminated *nine* of eleven requests from the original Subpoena outright. *See id.* at 3–5.

For the remaining two requests, USAP offered a reduced and targeted sampling approach: a set of documents for approximately 35 of BBIS's clients across three size categories. For each category, USAP requested specific types of documents including final and draft marketing or renewal materials, presentations, renewal packages, agreements and schedules, *and* proposals. *Id.* at 2–3. The specific sampling categories requested documents for (1) ten clients with 5,000 or more beneficiaries; (2) ten clients with between 500-4,999 beneficiaries; (3) ten clients with less than 500 beneficiaries; and (4) five governmental entity clients. *Id.* at 2-3.

This methodology was specifically designed to balance BBIS's (and other brokers') burden against USAP's legitimate discovery needs while providing representative documents reflecting market conditions and plan variations. On its face, the November 18 Narrowing Proposal did not “enlarge” the Subpoena; it drastically reduced BBIS's obligations by eliminating the majority of Requests outright, and limiting production to a smaller subset of clients rather than requiring a more comprehensive production.

D. BBIS's December 11 Response and Subsequent Delays

After submitting the initial “proposals,” BBIS represented that it would make a production of “the requested documents” on December 5. **Exhibit B** (email correspondence between A. Chipalkatti and T. Vorhaben) at 2. On December 5, BBIS counsel stated that it was taking “longer than expected” and that USAP could expect a supplemental production on December 11, 2025.

³ USAP sent the Narrowing Proposal to all nine of its broker-subpoena recipients, not just BBIS.

See id. at 1. On December 11, however, BBIS did not make a production; it responded to the Narrowing Proposal with objections, characterizing USAP’s revised requests as having “enlarged rather than narrowed[] the scope of USAP’s requests.” *See* Ex. 5 to Mot. at 2. From BBIS’s perspective, USAP’s requests were “contrary” to the parties “prior agreements,” *id.*—presumably referring to USAP’s October 17 affirmation that it believed various “proposals” would fall within the scope of the Subpoena. BBIS also claimed that compliance would require “more than 140 hours of employee labor” and “would exceed \$8,000,” but it stopped short of requesting that USAP offset these costs. *See id.* at 5. BBIS’s December 11 letter and objections also included statements that BBIS was “unable to respond” to certain requests, that it did not possess documents “as worded,” and that responsive documents were “held by the insurance carriers” and therefore beyond BBIS’s control. *Id.* at 2, 4.⁴

On December 17, 2025, the parties held another meet-and-confer conference to discuss BBIS’s burden-related concerns. During that call, counsel for USAP asked whether BBIS intended to produce the documents it had previously promised. *See generally* **Exhibit C** (email correspondence between A. Allred, A. Chipalkatti and T. Vorhaben). BBIS’s counsel stated she first needed client approval to make a formal cost request (because she did not have the authority to do so) and committed to a follow-up meeting. *See generally* Ex. 6 to Motion. On December 19, BBIS indicated it would provide an update by December 23. *See* Ex. C, at 5. On December 23, BBIS stated it would respond by January 7, 2026. *Id.* at 4. January 7 came and went with no communication. *See id.* at 3-4.

On January 13, 2026, USAP sent BBIS a follow-up letter noting that more than a month had passed since BBIS represented it possessed responsive documents, yet BBIS had neither produced those documents nor made any formal cost request. Ex. 6 to Motion. USAP requested that BBIS either (1) request reimbursement as a condition to comply with the subpoena, providing

⁴ Notably, as BBIS already produced generic proposals for eleven of its clients presumably with operations in Texas, one possible cost saving option would have been for it to produce the requested materials for those eleven clients.

a detailed breakdown of costs; or (2) clarify if BBIS was refusing to comply entirely. *Id.* at 1. BBIS did not respond.

E. BBIS Cancels a Meet and Confer that Could Have Prevented the Motion or Narrowed the Issues Before the Court

USAP was ultimately able to schedule a meet-and-confer with BBIS on January 22, 2026. USAP sent BBIS a letter in advance of that meeting designed to facilitate a productive discussion. *See* Ex. 7 to Motion; *see* Ex. C, at 1. The letter identified eight specific categories of issues with BBIS’s December 11 responses and posed detailed questions to address on January 22. Ex. 7 to Motion. USAP requested that BBIS either respond in writing or “come to tomorrow’s call prepared to address each of the above points substantively.” *Id.* at 4.

Instead of attending the January 22 conference or even responding to USAP’s inquiries, BBIS filed this Motion to Quash later that day. USAP has since attempted to contact BBIS *twice* to confer further but BBIS has not responded. *See generally* Ex. A; **Exhibit D** (01.27.26 Letter from USAP to BBIS).

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). “To determine whether the subpoena presents an undue burden, [the Court] consider[s] the following factors: (1) relevance of the information requested; (2) the need of the party for the documents; (3) the breadth of the document request; (4) the time period covered by the request; (5) the particularity with which the party describes the requested documents; and (6) the burden imposed...Further, if the person to whom the document request is made is a non-party, the court may also consider the expense and inconvenience to the non-party.” *Id.*

ARGUMENT

I. BBIS’S MOTION IS DEFICIENT AND SHOULD BE DENIED AS PREMATURE

As a preliminary matter, BBIS filed its Motion in the wrong court. *See* Fed. R. Civ. P. 45(d)(3). USAP sought compliance against BBIS in Austin (Western District of Texas), but BBIS filed its Motion here. USAP, nonetheless, does not object to this Court adjudicating both the Motion to Quash and accompanying Cross-Motion to Compel as filed. Setting this issue aside, BBIS’s Motion fails for additional independent reasons.

BBIS’s Motion seeks to quash USAP’s Subpoena on grounds that the Subpoena “is facially overbroad, disproportionate, and unduly burdensome under Federal Rules of Civil Procedure 45 and 26.” Mot. at 2. According to BBIS, the Subpoena “also threatens disclosure of trade secrets and commercially sensitive information.” *Id.* BBIS’s claims fail, and further reveal why the Motion is premature. Had BBIS engaged in the required in-depth discussions with USAP—particularly after the Subpoena was narrowed—the underlying and incorrect premises of the

Motion could have been discussed (many of them likely resolved) and, at minimum, there would be fewer issues before this Court. The Motion is, therefore, premature because BBIS has not satisfied its “good faith” obligations under the rules to meet and confer regarding the Subpoena.

A. BBIS’s Motion Fails Because BBIS Failed to Confer in Good Faith

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 ‘good faith’ requirement mandates a genuine attempt to resolve the dispute through non-judicial means and the ‘conferment’ requirement requires two-way communication which is necessary to genuinely discuss any issues and to avoid judicial recourse.” *Aetna Inc. v. People’s Choice Hosp., LLC*, 2018 WL 6220169, at *3 (W.D. Tex. June 18, 2018) (collecting cases). The meet and confer requirement is not “simply a formal prerequisite,” as courts have emphasized that the parties must deliberate and compare views with the goal of resolving the dispute short of judicial intervention. *See id.*; *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” but rather “mandates a genuine attempt”) (citation omitted).

Here, BBIS contends that USAP—on October 17, 2025—“confirmed the narrowed scope [of the Subpoena].” Mot. at 4. USAP did no such thing. USAP narrowed its Subpoena on November 18 and advised BBIS exactly what it was requesting. *See* Ex. 4 to Mot. at 1 (thanking BBIS for its initial production but explaining that “that production did not encompass the scope of [USAP’s] subpoena”). For this reason, USAP requested to meet and confer with BBIS on January 22 to further explain why the prior production was not responsive, that the Subpoena had been

substantially narrowed, and to have a good faith discussion about moving forward with compliance. *See* Ex. C.⁵

Since USAP narrowed the subpoena, USAP and BBIS have had two short discussions. The parties were first able to meet on November 25, and BBIS represented that it was searching for documents, and that those documents “should be ready for production on Friday,” December 5. *See* Ex. B, at 2. On December 17, 2025, the parties held a second meet-and-confer, and counsel for BBIS represented that she did not know if she had the “authority” to make a formal costs request, but that she would provide USAP with a response on that topic “sometime soon.” Despite USAP’s continued attempts, the parties were unable to schedule a follow-up call until January 22, 2026. As noted above, BBIS then cancelled the call and filed its Motion.

BBIS mischaracterizes the parties’ prior communications (along with its own failure to confer in good faith) in arguing that USAP “agreed” on October 17 to certify compliance with the Subpoena so long as it sent various “proposals.” *See* Ex. B, at 4. By cherry-picking early correspondence and omitting critical later communications, BBIS creates the false impression that the parties’ conferral ended in October 2025 with an agreed-upon limited production. That is not reasonable in light of a record which shows USAP continued for months to engage in good faith while BBIS repeatedly delayed, made promises it did not keep, and avoided the substantive discussions that are required before moving for relief.

II. BBIS’S MOTION ALSO FAILS ON SUBSTANTIVE GROUNDS

Setting these procedural issues aside, BBIS’s Motion both overstates and misconstrues the Subpoena’s scope and burden. BBIS asserts four different grounds for quashing the Subpoena: (A) the Subpoena is “facially overbroad and not particularized”; (B) it “imposes a severe and disproportionate burden on a non-party”; (C) its “requests threaten disclosure of trade secrets and

⁵ An example of the type of documents provided is attached as **Exhibit E**. USAP’s November 18 letter also expressly stated that the narrowing of requests was made “without a waiver of its rights” under the Subpoena. *See* Ex. 4 to Mot. at 1.

confidential commercial information”; and (D) the requested documents are “unrelated to this lawsuit.”⁶ Mot. at 5-8. None are persuasive.

A. The Narrowed Subpoena is Not “Overbroad” and Adequately Particularized

BBIS first claims that the Subpoena is “over broad.”⁷ It argues that, because “[a]ll eleven (11) Requests for Documents include requests to produce ‘all documents and communications,’” the demands “are precisely the kind of facially overbroad and unreasonable requests courts reject.” See Mot. at 5–6 (quoting *Am. Fed’n of Musicians of the U.S. & Can. v. Skodam Films, LLC*, 313 F.R.D. 39, 40 (N.D. Tex. 2015); *Wiwa*, 392 F.3d at 818; *Concord Boat Corp. v. Brunswick Corp.*, 169 F.R.D. 44 (S.D.N.Y. 1996)).

