

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

ESTUARY TRANSIT DISTRICT AND  
TEAMSTERS 671 HEALTH SERVICE &  
INSURANCE PLAN, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

HARTFORD HEALTHCARE CORPORATION,  
HARTFORD HOSPITAL, HARTFORD  
HEALTHCARE MEDICAL GROUP, INC.,  
INTEGRATED CARE PARTNERS, LLC,

Defendants.

Case No.: 3:24-cv-01051 (SFR)

**PLAINTIFFS' MOTION TO COMPEL PRODUCTION OF UNREDACTED  
DOCUMENT HHC-BROWN-01851472**

Pursuant to Rules 26(b) and 37(a) of the Federal Rules of Civil Procedure and Local Civil Rules 7 and 37, Plaintiffs Estuary Transit District and Teamsters 671 Health Service & Insurance Plan (collectively, "Plaintiffs") respectfully move, pursuant to Federal Rule of Civil Procedure 37(a) and the Stipulation Regarding Electronically Stored Information Protocol, for an order compelling Defendants Hartford HealthCare Corporation, Hartford Hospital, Hartford HealthCare Medical Group, Inc., and Integrated Care Partners, LLC (collectively, "HHC" or "Defendants") to produce an unredacted version of Document HHC-BROWN-01851472-476 ("the Document"), which HHC has clawed back and partially redacted on the basis of attorney-client privilege. As set forth in the accompanying memorandum of law and supporting declaration, the Document is a business communication, and HHC's conclusory privilege designation fails to establish otherwise. In the alternative, Plaintiffs respectfully request that the

Court conduct an *in camera* review of the Document and order production of all non-privileged content.

**ORAL ARGUMENT REQUESTED**

February 13, 2026

Respectfully submitted,

/s/ Jonathan M. Shapiro

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**CERTIFICATE OF SERVICE**

I hereby certify that on this day, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail on anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Dated this 13th day of February 2026.

/s/ Jonathan M. Shapiro  
Jonathan M. Shapiro (ct24075)

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

ESTUARY TRANSIT DISTRICT AND  
TEAMSTERS 671 HEALTH SERVICE &  
INSURANCE PLAN, on behalf of themselves  
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HARTFORD HEALTHCARE CORPORATION,  
HARTFORD HOSPITAL, HARTFORD  
HEALTHCARE MEDICAL GROUP, INC.,  
INTEGRATED CARE PARTNERS, LLC,

Defendants.

Case No.: 3:24-cv-01051 (SFR)

**AFFIDAVIT OF SAMANTHA M. GUPTA PURSUANT TO  
LOCAL CIVIL RULE 37(a) AND FEDERAL RULE OF CIVIL PROCEDURE 37(a)(1)**

I, Samantha M. Gupta, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am an attorney admitted *pro hac vice* in this action and am counsel of record for Plaintiffs Estuary Transit District and Teamsters 671 Health Service & Insurance Plan (“Plaintiffs”) in the above-captioned action. I make this affidavit based upon my personal knowledge and in compliance with Local Civil Rule 37(a) and Federal Rule of Civil Procedure 37(a)(1).

2. I submit this affidavit in connection with Plaintiffs’ Motion to Compel Production of Unredacted Document HHC-BROWN-01851472-476, filed contemporaneously herewith.

3. Pursuant to Local Civil Rule 37(a), which requires that “no motion pursuant to Rules 26 through 37, Fed. R. Civ. P., shall be filed unless counsel making the motion has

conferred with opposing counsel, in person or by telephone, and discussed the discovery issues between them in detail in a good faith effort to eliminate or reduce the area of controversy, and to arrive at a mutually satisfactory resolution,” I certify the following:

4. On January 27, 2026, Defendants’ counsel sent Plaintiffs a clawback letter asserting that Document HHC-BROWN-01851472-476 had been “inadvertently disclosed” and requesting that Plaintiffs destroy all copies and accept a redacted replacement version.

