

**UNITED STATES DISTRICT COURT
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., and
INTEGRATED CARE PARTNERS, LLC,

Defendants.

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

February 27, 2026

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

I. PRELIMINARY STATEMENT

In their February 13, 2026 Motion to Compel (Dkt. 133), Plaintiffs challenge Defendants' Hartford HealthCare Corporation, Hartford Hospital, Hartford HealthCare Medical Group, Inc., and Integrated Care Partners, LLC's (collectively, "HHC") assertion of attorney-client privilege over two redacted emails within HHC-BROWN-01851472 (the "Privileged Document"), seeking production of the entire document in unredacted form or, in the alternative, *in camera* review. However, the two redacted emails in question were sent for the purpose of obtaining, or contain, confidential legal advice from HHC's in-house counsel and are thus protected from disclosure by the attorney-client privilege. Further, the privileged nature of these communications is clear from

the privilege description provided to Plaintiffs by HHC, the unredacted portions of the document, and the Declaration of Patricia J. Hasselman in Support of this Opposition (“Hasselman Decl.”). Thus, while HHC is confident that *in camera* review would support its claim of privilege, burdening the Court with such a review is unnecessary. As a result, Plaintiffs’ motion to compel and request for *in camera* review should both be denied.

II. BACKGROUND

This dispute arises from an inadvertent production by HHC and relates solely to two partially redacted privileged communications within the Privileged Document, an April 2020 email chain relating to a draft communication with certain Integrated Care Partners (“ICP”) providers regarding Anthem’s BlueCare Prime product. *See* Declaration of Samantha M. Gupta in Support of Plaintiffs’ Motion to Compel Production of Documents Responsive to Requests for Production (“Gupta Decl.”) Ex. 4. The redacted portions of the Privileged Document are communications between Daniel Kalosieh, an in-house attorney at HHC at that time, and Patricia Hasselman, Senior Vice President of Managed Care Contracting and Payer Relations at Hartford HealthCare, and included Attorney Kalosieh for the sole purpose of obtaining legal advice. Hasselman Decl. ¶¶ 1, 3-4.

Once HHC discovered that it had inadvertently produced an unredacted version of the Privileged Document, it promptly contacted Plaintiffs on January 27, 2026, and requested that Plaintiffs destroy all copies of the document, as required under the Stipulation Regarding Electronically Stored Information Protocol (the “ESI Protocol”), Dkt. 77-3, also providing a redacted version of the document. Gupta Decl. Ex. 1. Only the body of the two privileged emails is redacted; the from, to, CC, and subject lines of each email remain visible in the redacted version. Gupta Decl. Ex. 4. Plaintiffs disagreed with HHC’s privilege assertion. *Id.* The parties subsequently met and conferred on several occasions and, on January 31, 2026, counsel for HHC

provided a detailed privilege description for the redacted emails within the document: “Email – PDF relaying legal advice of in-house attorney Daniel Kalosieh regarding potential correspondence with Anthem and ICP members.” *Id.* Despite meeting and conferring in an attempt to resolve their dispute without judicial intervention, the Parties reached an impasse on February 10, 2026, and, three days later, Plaintiffs filed this motion. *Id.*

III. LEGAL STANDARD

The attorney-client privilege protects confidential communications between client and counsel made for the purpose of obtaining or providing legal assistance. To invoke the privilege, the party asserting it must demonstrate: (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). In this framework, “legal advice involves the interpretation and application of legal principles to guide future conduct or to assess past conduct” and “requires a lawyer to rely on legal education and experience to inform judgment.” *Id.* at 419.