BBIS misstates the law. Neither *Skodam* nor *Wiwa* holds that “demands on a non-party” seeking “all documents” is *per se* “facially overbroad.” See *id.* at 4–5. *Skodam* simply reiterates the 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.” See *Skodam*, 313 F.R.D. at 45; *Wiwa*, 392 F.3d at 818; see also *Hossfeld v. Allstate Ins. Co.*, 2025 WL 2323918, at *2 (E.D. Tex. Aug. 12, 2025). USAP’s Subpoena not only relates directly to the question of class certification (*see infra* Part IID); but its requests are highly particularized—it asks for 21 specific categories of documents with detailed definitions to identify plan-level documents for a sampling of BBIS’s clients; and the time period is not unlimited—it seeks documents dating back to 2018. See Ex. 2 to Mot. at 14–16.

⁶ BBIS also asserts that USAP has “failed” in its duty to engage in reasonable cost-shifting. This allegation is untrue. USAP *repeatedly* requested that BBIS present it with a reasonable estimate and formal request for costs so that it could do precisely that. See Ex. 6 to Mot. at 2. BBIS never has.

⁷ Over 40 pages of USAP’s purported “66-page subpoena” are exhibits, including the operative pleading in the above-captioned action, and the protective order issued by this Court.

B. The Subpoena Does Not Impose Undue Burden

BBIS next claims that compliance with the Subpoena—even as narrowed—would require “more than 140 hours of personnel time and greater than \$8,000 in internal labor.” Mot. at 7; Ex. 1 to Mot. ¶ 12. BBIS’s burden-related objections fail for several reasons.

First, BBIS has never formally requested that USAP offset any compliance costs, despite USAP’s numerous invitations to discuss cost-sharing arrangements. Federal Rule of Civil Procedure 45(d)(2)(B)(ii) expressly contemplates that a court may condition compliance with a subpoena on the serving party’s prepayment of reasonable costs, by stating “the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.” The record reflects both USAP’s repeated willingness to engage on this issue, and BBIS’s admitted inability to articulate any such request. *See* Ex. 4 to Motion. In its January 13 letter, USAP asked BBIS to “identify in writing the exact cost of production that [BBIS] is requesting, as well as a detailed, line-item breakdown of the offsetting costs.” *See* Ex. 6 to Motion. In its January 21 letter, USAP noted that it was “not opposed to paying reasonable costs associated with compliance, but [it needed] concrete information rather than conclusory burden assertions.” *See* Ex. 7 to Mot. at 3–4. BBIS cannot claim undue burden while simultaneously refusing to discuss (or specify) the very cost-sharing arrangements that Rule 45 contemplates as the solution to such burdens.

Second, even accepting BBIS’s burden estimate at face value, 140 hours and \$8,000 is not disproportionate given this litigation and the relevance of the requested documents. This is an antitrust class action case involving allegations of anticompetitive conduct across the State of Texas. Under Rule 26(b)(1), discovery is proportional to “the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” And, notably, the scope of antitrust discovery is “broad.” *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).

Given the high relevance and importance of the documents discussed below, any burden is proportionate, especially where USAP has offered cost-sharing and reasonable accommodations.

C. The Existing Protective Orders Resolve BBIS’s Confidentiality Concerns

BBIS also argues the Subpoena “threaten[s] disclosure of trade secrets and confidential commercial information.” Mot. at 7. This argument fails because it rests on speculation rather than specific showings, and because this litigation is governed by comprehensive Protective Orders (shared with BBIS along with service of the Subpoena) that provide robust protections to facilitate the exchange confidential information.

The governing Protective Orders (Dkt. Nos. 94 and 150) mitigate any concerns about protecting BBIS’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”). BBIS offers no reason for why the Court’s Protective Orders do not adequately safeguard its confidential information, and there is none.

Moreover, BBIS’s HIPAA-related concerns are largely overstated. *See* Mot. at 7. The Subpoena seeks ***plan-level*** administrative documents—contracts, policies, plan descriptions, fee schedules and protocols (*see* Ex. 4 to Mot. at 1–3), not individual patient medical records or treatment information. To the extent BBIS is concerned that sub-categories might ***incidentally*** contain patient health information, the Supplemental 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. Further, 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).

D. The Requested Documents are Relevant to USAP's Defenses

BBIS last argues the requested documents are “unrelated to the underlying case” Mot. at 5. This assertion reflects a fundamental misunderstanding of the issues in this putative antitrust class action and why BBIS' documents are relevant to USAP's class and merits defenses.

First, BBIS's documents are relevant to whether this putative class will be the first antitrust class certified by a Texas federal court in twenty-five years. BBIS's documents are likely to elucidate whether individual issues predominate over common ones, as required for Rule 23(b)(3) certification. BBIS brokers the essential elements of a self-funded plan—negotiating plan terms and out of pocket amounts, providing market expertise, obtaining stop-loss coverage and obtaining third-party administrator (TPA) services for plans. More specifically, self-funded plans, like those in the putative class, use brokers like BBIS to customize administrative services, coverage terms, along with cost-sharing arrangements for each employer client's specific needs. Stop-loss insurance terms vary significantly across plans, affecting how each plan experiences and manages anesthesia costs. Plans take different approaches to network adequacy, out-of-network costs, and provider negotiations based on their unique circumstances and priorities. The variety of plan structures, administrative arrangements, stop-loss insurance terms, and other individualized features documented in BBIS's files may well demonstrate that class treatment is inappropriate.

Second, brokers facilitate negotiations for their employer clients, provide market expertise and obtaining essential services for the self-funded plans that comprise the putative class. As such, USAP expects BBIS's documents to reflect market conditions, pricing trends, competitive dynamics, network adequacy evaluations, and the relative bargaining power of payors versus providers. This information is relevant to both liability (whether USAP possessed and exercised monopoly power) and damages (pricing but-for the alleged anticompetitive conduct). In addition, this information bears upon a disputed antitrust market. USAP contends that the relevant market includes not just hospital-based anesthesia services as alleged by Plaintiffs, but all anesthesia services, including those provided at non-hospital locations. Documents from BBIS showing,

among other things, how brokers and health plans view market alternatives, how they evaluate facility types, and how they structure services bear on market definition disputes.

Third, regulatory changes including the No Surprises Act and Texas' SBL along with changes to the CMS inpatient-only list have significantly impacted anesthesia services markets. BBIS's documents showing how brokers advised clients about these regulatory changes, how plans adapted their networks and pricing, and how out-of-network costs and dispute resolution processes evolved are directly relevant to USAP's defenses regarding regulatory impacts.

At root, BBIS is a major insurance broker operating in the exact geographic markets and time periods at issue, dealing with the exact types of health plans that are the subject of this litigation, and documenting the same competitive dynamics, pricing trends, plan structures, and payor-provider relationships that are at the heart of Plaintiffs' claims and USAP's defenses. The documents USAP seeks are plainly relevant under any reasonable application of Rule 26(b)(1).

CONCLUSION

For the foregoing reasons, USAP respectfully requests that this Court issue an order: a) denying BBIS'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 12, 2026

/s/ Julianne Jaquith

Karl S. Stern (TX Bar No. 19175665)
(Federal I.D. No. 04870)
Julianne Jaquith (TX Bar No. 24134925)
(Federal I.D. No. 3921126)
Christopher D. Porter (TX Bar No. 24070437)
(Federal I.D. No. 1052367)
Melanie Guzman (TX Bar No. 24117175)
(Federal I.D. No. 3745044)
QUINN EMANUEL URQUHART & SULLIVAN, LLP
700 Louisiana Street, Suite 3900
Houston, Texas 77002
Telephone: (713) 221-7000
Fax: (713) 221-7100
juliannejaquith@quinnemanuel.com
karlstern@quinnemanuel.com
chrisporter@quinnemanuel.com
melanieguzman@quinnemanuel.com

Jack Allen Simms, Jr. (TX Bar No. 24100378)
(Federal I.D. No. 598969)
QUINN EMANUEL URQUHART & SULLIVAN, LLP
300 West 6th Street, Suite 2010
Austin, Texas 78701
Telephone: (737) 667-6100
Fax: (737) 667-6110
jacksimms@quinnemanuel.com

Alexander S. Allred (Utah Bar No. 17929)
(*pro hac vice*)
QUINN EMANUEL URQUHART & SULLIVAN, LLP
2755 E. Cottonwood Parkway, Suite 520
Salt Lake City, Utah 84121
Telephone: (801) 515-7300
Fax: (801) 515-7400
alexallred@quinnemanuel.com

Geoffrey M. Klineberg (D.C. Bar No. 444503)
(*pro hac vice*)
Kenneth M. Fetterman (D.C. Bar No. 474220)
(*pro hac vice*)
Bradley E. Oppenheimer (D.C. Bar No.
1025006)
(*pro hac vice*)
KELLOGG, HANSEN, TODD,
FIGEL & FREDERICK, P.L.L.C.
1615 M Street N.W., Suite 400

Washington, D.C. 20036
Tel: (202) 326-7900
Fax: (202) 326-7999
gklineberg@kellogghansen.com
kfetterman@kellogghansen.com
boppenheimer@kellogghansen.com

David J. Beck (TX Bar No. 00000070)
(Federal I.D. No. 16605)
Garrett S. Brawley (TX Bar No. 24095812)
(Federal I.D. No. 3311277)
BECK REDDEN LLP
1221 McKinney Street, Suite 4500
Houston, TX 77010
Tel: (713) 951-3700
Fax: (713) 951-3720
dbeck@beckredden.com
gbrawley@beckredden.com

Counsel for U.S. Anesthesia Partners

CERTIFICATE OF SERVICE

I hereby certify that on this 12th 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

quinn emanuel trial lawyers | austin, tx

300 West 6th Street, Suite 2010, Austin, Texas 78701 | TEL (737) 667 6100; FAX (737) 667 6110

WRITER'S DIRECT DIAL NO.
(737)-667-6106

WRITER'S EMAIL ADDRESS
jacksimms@quinnemanuel.com

February 4, 2026

CONFIDENTIAL
VIA E-MAIL

Tessa P. Vorhaben
Hinshaw & Culbertson LLP
400 Poydras Street, Suite 3150
New Orleans, LA 70130

Re: *Electrical Medical Trust, et al. v. United States Anesthesia Partners, et al.*, No. 4:23-cv-04398; Brown & Brown Insurance Services, Inc.'s Motion to Quash

Dear Tessa:

I write briefly in follow-up to our January 27, 2026 letter responding to BBIS's Motion to Quash. We are reaching out in good faith because we continue to believe there is a straightforward path to resolution that would avoid burdening the Court with extensive motion practice—or at a minimum—narrow the issues before the Court

We both seem to agree that, following our October 17, 2025 meet and confer, BBIS produced eleven documents characterized as “proposals.” For our part, we readily acknowledge that, at the time, we had discussed this type of production and indeed believed those proposals would contain documents and communications responsive to our subpoena. After reviewing the proposals, however, we discovered that they did not contain any types of pricing information, policy terms, or otherwise responsive market details. We nonetheless appreciated BBIS's initial effort and treated those documents as a good faith first step, but this information is critical to USAP's class certification defenses in the above-captioned putative action.