5. On January 28, 2026, Plaintiffs’ counsel responded in writing, stating that Plaintiffs disagreed with the privilege designation and requesting a meet and confer within two business days, consistent with Section III.K.b.iv of the parties’ ESI Protocol.

6. On January 30, 2026, counsel for Plaintiffs and counsel for Defendants conferred via video conference regarding the disputed privilege designation. During that conference, the parties discussed the discovery dispute in detail as follows:

- a. Plaintiffs’ counsel stated our position that there is clear authority that not all communications to or from an attorney are privileged. Looking at the Document on its face, we explained that we did not see what legal advice was being either provided or sought. We noted that the email from the attorney involved, Mr. Kalosieh, appeared to us to be a business strategy communication. We further noted that Mr. Kalosieh is the only attorney included on the email thread, that he was never specifically addressed or asked any questions by any other participant, and that he responded unprompted. We asked that Defendants identify the specific legal advice purportedly conveyed in the redacted portions of the Document;
- b. Counsel for Defendants agreed that not all attorney-client communications are inherently privileged, but stated that if a number of individuals, including an

attorney, are being asked to look at a document, and the attorney responds with what is clearly legal advice, then the document is privileged. Defense counsel explained that, in the redacted communication, Mr. Kalosieh is taking into account the context of the legal framework of the negotiations with Anthem and is providing legal advice as to how to properly communicate with Anthem according to legal guidance. Counsel for HHC also stated that the document speaks for itself.

- c. I responded that Plaintiffs disagree: the redacted message reflects a business communication, not legal advice, and that we do not recognize any legal guidance or framework being referenced.

7. Following the January 30, 2026 conference, Plaintiffs' counsel confirmed in writing that Plaintiffs had destroyed or disabled all unredacted copies of the clawed-back Document, in accordance with Section III.K.b.iii of the ESI Protocol, and further requested that Defendants provide a written privilege description consistent with Federal Rule of Civil Procedure 26(b)(5)(A)(ii).

8. On January 31, 2026, Defendants' counsel provided the following privilege description: "Email – PDF relaying legal advice of in-house attorney Daniel Kalosieh regarding potential correspondence with Anthem and ICP members."

9. On February 5, 2026, Plaintiffs' counsel notified Defendants that the parties appeared to remain at an impasse and that Plaintiffs intended to move to compel production of the redacted portions. Defendants' counsel responded the same day, stating that Defendants "continue to assert [their] claim of privilege over the redacted portions of the document in question" and characterizing the content as "inherently and unquestionably privileged."

10. On February 9, 2026, Defense counsel sent another email stating: “While we retain our claim of privilege, we are running this document to ground, and would ask for one more day to advise whether or not we are at impasse. We will have a definite answer for you by tomorrow afternoon.” That same day, I also spoke by telephone call with counsel for Defendants regarding the status of the dispute. During that call, Defendants’ counsel reiterated that they needed additional time to discuss the matter internally and stated that they would follow up the following afternoon to confirm their position on whether the parties were at an impasse.

11. On February 10, 2026, consistent with their representation during the February 9 telephone call, Defense counsel confirmed via email that Defendants were maintaining their claim of attorney-client privilege, stating: “[A]fter due consideration, this is to confirm that we maintain our claim of attorney-client privilege over this document, and we are at an impasse.”

12. Despite the good-faith efforts described above, including a substantive video conference, a telephone call, and multiple written exchanges, the parties have been unable to resolve the dispute regarding whether the redacted portions of Document HHC-BROWN-01851472-476 are protected by the attorney-client privilege.

13. Accordingly, I certify that, in compliance with Local Civil Rule 37(a) and Federal Rule of Civil Procedure 37(a)(1), I have conferred with counsel for Defendants in a good-faith effort to resolve the issues raised by this motion without the intervention of the Court and have been unable to reach agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 13, 2026.

*/s/ Samantha M. Gupta*

Samantha M. Gupta

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UNITED STATES DISTRICT COURT  
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ESTUARY TRANSIT DISTRICT AND  
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INTEGRATED CARE PARTNERS, LLC,

Defendants.