Where a communication involves both legal and non-legal considerations, the governing inquiry in this circuit is whether the communication’s “predominant purpose” was to render or solicit legal advice. *Id.* at 419. Critically, “[t]he purpose of a communication . . . need not be exclusively legal in order for the privilege to attach.” *Barbini v. First Niagara Bank, N.A.*, No. 16-CV-0999, 2018 WL 11430863, at *3 (W.D.N.Y. July 16, 2018) (internal quotation marks omitted); *In re General Motors LLC Ignition Switch Litig.*, 80 F. Supp. 3d 521, 530 (S.D.N.Y. 2015) (“The primary purpose test . . . does not require a showing that obtaining or providing legal advice was the *sole* purpose of an internal investigation or that the communications at issue would not have been made but for the fact that legal advice was sought.” (internal quotation marks omitted)). Similarly, the Second Circuit has held that “the privilege of nondisclosure is not

lost merely because relevant nonlegal considerations are expressly stated in a communication which also includes legal advice.” *In re County of Erie*, 473 F.3d at 420.

Where only a portion of a document reflects legal advice, the appropriate remedy ordered by courts in the Second Circuit is to redact that portion—not require wholesale production. *See Citizens Union of City of N.Y. v. Attorney Gen. of N.Y.*, 269 F. Supp. 3d 124, 171 (S.D.N.Y. 2017) (holding that where legal advice is merely incidental to a predominantly non-legal communication, “the legal portions of the document may be redacted”); *TVT Records v. Island Def Jam Music Grp.*, 214 F.R.D. 143, 147 (S.D.N.Y. 2003) (where communications involved two in-house attorneys who held dual titles of Senior Vice President and Vice President of Business and Legal Affairs and served as both high-ranking management executives and lawyers, the court compelled production of portions reflecting only business strategy and negotiations relevant to their non-legal roles but permitted redacting portions that “arguably contain matters of legal advice”).

IV. ARGUMENT

A. The Redacted Emails within HHC-BROWN-01851472 Contain Legal Advice and are Protected by the Attorney-Client Privilege

Here, redacting the two privileged emails within the Privileged Document was proper because each element of the attorney-client privilege is satisfied and the two emails were sent to and by the attorney for the sole purpose of soliciting and delivering legal advice, not business guidance. As to the first element, the redacted emails are attorney-client communications: Ms. Hasselman deliberately included HHC in-house counsel, Attorney Kalosieh, as a recipient on the chain to obtain advice regarding the potential legal implications of the proposed ICP-member communication and to ensure it did not run afoul of any laws, regulations, or applicable HHC or ICP contracts. (Hasselman Decl. ¶ 3, Gupta Ex. 4). Attorney Kalosieh then replied with his legal

guidance as to the content of that proposed communication, and Ms. Hasselman responded fifteen minutes later in connection with Attorney Kalosieh’s opinion.¹ (Hasselman Decl. ¶ 4, Gupta Ex. 4). As to the second element, Ms. Hasselman understood at the time that both communications were legal in nature and protected from disclosure by the attorney-client privilege, and the non-attorney recipients were HHC personnel involved in communications, managed care contracting, or provider relations who needed to be aware of any legal advice provided by the in-house attorney. As to the third element, Attorney Kalosieh’s review of the proposed communication for legal compliance—confirming, as only a lawyer should, that it did not run afoul of applicable law, regulations, or contracts—is precisely the “interpretation and application of legal principles to guide future conduct” that constitutes legal advice. *In re County. of Erie*, 473 F.3d 413, 419 (2d Cir. 2007); *see also Fletcher v. ABM Bldg. Value*, 2017 WL 1536059, at *3 (S.D.N.Y. Apr. 18, 2017) (analyzing legal risk associated with a decision and communicating that assessment to the decision-maker is “precisely the type of legal advice that is protected by the attorney-client privilege”).