Your Motion treats our November 18, 2025 “Narrowing Letter” as an *expansion* of what we were previously asking for. We, obviously, do not see it that way. Our Narrowing Letter was the result of our ongoing efforts in discovery to reduce the burden to third parties and was sent on the same day to other brokers who have received USAP subpoenas. From our perspective, your prior production did not contain the responsive information we seek, and it did not align with what

quinn emanuel urquhart & sullivan, llp

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we understood from our call would be produced. Rather than escalating, we attempted to provide additional clarity through the Narrowing Letter, which significantly reduced the scope of our original requests and proposed a targeted sampling approach specifically designed to minimize BBIS's burden.

Since that November 18 Narrowing Letter, BBIS has made no further productions and has declined our repeated attempts to engage substantively on what additional documents could be produced. Instead, BBIS filed a motion to quash that—as we explained in our January 27 response—mischaracterizes both the procedural history and the scope of our requests.

USAP's position is this dispute can and should be resolved short of motion practice and we are again attempting to do that. The core issue appears to be a disconnect about what documents BBIS maintains and what USAP is seeking. A substantive conversation about BBIS's document retention practices, our specific needs, and potential accommodations (including cost-sharing) should allow us to reach agreement on a reasonable production that satisfies our discovery needs without imposing undue burden on BBIS, or otherwise burdening the Court to resolve our disagreement.

We would like to schedule a call with you in the coming days to discuss a path forward. If BBIS is willing to engage in good faith on the substance of production—rather than litigating threshold issues through motion practice—we are confident we can reach a compromise.

Please let us know if you are willing to meet and confer on these issues. If we do not hear from you by February 6, 2026, we will move forward with motion practice. USAP reserves all rights and remedies and waives none.

Best regards,

/s/ Jack Simms

Jack A. Simms, Jr.

EXHIBIT B

From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Friday, December 5, 2025 3:45 PM
To: Aseem Chipalkatti
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem- It is taking longer then expected to search for and identify potentially relevant documents. I have been advised to anticipate a supplemental production by Thursday, December 11th.

Thanks,

Tessa Vorhaben
Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130
O: 504-438-1566 | F: 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

My Bio | hinshawlaw.com | [in](#) [f](#) [X](#) [@](#)



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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Wednesday, December 3, 2025 5:54 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>; Jack Simms <jacksimms@quinnemanuel.com>
Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Tessa,

Thank you. We look forward to receiving a production on Friday, December 5.

Thank you,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, December 3, 2025 9:57 AM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>; Jack Simms <jacksimms@quinnemanuel.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Good morning-

I did follow-up with my contact, who was out of the office until this morning due to the Thanksgiving holiday. The requested documents are being gathered and should be ready for production on Friday.

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130
O: 504-438-1566 | F: 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

My Bio | hinshawlaw.com | [in](#) [f](#) [X](#) [@](#)



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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Tuesday, December 2, 2025 4:10:27 PM

To: Jack Simms <jacksimms@quinnemanuel.com>; Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Tessa:

On our call last Tuesday, November 25, you represented that Brown & Brown was searching for documents responsive to our November 18 Narrowing Proposal and that you would have more information to convey to us by Wednesday, November 26. We request an update on the status of that search or, in the alternative, to Meet and Confer tomorrow, December 3 at 3 PM Central.

Thank you,

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

www.quinnemanuel.com

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From: Jack Simms <jacksimms@quinnemanuel.com>

Sent: Wednesday, November 19, 2025 6:56 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>;

Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Thank you for the prompt response. Invite's been sent.

Jack Simms

Of Counsel

Quinn Emanuel Urquhart & Sullivan, LLP

300 West 6th St, Suite 2010

Austin, TX 78701

737-667-6107 Direct

737-667-6100 Main Office Number

737-667--6110 Fax

Jacksimms@quinnemanuel.com

www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, November 19, 2025 5:48 PM

To: Jack Simms <jacksimms@quinnemanuel.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>;

Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

November 24th at 1:00 p.m. works for me.

Thanks,

Tessa Vorhaben
Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | F: 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Jack Simms <jacksimms@quinnemanuel.com>

Sent: Wednesday, November 19, 2025 2:17 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>;

Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Counsel,

Neither USAP's subpoena nor our recent correspondence are limit your production obligations to communications with the named Plaintiffs only. Both the subpoena and the recent correspondence make this clear. We have reviewed your initial production, and it is defective measured against our requests. Our requests remain outstanding, and we will continue to work with you until they are satisfied. We appreciate you making yourself available on the 24th. Can we set a meeting at 1pm central?

Thanks,

Jack

Jack Simms
Of Counsel

Quinn Emanuel Urquhart & Sullivan, LLP

300 West 6th St, Suite 2010

Austin, TX 78701

737-667-6107 Direct

737-667-6100 Main Office Number

737-667--6110 Fax

Jacksimms@quinnemanuel.com

www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, November 19, 2025 11:54 AM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>; Julianne Jaquith <juliannejaquith@quinnemanuel.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Julianne and Aseem-

Thank you for your correspondence. To address the deadline issue raised in your letter, the response deadline was not October 31st; you agreed to extend the deadline to November 14th. Further, we had a telephone conference on Friday, October 13th to discuss the subpoenas, including narrowing the scope of the requests and clarification of the requested information. It was my understanding that you were going to provide a written summary to narrow the scope of the requested documents, as you agreed that the subpoenas, as worded, were extremely broad. That summary was not provided until yesterday. Attached are communications requesting clarification and confirming extension of deadline to respond.

In further response to your letter, neither Electrical Medical Trust nor Plumbers Local Union No. 68 Welfare Fund are clients of Brown & Brown Insurance Services, Inc. There are no responsive documents.

I am available to discuss on November 24th.

Regards,

Tessa Vorhaben

Partner

Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Tuesday, November 18, 2025 6:20 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Jack Simms <jacksimms@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Please see the attached correspondence regarding the subpoena served on you in the above-referenced matter. Please identify the times you can meet and confer on November 20-21, November 24, or 25.

Thanks,

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Thursday, November 13, 2025 7:56 AM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Yes, those were the responsive documents located.

Tessa Vorhaben

Contract Partner

Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Wednesday, November 12, 2025 9:14:39 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Thank you so much – received, and I'll let you know if I have any technical difficulties with review. For avoidance of doubt, is this the only production that you anticipate making?

Thank you,

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, November 12, 2025 6:15 PM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem-

My assistant sent you a link with the responsive documents found in the referenced matter.

Thanks,

Tessa Vorhaben

Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Thursday, October 23, 2025 2:10 AM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Sorry for my delayed response. The information that you mention for Brown & Brown Insurance Services, Inc would be very helpful. 20 proposals total should be fine for us, ideally spread as evenly as possible between 2018 and present. As to AGIS, to clarify, is that Long Term Care policies that are offered directly to consumers? Or are those offered to employees through their employers as supplemental coverage? If the latter, we may be interested, but if the former, I think you will be correct. And just to confirm: are neither Electrical Medical Trust and Plumbers Local Union No. 68 Welfare Fund clients of either AGIS or Brown & Brown Insurance Services, Inc?

As to the deadline, we understand, and appreciate your assistance with these subpoenas. Given the progress that Brown & Brown is making progress towards a production, would another week (October 31) work? Or would your team need more time to pull everything together?

Thanks,

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, October 22, 2025 8:58 AM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem- I wanted to touch base with you following our call on Friday to give you an update on response efforts. AGIS does not have any responsive documents as they only handle Long Term Care policies. Brown & Brown Insurance Services, Inc. (I incorrectly advised the entity was Texas Insurance Services) has started the process. They 4 regional locations in Texas with multiple offices throughout the state, so they are first working to identify clients in Texas with self-funded health care plans and >1000+ employees. It is my understanding that y'all are really looking for a sampling. How many renewals or proposals are you realistically needing- 5, 10, 30? For example, five representative client renewals or proposals from 2018 -present? I'm trying help them narrow the search parameters a bit because the way their internal document management system work makes it difficult to search and locate only (1) renewals or proposals; (2) Texas clients; (3) employees >1000 employees; (4) self-funded health care; (5) 2018-present. If you have the names of specific companies names, that would be helpful. Also, I know this information is needed for the class certification hearing. When is that? I know the response deadline is tomorrow or Friday; however, at this juncture, this deadline is not doable. Any guidance you can provide in this regard would be appreciated.

Tessa Vorhaben

Partner

Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Thursday, October 16, 2025 9:59 AM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Thanks for sending your availability - I just set something up for 2:00 PM CT tomorrow, thanks! Please note that we will be joined by Alyssa Picard from our co-counsel at Kellogg Hansen.

Thanks,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Wednesday, October 15, 2025 6:40 AM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Good morning-

Yes, tomorrow morning between 8:30 am. Central and 11:00 a.m; between 3:00 p.m. and 4:30 p.m. and Friday from 8:30 a.m.-noon and 1:30 – 3:00.