Case No.: 3:24-cv-01051 (SFR)

**DECLARATION OF SAMANTHA M. GUPTA IN SUPPORT OF PLAINTIFFS'  
MOTION TO COMPEL PRODUCTION OF UNREDACTED DOCUMENT HHC-  
BROWN-01851472**

I, Samantha M. Gupta, declare as follows:

1. I am an associate at Freed Kanner London & Millen LLC, counsel of record for Plaintiffs Estuary Transit District and Teamsters 671 Health Service & Insurance Plan (collectively, "Plaintiffs"). I am admitted *pro hac vice* to practice before this Court and submit this declaration in support of Plaintiffs' Motion to Compel Production of Unredacted Document HHC-BROWN-01851472-476. I have personal knowledge of the statements below and, if called as a witness, could and would give competent testimony as to the following facts.

2. HHC initially produced the Document in its entirety as part of production volume HHC-BROWN-VOL-17. This production was made in connection with the related state court litigation, *John Brown, et al. v. Hartford HealthCare Corporation*, Conn. Super. Ct., Dkt. No. HHD-CV22-6152239-S (Conn. Sup. Ct.); the *Estuary* Plaintiffs gained access to the production in

fall 2024. Plaintiffs reviewed the Document in the ordinary course of their review, and none of the contents appeared to contain any privileged or work-product information that was inadvertently disclosed.

3. On January 27, 2026, Defendants' counsel sent Plaintiffs' counsel a letter via email asserting that Document HHC-BROWN-01851472-476 ("the Document") had been "inadvertently disclosed within Defendant's recent productions" and requesting that Plaintiffs destroy all copies and accept a replacement version containing redactions.

4. Upon receipt, Plaintiffs reviewed the Document and determined that its contents did not appear to contain any privileged or work-product information that had been inadvertently disclosed.

5. On January 28, 2026, Plaintiffs' counsel responded in writing, stating that Plaintiffs disagreed with the privilege designation and requesting a meet and confer within two business days, consistent with Section III.K.b.iv of the parties' ESI Protocol.

6. On January 30, 2026, counsel for Plaintiffs and counsel for Defendants conferred via video conference regarding the disputed privilege designation. During that conference, Plaintiffs' counsel explained that the Document appeared to be a business-purpose communication rather than a privileged legal communication. Following the conference, Plaintiffs' counsel confirmed in writing that Plaintiffs had destroyed or disabled all unredacted copies of the clawed-back Document, in accordance with Section III.K.b.iii of the ESI Protocol, and further requested that Defendants provide a written privilege description consistent with Federal Rule of Civil Procedure 26(b)(5)(A)(ii).

7. On January 31, 2026, Defendants' counsel provided the following privilege description: "Email – PDF relaying legal advice of in-house attorney Daniel Kalosieh regarding potential correspondence with Anthem and ICP members."

8. On February 5, 2026, Plaintiffs' counsel notified Defendants that the parties appeared to remain at an impasse and that Plaintiffs intended to move to compel production of the redacted portions. Defendants' counsel responded the same day, stating that Defendants "continue to assert [their] claim of privilege over the redacted portions of the document in question" and characterizing the content as "inherently and unquestionably privileged."

9. On February 9, 2026, Defense counsel sent another email stating: "While we retain our claim of privilege, we are running this document to ground, and would ask for one more day to advise whether or not we are at impasse. We will have a definite answer for you by tomorrow afternoon." That same day, Plaintiffs' counsel spoke via telephone call with counsel for Defendants regarding the status of the dispute. During that call, Defendants' counsel reiterated that they needed additional time to discuss the matter internally and stated that they would follow up the following afternoon to confirm their position on whether the parties were at an impasse.

10. On February 10, 2026, Defense counsel confirmed via email that Defendants were maintaining their claim of attorney-client privilege, stating: "[A]fter due consideration, this is to confirm that we maintain our claim of attorney-client privilege over this document, and we are at an impasse."