Plaintiffs’ characterization of the overall chain as a “business communication” does not defeat the privilege because the predominant purpose inquiry focuses on the redacted emails themselves, not on the surrounding business-related passages. “[T]he privilege of nondisclosure is not lost merely because relevant nonlegal considerations are expressly stated in a communication which also includes legal advice,” and the predominant purpose of a communication “cannot be ascertained by quantification or classification of one passage or another” but must instead “be assessed dynamically and in light of the advice being sought or

¹ Attorney Kalosieh is no longer employed by HHC. *See* Hasselman Decl. ¶ 6. He has not been involved in this litigation.

rendered.” *In re County. of Erie*, 473 F.3d at 420. As long as obtaining or providing legal advice was one of the significant purposes of the communication, the privilege applies “even if there were also other purposes,” and the predominant purpose test “cannot and does not draw a rigid distinction between a legal purpose on the one hand and a business purpose on the other.” *In re Gen. Motors LLC Ignition Switch Litig.*, 80 F. Supp. 3d 521, 530 (S.D.N.Y. 2015). Viewing the chain as a whole to characterize Attorney Kalosieh’s specific emails as merely business commentary is exactly the type of mechanical analysis that *County of Erie* rejects. Again, the purpose of the communication “need not be exclusively legal in order for the privilege to attach.” *Barbini v. First Niagara Bank, N.A.*, No. 16-CV-0999, 2018 WL 11430863, at *3 (W.D.N.Y. July 16, 2018).

Here, while the email chain may have served dual purposes in that it was asking non-legal HHC personnel to provide business advice, the sole purpose of the redacted communications to and from Attorney Kalosieh was to request and provide *legal* advice, and therefore those portions of the communication emanating from and directed to him are inherently protected by the privilege. The context in which Attorney Kalosieh was consulted confirms that his involvement was strictly legal. Ms. Hasselman included Attorney Kalosieh on the email to obtain legal advice regarding the potential legal implications of that proposed communication and to ensure it did not run afoul of any laws, regulations, or applicable HHC or ICP contracts. The subsequent notation in the unredacted chain—that a line had been added “per Dan’s feedback”—reflects the participants’ recognition that Attorney Kalosieh’s input was substantively distinct from the surrounding business editing: a specific identifiable legal conclusion incorporated into the draft at counsel’s direction. The proper inquiry is whether counsel was acting “as de facto GC” in rendering his review—and the Hasselman Declaration

establishes that he was, having been solicited specifically in his legal capacity. *Shih v. Petal Card, Inc.*, 565 F. Supp. 3d 557, 580 (S.D.N.Y. 2021). In fact, this was not a situation where the court needs to decide whether in-house counsel was acting in his business role or legal role, because Attorney Kalosieh only had the latter.

The inclusion of non-attorney HHC employees in the email chain does not vitiate the privilege. “[T]he distribution within a corporation of legal advice received from its counsel does not, by itself, vitiate the privilege,” because a corporation “could not realistically have acted on that advice without communicating it to its own employees.” *Scott v. Chipotle Mexican Grill, Inc.*, 94 F. Supp. 3d 585, 598-599 (S.D.N.Y. 2015). Courts apply a “need to know” standard for internal corporate dissemination, and that standard is satisfied here: the non-attorney recipients were all involved in communications, managed care contracting, or provider relations and needed to be aware of any legal advice provided by Attorney Kalosieh. Hasselman Decl. ¶ 5. Nor does Plaintiffs’ invocation of the principle that simply “copying a lawyer on a communication does not render it privileged” alter this analysis: the privilege here runs not from the mere fact of Attorney Kalosieh’s inclusion on the chain but from the content of the two specific emails he authored and received—emails that constitute the attorney-client exchange itself, not a passively cc’d business update. *See In re OpenAI, Inc. Copyright Infringement Litig.*, 802 F. Supp. 3d 688, 695 (N.D. Cal. 2025) (“Attorney-client privilege ‘protects from disclosure communications among corporate employees that reflect advice rendered by counsel to the corporation.’” (citation omitted)).

Finally, even though other portions of the chain consist predominantly of non-legal content, that does not warrant full production of the chain—it warrants production of those non-legal portions, which HHC has already provided. As stated above, where legal advice is the

predominant purpose of a communication, “other ‘considerations and caveats’ are not severable and the entire communication is privileged,” and where legal advice is merely incidental to a predominantly non-legal communication, “the legal portions of the document may be redacted.” *Citizens Union of City of N.Y. v. Attorney Gen. of N.Y.*, 269 F. Supp. 3d 124, 171 (S.D.N.Y. 2017). HHC has applied precisely that framework: it has produced the chain in its entirety save for the two emails in which legal advice was given and commented upon after implicit solicitation. Under either formulation of *Citizens Union*’s rule, Plaintiffs are not entitled to the two emails, and the existing redactions are, therefore, appropriate.