Tessa Vorhaben
Partner
Hinshaw & Culbertson LLP
400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | F: 504-617-7897
tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Tuesday, October 14, 2025 10:37 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

My apologies – I missed this email come in. Do you have any availability later this week?

Thanks,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Friday, October 10, 2025 8:37 AM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

On Monday, I have a meeting from 1-2 p.m central time, but otherwise open.

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP
400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | F: 504-617-7897
tvorhaben@hinshawlaw.com
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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Thursday, October 9, 2025 7:05 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Understood – thanks!

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Thursday, October 9, 2025 4:53 PM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

No, I have a meeting from 2- 4 pm and then my oldest plays football so Friday night lights at 5 pm. I'm currently stuck in Dallas airport so will send Monday availability tomorrow.

Tessa Vorhaben

Contract Partner

Hinshaw & Culbertson LLP

400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Thursday, October 9, 2025 6:49:18 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Is any time between 3 and 5 PM CT tomorrow ok by you? If not, we have more availability on Monday.

Thanks!

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

www.quinnemanuel.com

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From: Aseem Chipalkatti
Sent: Thursday, October 9, 2025 9:09 AM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Thanks Tessa – I'll circle up with my team and get back to you on timing. Are you free all day?

Thanks,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Thursday, October 9, 2025 8:07 AM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Good morning- I'm in Laredo for hearings this morning and it's taking longer than anticipated. I need to reschedule. I'm available tomorrow.

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP
400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Tuesday, October 7, 2025 6:56:56 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Thanks Tessa – just set up a call for then.

Aseem Chipalkatti (he/him)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Tuesday, October 7, 2025 12:50 PM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Yes, that works.

Tessa Vorhaben

Partner

Hinshaw & Culbertson LLP

400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Tuesday, October 7, 2025 2:44 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Would 1 PM CT Thursday afternoon work? If so, I'll send a calendar invite with a couple of my colleagues CCed.

Thanks,

Aseem

Aseem Chipalkatti (he/him)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Tuesday, October 7, 2025 6:35 AM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Tomorrow afternoon or Thursday afternoon work for me.

Tessa Vorhaben

Partner

Hinshaw & Culbertson LLP

400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Tuesday, October 7, 2025 1:04 AM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Hope you've been keeping well. I wanted to check in and see if we could get some time on the calendar this week to meet and confer regarding these reissued subpoenas.

Thanks!

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Aseem Chipalkatti
Sent: Monday, September 29, 2025 12:37 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Hope you had a good weekend! Thank you again for taking the time to speak last week and agreeing to accept electronic service of the two attached subpoenas to AGIS Network and Texas Insurance Services, Inc. For your reference, there are no changes to the substance of the subpoena, just the compliance date and entity names. Once you've had time to digest, we'd like to schedule a time to meet and confer about the scope and substance of the subpoena at your convenience – please let us know some times that work for you this week.

In addition, by this email, we hereby withdraw the subpoena issued on September 3, 2025.

Thank you,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Aseem Chipalkatti
Sent: Friday, September 26, 2025 9:57 AM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Thanks Tessa! We'll be sending something over on Monday – thanks so much for your help, and have a great weekend as well!

Thanks,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Friday, September 26, 2025 8:10 AM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem- I have authority to accept electronic service on behalf of AGIS Network and Texas Insurance Services.

Have a great weekend!

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP
400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897
tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Wednesday, September 24, 2025 5:10:48 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

9 AM Eastern tomorrow works, in that case. Thanks for your flexibility.

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

From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, September 24, 2025 3:07:25 PM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Unfortunately I'm in depositions all day tomorrow. I'm heading to client meetings now. Friday is open for me.

Tessa Vorhaben

Contract Partner

Hinshaw & Culbertson LLP

400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Wednesday, September 24, 2025 5:05:50 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Would it be possible to do any time after 11 Eastern? I'm on Pacific Time tomorrow.

Thanks!

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, September 24, 2025 3:04 PM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

hi Aseem- I just landed in Laredo. I can call at 9 am eastern tomorrow if that works.

Tessa Vorhaben

Contract Partner

Hinshaw & Culbertson LLP

400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | F: 504-617-7897

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Wednesday, September 24, 2025 12:55:25 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

Hi Tessa,

Thank you for your call – I just gave you a ring back on your cell but might have missed you. Happy to speak whenever you have a moment at (202) 948-8849.

Thanks,

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

1300 I Street, NW, Suite 900

Washington, D.C. 20005

(202) 948-8849 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Wednesday, September 24, 2025 6:38 AM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc. re: third-party subpoena to Brown & Brown

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem-

I am writing on behalf of Brown & Brown, Inc. regarding the referenced matter. If you could call my cell when you get a chance- (504) 495-8867.

Thanks, Tessa

Tessa Vorhaben

Partner

Hinshaw & Culbertson LLP

400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

tvorhaben@hinshawlaw.com

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EXHIBIT C

From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Thursday, January 22, 2026 12:00 PM
To: Alex Allred; Aseem Chipalkatti
Cc: Picard, Alyssa J.; Jack Simms
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

I am unable to meet this afternoon at 2:00 p.m. central. I have availability tomorrow afternoon after 1:30 p.m. central.

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Alex Allred <alexallred@quinnemanuel.com>
Sent: Wednesday, January 21, 2026 7:01 PM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>; Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

Tessa,

As discussed, please see the attached correspondence from Jack Simms. We look forward to speaking with you tomorrow.

Thanks,

Alex

From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Friday, January 16, 2026 8:39 AM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

I can be available Wednesday morning after 9:00 a.m. central. And, to correct your below email, Brown & Brown Insurance Services, Inc. did make a document production on November 12, 2025, and that production was in accordance with my understanding of the narrowed scope of USAP's requests discussed during our October 17, 2025 "meet and confer."

I look forward to speaking with you Wednesday morning.

Thanks,

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | F: 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Sent: Thursday, January 15, 2026 6:40 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

Tessa,

Please provide your availability to meet-and-confer on either Tuesday (1/20) in the afternoon, or on Wednesday (1/21) in the morning. The subpoena was issued nearly four months ago (on September 29, 2025), yet we are still no closer to obtaining documents from your client. As stated in our January 13, 2026 letter, we remain prepared to file a motion to compel against Brown & Brown, unless it is willing to demonstrate progress towards compliance with the subpoena. We likewise reserve all rights and remedies should Brown & Brown continue to delay its response to our continued good-faith inquiries.

Thank you, and we'll expect a response to this email by the end of day tomorrow.

Aseem

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

500 13th Street NW, Suite 600
Washington, D.C. 20005
(202) 538-8156 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Thursday, January 15, 2026 2:52 PM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Cc: Picard, Alyssa J. <apicard@kellogghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem-

I am unable to provide a response re: request for cost reimbursement by the deadline set forth in your January 13th letter. My client contact has been out sick with the flu, and we are set to discuss this coming Tuesday.

Regards,

Tessa Vorhaben
Contract Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130
O: 504-438-1566 | F: 504-617-7897
Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201
Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com
My Bio | hinshawlaw.com | [in](#) [f](#) [X](#) [@](#)



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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Tuesday, January 13, 2026 7:00 PM

To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Jack Simms <jacksimms@quinnemanuel.com>; Alex Allred <alexallred@quinnemanuel.com>

Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

Tessa,

Please see the attached correspondence. Please also ensure that future responses are sent to myself and my colleagues, CCed.

Thank you,

Aseem

Aseem Chipalkatti (*he/him*)

Associate

Quinn Emanuel Urquhart & Sullivan, LLP

500 13th Street NW, Suite 600

Washington, D.C. 20005

(202) 538-8156 Direct

(202) 538-8000 Office

(202) 538-8100 Fax

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>

Sent: Tuesday, December 23, 2025 5:01 PM

To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>

Subject: Re: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Hi Aseem- Due to the holidays, I won't have a response until the week of January 5. I will provide an update on January 7.

Thanks, and Happy Holidays-

Tessa

Tessa Vorhaben

Contract Partner

Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

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From: Vorhaben, Tessa
Sent: Friday, December 19, 2025 1:03:32 PM
To: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

Hi Aseem- Nothing new to report at this time. I have reached out again and will give you an update on Tuesday, Dec. 23rd.

Tessa Vorhaben
Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130

O: 504-438-1566 | **F:** 504-617-7897

Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201

Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

tvorhaben@hinshawlaw.com

My Bio | hinshawlaw.com | [in](#) [f](#) [X](#) [@](#)



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From: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Sent: Wednesday, December 17, 2025 10:39 AM
To: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Cc: Picard, Alyssa J. <apicard@kelloggghansen.com>; Julianne Jaquith <juliannejaquith@quinnemanuel.com>; Jack Simms <jacksimms@quinnemanuel.com>
Subject: RE: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

Tessa,

Thank you for your response. Are you available for a brief call (15 min or so) later today or tomorrow to discuss a couple of clarifying questions?

Thank you,

Aseem

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

1300 I Street, NW, Suite 900
Washington, D.C. 20005
(202) 948-8849 Direct
(202) 538-8000 Office
(202) 538-8100 Fax
www.quinnemanuel.com

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From: Vorhaben, Tessa <tvorhaben@hinshawlaw.com>
Sent: Thursday, December 11, 2025 4:21 PM
To: Julianne Jaquith <juliannejaquith@quinnemanuel.com>
Cc: Aseem Chipalkatti <aseemchipalkatti@quinnemanuel.com>
Subject: Electrical Medical Trust vs. U.S. Anesthesia Partners, Inc.

[EXTERNAL EMAIL from tvorhaben@hinshawlaw.com]

Julianne-

Please see the attached correspondence regarding the referenced matter.

Tessa Vorhaben
Partner
Hinshaw & Culbertson LLP

New Orleans Office | 400 Poydras Street, Suite 3150, New Orleans, LA 70130
O: 504-438-1566 | F: 504-617-7897
Dallas Office | 1717 Main Street, Suite 3625, Dallas, TX 75201
Houston Office | 5151 San Felipe, Suite 1380, Houston, TX 77056

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EXHIBIT D

quinn emanuel trial lawyers | austin, tx

300 West 6th Street, Suite 2010, Austin, Texas 78701 | TEL (737) 667 6100; FAX (737) 667 6110

WRITER'S DIRECT DIAL NO.
(737)-667-6106

WRITER'S EMAIL ADDRESS
jacksimms@quinnemanuel.com

January 21, 2026

CONFIDENTIAL
VIA E-MAIL

Tessa P. Vorhaben
Hinshaw & Culbertson LLP
400 Poydras Street, Suite 3150
New Orleans, LA 70130

Re: *Electrical Medical Trust, et al. v. United States Anesthesia Partners, et al.*, No. 4:23-cv-04398; subpoena to Brown & Brown Insurance Services, Inc.