11. Attached hereto as Exhibit 1 is a true and correct copy of the January 27, 2026 letter from Leo D. Caseria of Sheppard, Mullin, Richter & Hampton LLP to Plaintiffs' counsel, requesting return and destruction of the Document.

12. Attached hereto as Exhibit 2 is a true and correct copy of the January 28, 2026 email from Silvie Saltzman to Defense counsel, challenging the clawback designation and requesting a meet and confer.

13. Attached hereto as Exhibit 3 is a true and correct copy of the email correspondence between Plaintiffs' counsel and Defense counsel from January 30, 2026 through February 10, 2026, including the January 31, 2026 email from Jason Hoggan providing HHC's privilege description, the February 5, 2026 emails regarding the impasse, and the February 10, 2026 email from Thomas Dillickrath confirming that the parties are at an impasse.

14. Attached hereto as Exhibit 4 is a true and correct copy of Document HHC-BROWN-01851472-476, as produced in redacted form by Defendants.

15. As referenced in the accompanying memorandum of law, Poppulo is an email distribution platform specifically designed to help businesses communicate at enterprise scale with their customers and their employees. *See* <https://www.poppulo.com/about>.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 13th day of February 2026, at Riverdale, Maryland.

/s/ Samantha M. Gupta

Samantha M. Gupta (*pro hac vice*)

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**CERTIFICATE OF SERVICE**

I hereby certify that on this day, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail on anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Dated this 13th day of February 2026.

/s/ Jonathan M. Shapiro  
Jonathan M. Shapiro (ct24075)

# EXHIBIT 1

Submitted Under Seal

# EXHIBIT 2

Submitted Under Seal

# EXHIBIT 3

Submitted Under Seal

# EXHIBIT 4

Submitted Under Seal

**UNITED STATES DISTRICT COURT  
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ESTUARY TRANSIT DISTRICT AND  
TEAMSTERS 671 HEALTH SERVICE &  
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HARTFORD HOSPITAL, HARTFORD  
HEALTHCARE MEDICAL GROUP, INC.,  
INTEGRATED CARE PARTNERS, LLC,

Defendants.

Case No.: 3:24-cv-01051 (SFR)

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'  
MOTION TO COMPEL PRODUCTION OF UNREDACTED  
DOCUMENT HHC-BROWN-0185472**

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## I. PRELIMINARY STATEMENT

Plaintiffs Estuary Transit District and Teamsters 671 Health Service & Insurance Plan (collectively, “Plaintiffs”) respectfully move, pursuant to Federal Rule of Civil Procedure 37(a) and the Stipulation Regarding Electronically Stored Information Protocol (the “ESI Protocol”), Dkt. 77-3, for an order compelling Defendants Hartford HealthCare Corporation, Hartford Hospital, Hartford HealthCare Medical Group, Inc., and Integrated Care Partners, LLC (collectively, “HHC” or “Defendants”) to produce an unredacted version of document HHC-BROWN-01851472 (the “Document”), which HHC clawed back and partially redacted on the basis of attorney-client privilege. As discussed below, the Document [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The unredacted remainder of the Document makes clear that predominant purpose of the now-redacted communication was business, not legal, in nature, and HHC’s conclusory privilege description fails to establish otherwise. Accordingly, the Court should compel HHC to produce the Document in unredacted form or, in the alternative, conduct an *in camera* review of the Document and order production of all non-privileged content therein.

## II. BACKGROUND

This case concerns allegations that HHC has engaged in an anticompetitive scheme that includes, *inter alia*, coercing independent physician practices to become ICP members and imposing *de facto* exclusive contracts that prevent those practices from joining competing networks or negotiating separately with health plans. Complaint, Dkt. 1 ¶ 4(c); *see also id.* ¶¶ 97-106. As discussed further below, the Document bears directly on those issues.