Dear Tessa:

I write in advance of our scheduled call tomorrow regarding Brown & Brown Insurance Services, Inc.'s ("BBIS") December 11, 2025 Responses & Objections ("R&O's") to USAP's subpoena. To ensure our call is productive and to determine whether we can reach any mutually acceptable agreement, I ask that you come prepared to address the following questions and concerns with regard to your R&O's.

1. **Scope of the Search.** BBIS responds to several document requests by stating that "BBIS is not in possession of documents responsive to this request" or "BBIS does not have documents responsive to this request." For each such response, please address: (a) the specific search methodology and terms used to determine BBIS has no responsive documents; (b) identification of the custodians whose files were searched; (c) identification of the data sources and systems searched (email, document management systems, client files, etc.); and (d) the time period covered by the search. Without this information, we cannot evaluate whether BBIS has conducted a reasonable search or is instead making unsupported assertions of non-responsiveness.
2. **"As Worded" Qualifications.** For Requests 1-4 and 6, BBIS states that, "as worded, [it] does not have documents responsive to this request." I would like to address and discuss what you mean by "as worded." Is there alternative language we could use that would yield

quinn emanuel urquhart & sullivan, llp

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responsive documents? Are you suggesting that BBIS *does* possess relevant documents but believes they do not technically fit within the request as drafted? If so, please identify what documents BBIS possesses and propose specific language modifications that would render those documents responsive. We believe this is what any good-faith negotiations would require, and these qualifications appear to be evasive rather than substantive objections.

3. **“Unable to Respond.”** For several requests, BBIS states it is “unable to respond” or “unable to search for or provide responsive documents.” This terminology is ambiguous and inadequate. Does “unable to respond” mean: (a) BBIS possesses responsive documents but is withholding them on privilege grounds; (b) BBIS possesses responsive documents but is withholding them on other legal grounds; (c) the burden of searching is too great; or (d) something else entirely? Please elaborate on what specific impediment prevents BBIS from responding to each request where this language appears.
4. **Documents Held by Third Parties.** BBIS frequently responds that documents are “held by insurance carriers” or “controlled by carriers/payors” and therefore not within BBIS’s possession, custody, or control. However, you also acknowledge that BBIS “may have copies” of certain documents if carriers provided them. Please clarify: (a) has BBIS actually searched for copies of documents that carriers may have provided; (b) if so, what was the result of that search; and (c) if not, why not? The fact that carriers hold originals does not excuse BBIS from producing copies in its possession. Moreover, Federal Rule of Civil Procedure 45 encompasses documents within BBIS’s “control,” which may include documents BBIS has the practical ability to obtain from carriers with whom it has ongoing business relationships.

Relatedly, you respond to Request # 3 by stating that many requested agreements are held by insurance carriers and “BBIS is not a party to” those agreements. However, the request explicitly seeks “agreements, draft agreements or proposals facilitated or brokered for those clients including those agreements BBIS is not a party to.” As a broker, BBIS facilitates and brokers agreements between its clients and carriers. Please provide a written response or come prepared to explain: (a) whether BBIS maintains copies of agreements it facilitates or brokers in the ordinary course of business; (b) whether BBIS participated in negotiating or presenting these agreements to clients; and (c) what documents BBIS does maintain reflecting the terms of arrangements it brokers. Please also be prepared to discuss whether BBIS can obtain any of these documents from its carrier partners.

5. **Temporal Scope and Storage Issues.** BBIS objects that documents from 2018-2022 (pre-acquisition) would require manual searching and that access may be limited. Please explain: (a) what efforts BBIS has made to access pre-acquisition Hays Companies documents; (b) what specific obstacles exist to accessing those documents; (c) whether BBIS has communicated with Brown & Brown, Inc. corporate or Hays Companies personnel about retrieving these documents; and (d) whether any sampling approach focused on post-2022 documents would be acceptable. Additionally, you state that

documents are stored in “multiple systems” and “are not stored by employee or beneficiary count.” As we have explained to other subpoena recipients, the fact that BBIS does not organize documents by the criteria in our requests is not a valid objection. Please come prepared to discuss whether BBIS has an alternative suggestion, and if not whether BBIS can provide us with a list of Texas-based clients along with beneficiary/employee counts, and USAP can select specific clients from that list to reduce BBIS’s search burden—if that is an alleged barrier to production.

6. **Confidentiality Concerns.** You assert that the protective order and supplemental protective order do not adequately “address BBIS’s concerns” regarding confidential and proprietary information. Please identify with specificity what provisions you believe are inadequate and what additional protections BBIS requires. The protective orders in this case provide comprehensive safeguards for confidential business information, trade secrets, and third-party data—including restrictions on who may access such information and how it may be used. If BBIS believes additional protections are necessary, please come prepared with specific proposed modifications or redaction protocols.
7. **Sampling and Narrowing Proposals.** Our November 18, 2025 letter proposed a targeted sampling approach to reduce BBIS’s burden—specifically requesting documents for approximately 35 clients across different size categories rather than requiring production for BBIS’s entire client base. You characterize this as “enlarging” rather than narrowing the scope, but that misses the point. The subpoena’s original requests, if read broadly, could encompass all Texas clients. Our sampling approach dramatically limited the universe of clients for which production is required. If BBIS believes our proposed categories remain too burdensome, please come prepared with a counter-proposal that would provide representative documents while further reducing burden.
8. **Burden and Cost Objections.** Lastly, BBIS estimates that compliance would require 140 hours of labor at a cost exceeding \$8,000 for internal labor alone. However, you have never requested that USAP offset any of these costs. If cost is truly the barrier to production, please come prepared to provide: (a) a detailed, itemized breakdown of the estimated hours by task; (b) the hourly rates or salary costs underlying your calculations; (c) identification of which specific requests or categories of documents drive the majority of this burden; and (d) any proposals for how the scope of requests could be narrowed to reduce burden while still providing meaningful discovery. Our client is not opposed to paying reasonable costs associated with compliance, but we need concrete information rather than conclusory burden assertions.

We appreciate BBIS’s production of the eleven proposals in November, but that limited production does not satisfy the subpoena’s scope. We remain willing to work with BBIS to narrow requests, accommodate reasonable confidentiality concerns, and discuss cost-sharing arrangements. However, BBIS’s responses contain numerous ambiguities, unsupported assertions,

and inadequately explained objections that make it impossible to evaluate whether BBIS is making good faith efforts to comply.

Please either respond to this letter in writing or come to tomorrow's call prepared to address each of the above points substantively. If we cannot reach agreement, we will need to proceed expeditiously to motion practice. USAP reserves all rights and remedies and waives none.

Best regards,

/s/ Jack Simms

Jack A. Simms, Jr.

EXHIBIT E

The background of the slide features a dark blue field with faint, light blue data visualizations. These include several line graphs with square markers, bar charts, and a series of human icons (men and women) arranged in rows. Faint numbers are also scattered across the background, such as '2488595', '490720981422', '012340987', '109874123948', '7412908202958', '289038', '560548659201849', '33280751098234091', '10293107987034', and '18302384700'.

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About Brown & Brown

Company Facts

- + Founded in 1939
- + 500+ locations
- + 16,000+ teammates
- + \$20 billion + premiums under management
- + 5th largest Insurance Broker in the nation*
- + 6th largest Insurance Broker in the world*
- + Local presence with national resources
- + Creative. Data-Driven. Strategic. Consultants.

**Business Insurance Magazine*

Our Core Values

- + Innovation
- + Entrepreneurship
- + Independence
- + Problem Solving
- + Client Focus
- + Evolution
- + Impactfulness

Industries We Serve

- + Agriculture & Food
- + Aviation
- + Construction
- + Education
- + Financial Services
- + Healthcare & Medical
- + Hospitality & Leisure
- + Manufacturing & Distribution
- + Marine & Energy
- + Non-Profits
- + Power & Utility
- + Professional Services
- + Real Estate
- + Retail
- + Technology
- + Transportation

Products & Services

Employee Benefits

Through data analytics and industry expertise, we devise benefits programs that maximize your offerings and control rising healthcare costs.

Property & Casualty

Our team ensures you are covered by creating customized risk solutions that anticipate every contingency.

Risk Management Consulting

We tailor solutions through an integrated enterprise approach to meet your intricate mosaic of risk management needs.

Private Client Group

Whether you already have significant financial assets or are on the road to high net worth, we offer comprehensive insurance for every lifestyle.