HHC initially produced the Document in its entirety as part of production volume HHC-BROWN-VOL-17.<sup>1</sup> Gupta Decl. Ex. 1 (Jan. 27, 2026 Letter from L. Caseria to Plaintiffs' Counsel). Plaintiffs reviewed the Document in the ordinary course of their review, and none of the contents appeared to contain any privileged or work-product information that was inadvertently disclosed. *Id.* ¶ 2. On January 27, 2026, Defendants' counsel sent Plaintiffs an email notifying Plaintiffs that the Document had been "inadvertently disclosed within Defendant's recent productions" and requesting that Plaintiffs destroy the document and accept a replacement version containing redactions. *Id.* Ex. 1. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Gupta Decl. Ex. 4 (HHC-BROWN-1851472). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.*

Plaintiffs promptly challenged the clawback designation, explaining that the Document appeared to be a mere business-purpose communication rather than a privileged legal communication. Gupta Decl. Ex. 2 (Jan. 28, 2026 Email from S. Saltzman to Defense Counsel). After a meet and confer on January 30, 2026, at which the parties were unable to resolve the

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<sup>1</sup> This production was made in connection with the related state court litigation, *John Brown, et al. v. Hartford HealthCare Corporation*, Dkt. No. HHD-CV22-6152239-S (Conn. Sup. Ct.); the Estuary Plaintiffs gained access to the production in fall 2024. See Declaration of Samantha M. Gupta in Support of Plaintiffs' Motion to Compel Production of Documents Responsive to Requests for Production ("Gupta Decl.") ¶ 2.

dispute, Plaintiffs' counsel requested that HHC provide a written privilege description "in a manner that . . . will enable [Plaintiffs] to assess the claim," consistent with Federal Rule of Civil Procedure 26(b)(5)(A)(ii). Gupta Decl. Ex. 3 (Jan. 30, 2026 Email from N. Regenold to Defense Counsel). On January 31, 2026, HHC provided the following privilege description: "Email – PDF relaying legal advice of in-house attorney Daniel Kalosieh regarding potential correspondence with Anthem and ICP members." *Id.* (Jan. 31, 2026 Email from J. Hoggan to Plaintiffs' Counsel).

Despite good-faith efforts, the parties have been unable to resolve the dispute. After further correspondence, on February 10, 2026, Defense counsel confirmed via email that Defendants were maintaining their claim of attorney-client privilege and the parties were at impasse. *Id.* (Feb. 10, 2026 Email from T. Dillickrath to Plaintiffs' Counsel). Plaintiffs file this motion promptly following confirmation of the impasse, consistent with Section III.K.b.iv of the ESI Protocol and Federal Rule of Civil Procedure 37(a).

### **III. LEGAL STANDARD**

In order for the attorney-client privilege to apply, the party invoking the privilege "must show: (1) a communication between client and counsel that (2) was intended to be and was in fact kept confidential, and (3) was made for the purpose of obtaining or providing legal advice." *In re County of Erie*, 473 F.3d 413, 419 (2d Cir. 2007). The privilege "is triggered only by a client's request for legal, as contrasted with business advice." *In re Jury Subpoena Duces Tecum Dated Sept. 15, 1983*, 731 F.2d 1032, 1037 (2d Cir. 1984) (emphasis added).

The Second Circuit construes "the privilege narrowly because it renders relevant information undiscoverable" and applies it "only where necessary to achieve its purpose." *In re County of Erie*, 473 F.3d at 418 (quoting *Fisher v. United States*, 425 U.S. 391, 403 (1976)); *see also A & R Body Specialty & Collision Works, Inc. v. Progressive Cas. Ins. Co.*, 2013 WL 6044342, at \*1 (D. Conn. Nov. 14, 2013) (same). Furthermore, "[t]he burden is on a party claiming