National Programs

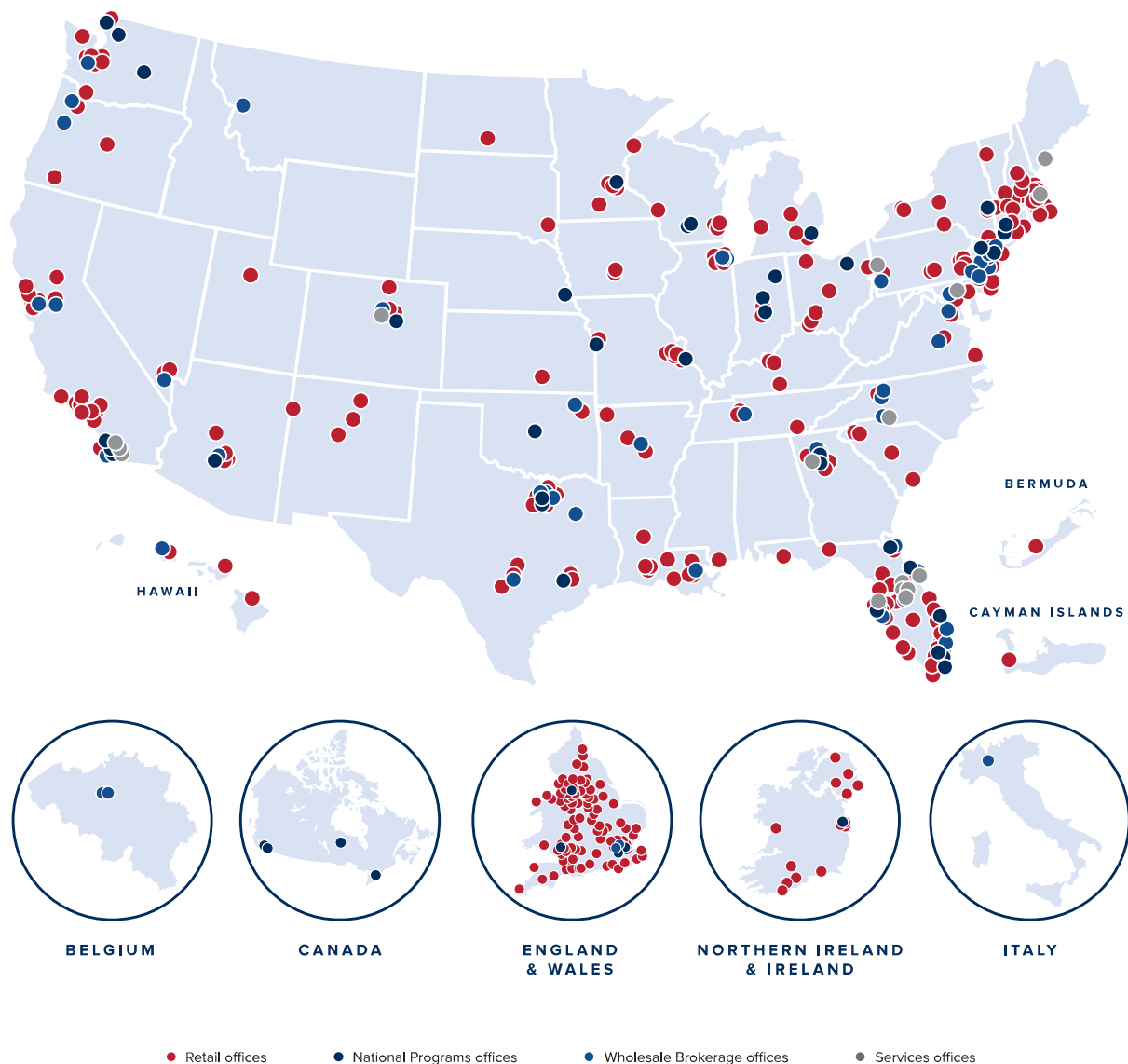
Our National Programs team specializes in the development and management of insurance program business, often designed for niche markets, franchisees and associations.

Wholesale Brokerage

Specialists in placing unique and complex accounts, our Wholesale Brokerage team provides access to an extensive network of insurance companies offering excess and surplus lines coverages.

Our Locations

Brown & Brown, Inc. (NYSE: BRO) is a leading insurance brokerage firm, delivering risk management solutions to individuals and businesses since 1939. With more than 16,000 teammates in 500+ locations worldwide, we are committed to providing innovative strategies to help protect what our customers value most.

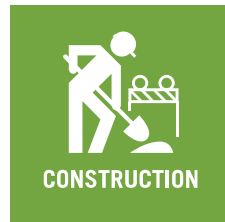


The Industries & Clients We Serve

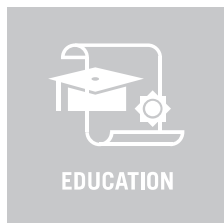
Aviation or agriculture. Hotels or healthcare. Seaports or shipyards. Complicated industries require intricate insurance coverage and specialized risk management strategies. The experts at Brown & Brown have a depth of specialized experience across all industries. These are just a few of the clients and sectors we serve.



Bloomberg
Briggs & Stratton
City of Plano
Commercial Metals



doTERRA
Finish Line
Harley Davidson
Hormel Foods



Mitel Networks
Pella
Schneider
Sport Clips



TGI Fridays
Thomson Reuters
U.S. Bank
Vista Outdoor





The Brown & Brown Difference.

Financial Strategy

Employees don't evaluate your benefits in a vacuum—they're also weighing your benefit suite against other potential employers.

A sound strategy can drive retention and recruitment. That's why Brown & Brown implements proprietary tools to help manage the financial ramifications of employee choice. By controlling costs and optimizing your benefits package, you can offer attractive healthcare and financial options for everyone.

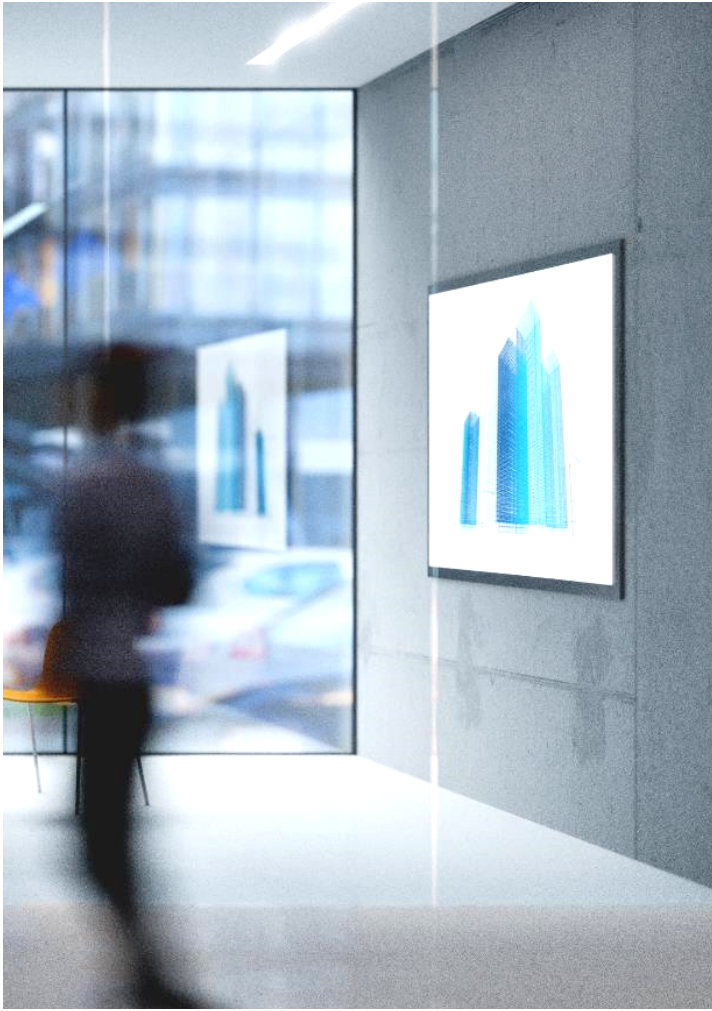
Interested in learning more? Brown & Brown offers a financial analysis that evaluates your plan designs, values, tier structures, contributions and member burden. Through detailed reporting, you'll better understand the potential savings for your organization.

Data Analytics & Warehousing

Through proprietary software, Brown & Brown delivers the highest quality data to guide recommendations and decision-making through analytics, reporting and modeling tools. You'll have unique access to data-driven reports that provide a holistic understanding of your benefits plan and the issues that are driving healthcare costs.

Analytics also help Brown & Brown improve your benefits and risk management strategies by extrapolating critical details in a sea of numbers. Through dynamic reporting models, you'll receive strategic recommendations and solutions that measurably affect your bottom line.





Compliance & Legislation

Healthcare policies change quickly and can leave your HR team scrambling to comply with unforeseen regulations at a moment's notice. Whether it's new ACA guidelines or COBRA filings, staying abreast of new requirements is time-consuming and complicated.

Partnering with Brown & Brown helps alleviate the pressure to stay on top of every new healthcare detail. You'll receive real-time information that guides you through critical business decisions. If a change in policy occurs, you'll receive information on how it may affect your business and an action plan for how best to navigate the transition.

Benefits Roadmap

Healthcare and benefits planning can feel like a winding road. The complex nature of compliance and regulations, of creating a plan that benefits your employees and controls your bottom line, may seem overwhelming.

Brown & Brown helps manage that workload by creating custom benefits packages tailored to your company while maintaining open lines of communication and keeping you up-to-date on industry trends and cost-saving solutions.

Communications

From video to mobile apps to plan comparison tools, the way your team presents company benefits to employees has evolved. Multiple communication channels allow people to digest their benefits in the way that resonates with them.

Brown & Brown provides diverse options that allow you to create a year-round communications plan. A proactive strategy helps employees better understand their benefits and enables effective utilization of your benefits plans.

Health Strategies & Wellness

It is not enough to purchase a wellness program from a vendor and blanket the organization with the various literature, e-mails, and program incentives. A wellness program is only effective when thorough analysis of utilization, trends, demographics and large case exposures have been completed. This is when a Brown & Brown Health Strategist Consultant make custom recommendations that will be truly beneficial to your population's health and culture.

When undertaking comprehensive health and wellness programming, we use our Health Plan Intelligence (HPI) analytic tool, to identify the greatest health concerns to your population, track conditions and evaluate the programs impact. We don't create generic strategies. We create a custom program designed to improve your employee's health and reduce costs to your health plan.

Unrivalled Expertise

At Brown & Brown, we've created a synergy with our teams that's unparalleled in the industry. Each department is a specialized think-tank filled with the best minds that transform risk situations into smart solutions.