the protection of a privilege to establish those facts that are the essential elements of the privileged relationship,” and they “must do so by competent and specific evidence, rather than by conclusory or *ipse dixit* assertions.” *Hayden v. Int'l Bus. Machines Corp.*, 2023 WL 4622914, at \*3 (S.D.N.Y. July 14, 2023) (internal quotation marks and citations omitted); *see also Bolorin v. Borrino*, 248 F.R.D. 93, 95 (D. Conn. 2008) (party asserting privilege bears burden of providing a privilege log that contains sufficient detail to allow for meaningful review); *Jansson v. Stamford Health, Inc.*, 312 F. Supp. 3d 289, 299 (D. Conn. 2018) (same). “Any ambiguities as to whether the essential elements have been met are construed against the party asserting the privilege.” *Koumoulis v. Indep. Fin. Mktg. Grp., Inc.*, 295 F.R.D. 28, 38 (E.D.N.Y. 2013).

Application of the attorney-client privilege must be carefully scrutinized in situations involving in-house counsel, who often wear multiple hats, blurring the lines between business and legal advice. *See Valente v. Lincoln Nat. Corp.*, 2010 WL 3522495, at \*2-3 (D. Conn. Sept. 2, 2010); *see also Bank Brussels Lambert v. Credit Lyonnais (Suisse)*, 220 F. Supp. 2d 283, 286 (S.D.N.Y. 2002) (“In cases involving corporations and in-house counsel, courts have maintained a stricter standard for determining whether to protect confidential information through the attorney-client privilege.”); *TIG Ins. Co. v. Swiss Reinsurance Am. Corp.*, 2023 WL 6058649, at \*3 (S.D.N.Y. Sept. 18, 2023) (noting that application of the privilege poses “special problems” in cases involving in-house counsel since corporations “continuously consult” their attorneys in their roles both as “legal advisor and business consultant,” thus requiring courts to “proceed cautiously” to avoid the risk of “creating an intolerably large zone of sanctuary” (internal quotation marks and citations omitted)).

Thus, “[i]n the specific context of communications to and from corporate in-house lawyers, courts therefore typically hold that a communication is privileged only if it was generated for the *predominant purpose* of rendering or soliciting legal advice.” *Valente*, 2010 WL 3522495, at \*2.

#### IV. ARGUMENT

##### A. The Document Is a Business Communication, Not a Privileged Legal Communication.

The unredacted portions of the Document make clear that the redacted communication’s predominant purpose was [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]<sup>2</sup> Nothing in the unredacted portions of this email chain suggests that any participant was seeking or providing confidential legal advice.

The mere fact that Daniel Kalosieh, whom HHC identifies as the in-house counsel who engendered the supposedly privileged communication, was included on the email chain does not by itself convert these communications into privileged ones. It is well established that “[a] corporation cannot be permitted to insulate its files from discovery simply by sending a ‘cc’ to in-house counsel.” *U.S. Postal Serv. v. Phelps Dodge Ref. Corp.*, 852 F. Supp. 156, 163-64 (E.D.N.Y. 1994); *see also In re Signet Jewelers Ltd. Sec. Litig.*, 332 F.R.D. 131, 136 (S.D.N.Y. 2019) (“While it is true that Signet in-house counsel were copied on the emails . . . that does not make them

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<sup>2</sup> See *About*, Poppulo, <https://www.poppulo.com/about> (last visited Feb. 13, 2026); Gupta Decl. ¶ 15 .

privileged.”). Since in-house attorneys often wear “two hats,” their communications “must be scrutinized carefully to determine whether the predominant purpose of the communication was to convey business advice and information or, alternatively, to obtain or provide legal advice.” *Pearlstein v. BlackBerry Ltd.*, at \*4 (S.D.N.Y. Mar. 19, 2019). “When an attorney is consulted in a capacity other than as a lawyer, as (for example) a policy advisor . . . [or] business consultant . . . that consultation is not privileged.” *In re Cnty. of Erie*, 473 F.3d at 421.

Here, the unredacted portions of the Document establish that Mr. Kalosieh was participating in the conversation in a business capacity, not as a lawyer rendering legal advice. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See Koumoulis*, 295 F.R.D. at 45 (attorney’s involvement in drafting business correspondence and “provid[ing] a draft of a letter” on routine business topics “does not transform what would otherwise be human resources and business communications into legal communications”).

The subject matter of the email chain further confirms its business nature. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] These are “business issues” of the kind “that can be given by a non-lawyer,” not advice requiring consultation of “legal authorities.” *Pearlstein*, 2019 WL 13525091, at \*3

(quoting *Cnty. of Erie*, 473 F.3d at 418). And, to be sure, reporting on the status of business negotiations or coordinating the messaging around a business decision does not become privileged merely because an attorney participates. *See Note Funding Corp. v. Bobian Inv. Co.*, 1995 WL 662402, at \*4 (S.D.N.Y. Nov. 9, 1995) (“[C]ounsel was simply reporting the positions taken by the negotiating parties on various business issues. Such reporting of developments in negotiations, if divorced from legal advice, is not protected by the privilege.”).

Even if the redacted portions of the Document contain Mr. Kalosieh’s edits or comments [REDACTED] such contributions are not privileged where, as here, they are business-oriented rather than legal in nature. “[I]f the attorney is called upon to render solely business advice based on an expertise that is distinct from his legal calling, his communications with his client are plainly not protected.” *TVT Recs. v. Island Def Jam Music Grp.*, 214 F.R.D. 143, 147 (S.D.N.Y. 2003) (quoting *Bobian*, 1995 WL 662402, at \*3); *see also Bernstein v. Mafcote, Inc.*, 43 F. Supp. 3d 109, 115 (D. Conn. 2014) (“Attorneys frequently give to their clients business or other advice which, at least insofar as it can be separated from their essentially professional legal services, gives rise to no privilege whatever.”); *Buxbaum v. St. Vincent’s Health Servs., Inc.*, 2013 WL 74733, at \*5 (D. Conn. Jan. 7, 2013) (“A document also is not privileged merely because it was sent or received between an attorney and the client. The document must contain confidential communication relating to legal advice.”).

Courts have consistently ordered production of attorney edits to business documents where the attorney’s contribution concerns strategy or presentation rather than legal analysis. *See, e.g.*, *Sec. Inv. Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC*, 319 F.R.D. 100, 105 (S.D.N.Y. 2017) (“[I]t is clear that any advice from counsel that may have been sought or given with respect to these documents related to business strategy, rather than legal issues. These documents therefore

also must be produced.”); *Urb. Box Off. Network, Inc. v. Interface Managers, L.P.*, 2006 WL 1004472, at \*4, 6–7 (S.D.N.Y. Apr. 18, 2006) (attorney’s edits to business document not privileged where counsel was “making the same sort of suggestions that [the party’s] financial advisor was making”). Because the redacted portions of the Document, based on the context of the remainder of the Document, appear to be simple business communications with an attorney, they are not attorney-client privileged.

**B. HHC’s Privilege Designation Is Conclusory and Fails to Meet Its Burden.**

HHC’s privilege description—that the Document is an “Email – PDF relaying legal advice of in-house attorney Daniel Kalosieh regarding potential correspondence with Anthem and ICP members,” Gupta Decl. Ex. 3—is the sort of conclusory assertion that courts have repeatedly found insufficient to sustain a claim of privilege. *See, e.g., Foresco Co. v. Oh*, 2016 WL 11359167, at \*2 (S.D.N.Y. May 23, 2016) (“A party may not satisfy its burden with ‘mere conclusory or *ipse dixit* assertions.’” (quoting *In re Grand Jury Subpoena Dated January 4, 1984*, 750 F.2d 223, 225 (2d Cir. 1984))); *Koumoulis*, 295 F.R.D. at 38 (“Defendants’ blanket assertion of attorney-client privilege does not suffice to demonstrate that these emails constitute communications made for the purpose of seeking or transmitting legal advice.” (internal quotation omitted)); *Wanzer v. Town of Plainville*, 2016 WL 1258456, at \*3 (D. Conn. Mar. 30, 2016).