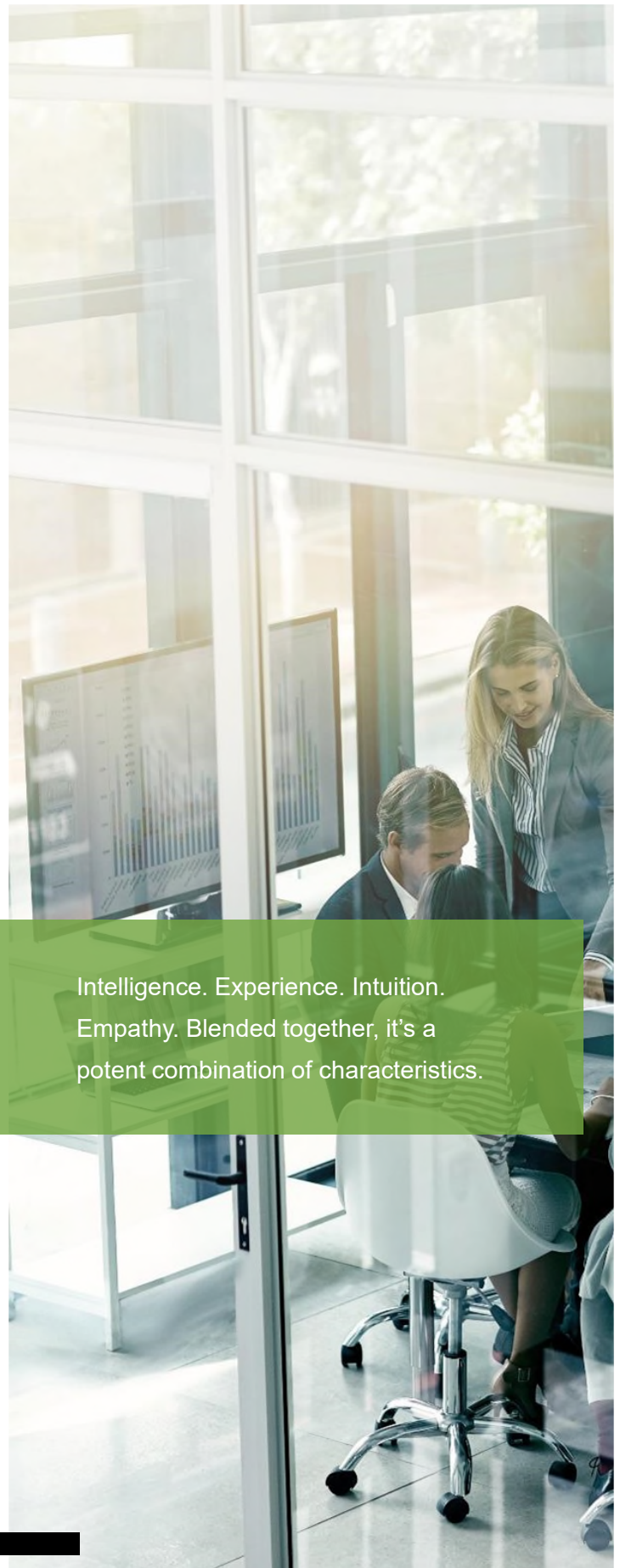
From employee benefits to property and casualty, our expertise in insurance and risk management—and our superior understanding of the factors affecting them—is impressive.

We draw from a pool of the sharpest minds in the legal, accounting, financial services, claims and other professional services industries to design a unique team devoted solely to your needs. This diverse cross-functional team brings an arsenal of expertise to the table.

Each person on your team has a unique perspective and extensive experience in your industry. These experts delve into the minute details and nuances of your business to completely understand it and create the perfect solution for your situation—because the biggest outcomes come from understanding the smallest nuances.

This same team of minds stays with you throughout the entire process. No handing off a proposal to a secondary team for implementation. Your specialized team is with you from start to finish—and beyond.

Intelligence. Experience. Intuition. Empathy. Blended together, it's a potent combination of characteristics. It's how we're built— it's all in our DNA. At Brown & Brown, every hire we make must live to these lofty standards. Simply put, we expect nothing but the best, giving you their best.



Intelligence. Experience. Intuition.
Empathy. Blended together, it's a
potent combination of characteristics.





In this world of unpredictability, you need a steadfast partner. A guiding voice through volatility. These are the defining beliefs upon which Brown & Brown was built.

Trusted Advocacy

We're passionate architects—well versed at the art of diplomacy—and skilled in negotiations. Two decades of success have made us leaders in the subtleties of the industry and delivering successful outcomes. The kind of partner you'll want in your corner when faced with adversity.

In this world of unpredictability, you need a steadfast partner. Someone you can depend on to provide accountability, integrity and total transparency. A guiding voice through volatility. These are the defining beliefs upon which Brown & Brown was built—and are held at the very cornerstone of everything we do. We exist to share your goals, see your opportunities, and help secure your future.

We believe that the greatest gains are born of collaboration. Our approach keeps clients at the center of our process. The more we work on your side of the table, the better we can solve even your most complex and unforeseen risks—and maximize your opportunities.

Our consistent and reliable client service distinguishes us in the marketplace. We hire top-level talent, industry mavens, risk management architects, and savvy negotiators—people who are passionate about your business and believe in building long lasting relationships with our clients.

We are creative, nimble and responsive, with the ability to connect the right strategies, products and providers to protect your interests.

Insightful Analytics

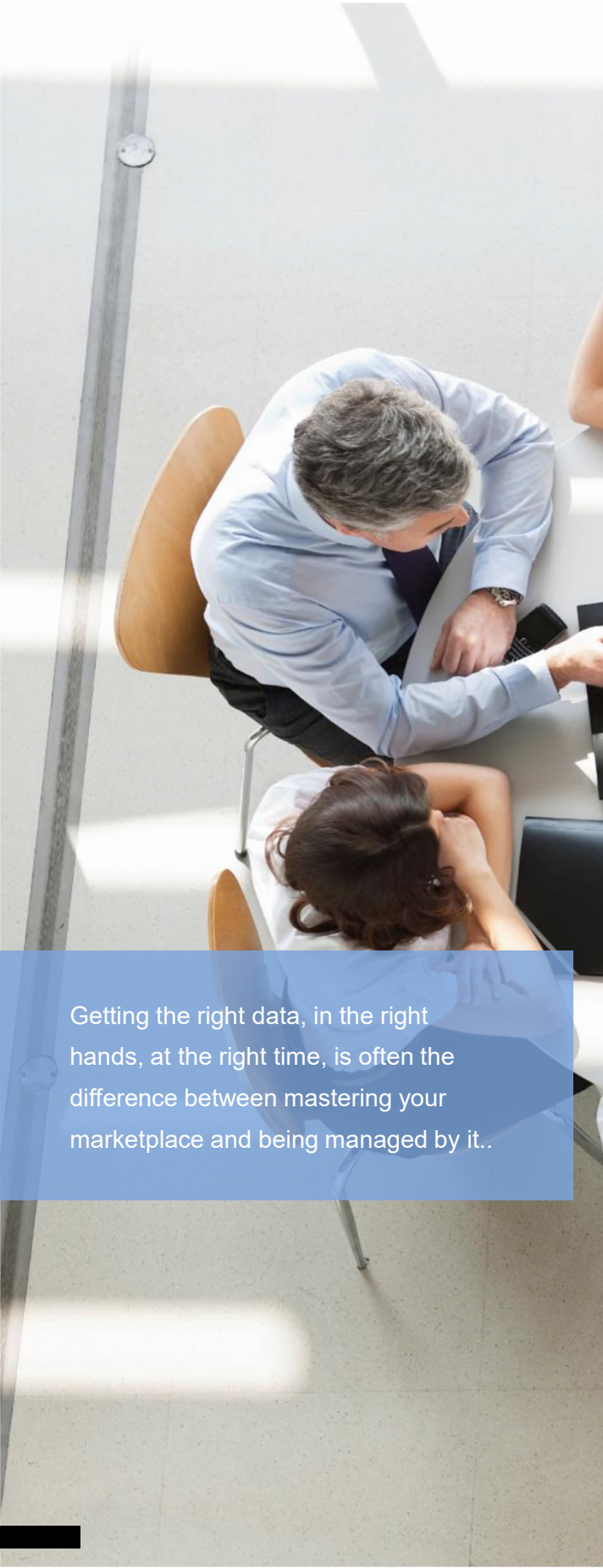
It's easy to get lost in the numbers. It's not the data—it's what you do with it that creates that distinct advantage. That's why we won't hand off a thick report of meaningless figures. Our relationship with you and our deep understanding of your business gives thoughtful context and compelling insight to analytics. And deliver your sigh of relief.

There's no doubt about it. Insurance is a numbers driven business that naturally places a priority on having the best analytics. The better the analytics, the more accurate the forecasting. The more accurate the forecasting, the better prepared you are. However, analytics without insight is simply numbers and data without meaning.

Getting the right data, in the right hands, at the right time, is often the difference between mastering your marketplace and being managed by it. We continually invest in every tool necessary to keep both your organization—and ours—prepared, polished and proactive.

Our potent mix of proprietary and non-proprietary data and tools allow us to turn numbers into decisions and definitive action plans that prepare you for any risk you may face. At Brown & Brown, our team of experienced and savvy professionals bring intellectual capital to the risk management process in a way that cannot be replicated or duplicated by our competitors.

We put this intellectual capital to work for our clients to prepare the best plans and negotiate the best deals, while saving our clients valuable time and money and simplifying their process.



Getting the right data, in the right hands, at the right time, is often the difference between mastering your marketplace and being managed by it..



By treating your business like our business, Brown & Brown becomes a dynamic extension of your organization. Our consultative approach allows us to devise a benefits program designed expressly for you.

Employee Benefits & Consulting Proposal

On behalf of the entire team at Brown & Brown, we want to thank you for the opportunity to provide a proposal to assist [REDACTED] in the management of your employee benefit program.

The Brown & Brown team we have assembled for [REDACTED] is one that will provide you with unparalleled service and in-depth financial assessments to enhance your strategic decision making and empower you to more effectively manage your employee benefit program. We are confident that we are the right team to develop creative solutions and deliver real results.

It is our ultimate desire to engage in a long-term relationship that will be mutually beneficial for many years to come and we hope to demonstrate our value through the consulting services we are proposing. The following is a comprehensive list of consulting and support services Brown & Brown agrees to perform on behalf of [REDACTED]

Strategic Planning & Objective Setting

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|---|--|
| a. Benefit plan consultation, interviews and design with all stakeholders | c. Multi-year strategic readiness assessment, healthcare plan of action and assist with long-term objectives |
| b. Quarterly stewardship meetings per calendar year & carrier/vendor meetings as required | d. Development and maintenance of annual service calendar |

Marketing, Negotiating, Consulting, & Implementation

Brown & Brown will aggressively market and implement the following insurance benefit programs:

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|---|--|
| a. Medical/Rx carriers, administrators, and networks | e. Telehealth, advocacy and pricing transparency tools |
| b. Specific and aggregate stop-loss | f. Wellness, on-site medical clinics and disease management programs |
| c. Ancillary lines to include dental, vision, life and disability | g. HRIS systems and benefits administration |
| d. FSA, COBRA and FMLA | |

Brown & Brown will also monitor vendor performance throughout the year and ensure carriers and vendors commit to performance guarantees.



Account Management Services

- a. Development of a Digital benefits coverage profile to include program details of all insurance policies
- b. Benefit program knowledge and daily support provided with a sense of urgency
- c. Daily access to a dedicated Account Management Team
- d. 24-hour response guarantee and sundown policy
- e. Claim issue intervention and advocacy Develop Request for Proposals (RFP)
- f. Develop Request for Proposals (RFP)
- g. Conduct periodic employee surveys as needed
- h. Monitor vendor performance and management of benefit programs
- i. Brown & Brown OneDrive online access to all insurance policies and plan documents

Human Resource Support Services

Full-scale, pro-active HR service through Mineral to provide additional HR support and expert advice on a variety of complex HR issues 100% "live answer" HR hotline to professional HR advisors 8 am-7 pm every day.

- a. Written follow-up on all HR issues and researched matters
- b. An online site with 1,000's of forms, documents, tools, checklists and templates for your HR department including assistance with employee handbooks
- c. A job description builder and salary benchmarking tools
- d. Access to 300+ on-demand management and employee training courses. Popular subject include: workplace safety, employment, harassment, environmental compliance, wellness and much more.
- e. ACA, HR and benefits compliance support in addition to what you will receive from your Brown & Brown team

HR Technology & Benefits Administration Consultation

Brown & Brown will lead all efforts in marketing, selecting, implementing and maintaining a Benefits Administration and Human Resources Information System (HRIS) to align Human Resource strategy with your business objectives. Brown & Brown will also analyze your current HRIS system to evaluate deficiencies and make recommendations for cost and process improvement. As part of this comprehensive analysis Brown & Brown will provide the following:

- a. Develop and facilitate the request for proposal to a broad-based group of vendors
- b. Analyze, evaluate, and compare the functional capabilities of each vendor and identify which best meets the requirements and prepare execute summary outlining key features and deficiencies
- c. Coordinate the vendor interview process and prepare scorecard evaluations
- d. Ensure all services provide the features and flexibility needed to support the many new and changing rules imposed under PPACA
- e. Assist through implementation of the selected vendors
- f. Support existing HRIS and Benefits Administration platform and assist in the implementation of add-on services

Compliance & Legislation Leadership

- a. Comprehensive compliance audit and review of benefits program through Brown & Brown' proprietary Compliance App with decision tree technology
- b. Provide personal HIPAA privacy program set-up and implementation

- c. Assistance and advice with FMLA, ADA,
- d. Completion of 5500 forms – signature ready
- e. Employment Attorneys on retainer to provide indemnified legal advice on benefit and HR issues as required
- f. COBRA/HIPAA, ERISA, Health Care Reform and other benefits related issues through the Brown & Brown Compliance & Legislation Department
- g. Webinars and local seminars compliance hosted throughout the year

Employee Communication & Education

- a. Brown & Brown Mobile Benefits Application:
 - Customized, comprehensive benefits application developed by Brown & Brown
 - Benefit plan information, ID cards, and all carrier/vendor information available on mobile smart phone, tablet, or online 24/7/365
 - Available push notifications to members by way of cell or email to communicate updates to benefits program
- b. Enrollment meetings in-person and/or via Webinar
- c. Development of customized open enrollment brochures and PowerPoints
- d. Custom employee communications as required
- e. Branded payroll stuffers/monthly newsletters/wellness communications
- f. Develop and administer employee benefit surveys
- g. Develop employee total reward and/or total compensation statements
- h. Development of custom health and wellness employee communications
- i. Customized employee communications videos

Health & Wellness Consultation

- a. Dedicated Brown & Brown Health Strategies/Wellness Consultant
- b. Year-round health strategies planning and support
- c. Benefits plan design modeling and assessment to include: wellness initiatives, behavioral health, predictive modeling, disease and large case management and clinical on-site programs
- d. Implementation and management of outcomes-based wellness program
- e. Evaluation of wellness vendor activities, strategies and outcomes pre and post program implementation
- f. Assistance in implementing medical care management strategies with a special focus on outreach initiatives to the member
- g. Support additional wellness activities and programs as needed

Customized Financial Reporting

- a. Reporting package includes loss ratio tracking, year to date comparison, projected costs vs. actual costs, and employee/employer contribution tracking. Reporting can be broken down by location and plan as requested.
- b. Forecasting including trends/budget analysis
- c. Risk Pool Management analysis and consultation
- d. Medical plan design consultation based on analysis and outcomes
- e. High case/specific stop-loss analysis



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|---|---|
| f. Annual demographic analysis of population including review of pre and post-enrollment migration activity | g. Annual COBRA premium analysis and IBNR |
| | h. Custom design financial reports as requested |

Strategic Financial Analysis - Health Plan Intelligence (HPI)

Brown & Brown' data and metric driven approach to supporting our clients is a clear differentiator from our competition and provides our clients with a distinct advantage in controlling rising medical and pharmacy claims. One of the major differentiators is the delivery of our data analytics service, Health Plan Intelligence, more commonly referred to as HPI.

HPI is a HIPAA compliant medical/pharmacy claims data warehousing tool and analytics engine proprietary to Brown & Brown. HPI identifies areas where you would benefit from making plan design changes, provides the financial modeling of those changes and assists in developing plan specific strategies which will have the greatest positive impact to your health plan. HPI uses historical incurred claims including all relevant data ICD-9/ICD-10 and CPT codes, submitted/paid charges, patient demographics, place of service, member cost share, and provides by region or location. There are three primary components of HPI and they are outlined as follows:

a. HPI Dashboard — is a management-level, key performance indicator and benchmarking report. The Dashboard provides an understandable and intuitive view of how a health and pharmacy plan is performing with specific focus on the cost of key employee and dependent populations, key service areas, as well as underlying conditions. This analysis provides insights to specific problem areas or locations which warrant additional investigation.

The Dashboard analysis combines your historical and current claims experience and membership data. The analysis includes the evaluation and performance benchmarking of healthcare utilization rates, unit costs, plan design efficiencies specific to ten key areas of utilization:

- Inpatient hospital
- Outpatient hospital
- Emergency room
- Inpatient surgery
- Outpatient surgery
- Physician office visits
- Mental health visit
- Wellness/routine visits
- A summary on claims related to chronic disease and lifestyle behaviors
- A summary on claims that could be prevented through early detection

b. HPI Analytics — provides powerful views of underlying, value-added healthcare data. Through this tool we will apply multi-dimensional filters or controls to reveal hidden problem areas and potential opportunities to cut costs. Detailed supporting documentation is provided for each utilization subcategory listed above including breakdowns by:

- Claimant relationship
- Claimant age and gender
- Major diagnostic category
- Top providers
- Network penetration
- Dollar amount of claim

c. HPI BeneCalc — BeneCalc is an online plan modeling application which quantifies the impact of medical and pharmacy plan design alternatives based upon actual claims from a previous plan period. BeneCalc plan modeling helps determine the financial impact of plan design changes under consideration as well as determine the number of members likely to be affected by the proposed changes. This will offer PDS the insight to evaluate the opportunity of pursuing plan changes that maximize savings while minimizing member disruption.

Additionally, BeneCalc has the ability to calculate exact plan values which is fundamental to appropriate budget rate and contribution development. Modeling can be performed on a number of all factors such as:

- Plan design and actuarial value
- Medical inflation
- Network performance
- Utilization behavior
- Contributions
- Stop-loss parameters

Prescription Drug Program Audit

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|--|--|
| a. Prescription benefit manager (PBM) audit and savings analysis | c. Pharmacy plan design consultation and contract negotiations |
| b. Custom Pharmacy reporting provided in monthly reports | d. Evaluate PBM pharmacy rebates annually |

Absence and Leave Consulting

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| a. An update and consultation on changes in federal, state, and local laws | c. ADA, PFML, PSL, FMLA, and other absence and leave guidance |
| b. RFP and other vendor management assistance as needed | d. Claims, gaps, and process audits |
| | e. Program integration and support |

Fee Proposal

We want to build a long-term relationship that will benefit both parties for several years. Therefore, [REDACTED] and Brown & Brown must agree that the compensation for consulting services is fair and equitable. We are very flexible regarding how we are compensated and are willing to receive our compensation from commissions, an agreed-upon fee, or a combination of both. We are confident we will earn our compensation many times over. We invite an open dialogue to discuss our compensation.

The services listed in this proposal are included in the following compensation options. Conversations with transparency will be held before Brown & Brown ever increases compensation. We welcome any discussion around this.

Through The End of 2025 - Standard in-force commissions

2026 Beyond; Flat Fee on Medical (Create a reduction in cost) Standard in-force Commissions on other lines

We are confident that our strategic approach to medical/pharmacy plan design, data analysis, plan management, marketing efforts, vendor negotiations, and executing the strategies will result in more significant overall savings than our compensation. We will earn this proposed fee several times over.

Brown & Brown will also be including the service performance guarantee as outlined in the RFP response.

Terminal Provision

[REDACTED] may dismiss Brown & Brown as their Employee Benefits Consultant at any time, without cause, and at their discretion if [REDACTED] is not satisfied with the Brown & Brown services. In the event of termination, we would kindly ask that 60 days notice is provided.

We solve problems
for our customers, plain and simple.



The background of the slide is a dark blue field filled with faint, light-blue data visualizations. These include several bar charts of varying heights, line graphs with markers, and a repeating pattern of small human icons in the lower half. Large, faint numbers are scattered across the top half of the image. The text is centered and reads:

**New
challenges.**

**New
opportunities.**

**New
risks.**

**New
strategies.**

**It's time to
rethink insurance.**



Brown & Brown