Nor has HHC provided any evidence—such as an affidavit or declaration from Mr. Kalosieh or any other witness—to make up for that conclusory privilege assertion and establish that the redacted portions actually contain legal advice as opposed to business advice. *See Koehler v. Bank of Bermuda, Ltd.*, 2003 WL 289640, at \*13 (S.D.N.Y. Feb. 11, 2003) (rejecting privilege claim where party “offered no evidence of any kind” to support it). Merely labeling Mr. Kalosieh as “in-house attorney” and characterizing the communication as “relaying legal advice” does not satisfy HHC’s burden, particularly since the face of the document suggests otherwise. *See Hoehl*

*Fam. Found. v. Roberts*, 2023 WL 5301972, at \*2 (D. Vt. Aug. 8, 2023) (“Including the in-house attorney on the distribution list for an email makes good business sense, but it does not expand the privilege, which remains focused on documents that relate to facts and advice exchanged in the service of legal issues.”).

“Where there are several possible interpretations of a document based upon the surrounding circumstances, the party asserting the privilege must produce evidence sufficient to satisfy a court that legal, not business, advice is being sought.” *Urb. Box Off. Network*, 2006 WL 1004472, at \*6. Here, HHC has produced no such evidence, and the Court should compel the Document’s complete production.

**C. *The Court Should Conduct an In Camera Review of the Document.***

In the alternative, if the Court is not inclined to compel production based solely on the foregoing, Plaintiffs respectfully request that the Court conduct an *in camera* review of the unredacted Document. District courts possess broad discretion to conduct *in camera* review of documents subject to a privilege dispute, particularly where the record raises legitimate questions about the validity of a privilege claim. *See NovaFund Advisors, LLC v. Capitala Grp., LLC*, 2021 WL 2109112, at \*4 (D. Conn. May 25, 2021) (concluding plaintiff had provided the court with “sufficient reasons to order an *in camera* review of a sample” of general counsel’s communications). The face of the Document confirms that its predominant purpose was to [REDACTED] The redacted portions, which HHC conclusorily labels “legal advice,” [REDACTED] Given the strong indicators that the redacted content is business advice rather than legal advice, *in camera* review is warranted to allow the Court to assess whether HHC’s privilege claim is supported by the actual content of the redacted communications.

*In camera* review also is appropriate given the Document's direct relevance to Plaintiffs' claims. Plaintiffs have alleged that HHC's anticompetitive scheme included “[c]oercing physician practices to become ICP Providers and then imposing *de facto* exclusive contracts which prevent them both from joining networks that could compete against Defendants and from negotiating separately with health plans.” Complaint, Dkt. 1 ¶ 4(c). Plaintiffs further allege that ICP “negotiat[es] reimbursement prices with health plans on behalf of all ICP members” and that member physicians “are required to contract through ICP for all contracts” with managed care plans. *Id.* ¶¶ 97-100. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Plaintiffs allege Defendants foreclose competition and inflate prices for outpatient healthcare services. *See* Complaint, Dkt. 1 ¶¶ 103-106 (alleging that HHC, through ICP and HHMG, “prevent[s] payers [from] assembling lower-cost provider networks”).

The redacted portions of this highly probative Document should not be shielded from production based on a conclusory privilege designation that is contradicted by the face of the Document itself. Plaintiffs are confident that *in camera* review will confirm that the redacted material is business in nature and does not constitute privileged legal advice.

## V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court compel HHC to produce an unredacted version of Document HHC-BROWN-01851472 or, in the alternative,

conduct an *in camera* review of the redacted portions of the Document and order production of all non-privileged content therein.

Dated: February 13, 2026

Respectfully submitted,

/s/ Jonathan M. Shapiro

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**CERTIFICATE OF SERVICE**

I hereby certify that on this day, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail on anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Dated this 13<sup>th</sup> day of February, 2026.

*/s/ Jonathan M. Shapiro*  
\_\_\_\_\_  
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