B. HHC’s Privilege Description and the Hasselman Declaration are Sufficient to Evaluate HHC’s Privilege Claim Under Federal and Local Rule 26 and There is No Need to Burden the Court with *In Camera* Review

Both Rule 26 of the Federal Rules of Civil Procedure and Rule 26 of the District of Connecticut Local Rules of Civil Procedure govern privilege log requirements. *Wanzer v. Town of Plainville*, 2016 WL 1258456, at *2 (D. Conn. Mar. 30, 2016). Local Rule 26 specifically provides:

“[T]he party asserting the privilege or protection shall serve on all parties a privilege log containing the following information: (1) The type of document or electronically stored information; (2) The general subject matter of the document or electronically stored information; (3) The date of the document or electronically stored information; (4) The author of the document or electronically stored information; and (5) Each recipient of the document or electronically stored information.”

Because HHC has simply redacted the content of two privileged emails within the Privileged Document, elements (1), (3), (4) and (5) are clearly met. To the extent element (2) cannot be derived from the unredacted portions of the document, HHC has provided the following privilege description for the two emails within the document over which it is asserting a claim of privilege: “Email – PDF relaying legal advice of in-house attorney Daniel Kalosieh regarding potential correspondence with Anthem and ICP members.” Gupta Ex. 3. And, as

described more fully above, HHC has also now provided a declaration by Ms. Hasselman providing even more information in support of its privilege claim (although given the sufficiency of the privilege log entry, it is not obligated to do so, nor is there any merit to Plaintiffs' claim that it should have done so previously). As a result, the information collectively available to Plaintiffs is more than sufficient to meet the requirements of Local Rule 26 as well HHC's obligation under Federal Rule 26 to "describe the nature of the document . . . and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim."

Nonetheless, Plaintiffs claim, without explanation or reference to Federal or Local Rule 26, that HHC's privilege description is "conclusory" and "insufficient to sustain a claim of privilege." Plaintiffs' Memorandum in Support at 8 (Dkt. 133-1). However, Plaintiffs' argument is itself conclusory in that the cases they cite are inapplicable where, as here, the party asserting privilege has met the requirements of Federal and Local Rule 26 and provided a declaration in further support of its privilege claims. *See Wanzer v. Town of Plainville*, 2016 WL 1258456 (D. Conn. Mar. 30, 2016) (party asserting privilege's log did not "provide *any information* regarding the contents of the email beyond the name of the appeal that the email and its attachment reportedly relate to."); *Foresco Co. v. Oh*, 2016 WL 11359167 (S.D.N.Y. May 23, 2016) (party asserting privilege failed to provide *any evidence* to support its claim of privilege or even a "communication-by-communication" explanation of its privilege claims, relying on only unspecific legal arguments); *Koumoulis v. Indep. Fin. Mktg. Grp., Inc.*, 295 F.R.D. 28, 42 (E.D.N.Y. 2013) (applicable privilege log did not provide *any description* of the nature of the documents that would enable the other party to assess a claim of privilege: simply the log number, date, author/from, to, cc, and a sanitized "subject" field) (emphasis added).

Plaintiffs further argue that, should the Court not grant its motion to compel outright, it should conduct an *in camera* review of the Privileged Document. However, while HHC believes that *in camera* review would only validate its privilege claims over the redacted emails within the Document, HHC has provided sufficient information in its privilege description and supporting Hasselman Declaration to warrant denial of Plaintiffs' Motion without further burdening the court with *in camera* review. *See In re Delphi Corp.*, 276 F.R.D. 81, 87 (S.D.N.Y. 2011) (declining to conduct *in camera* review of documents where privilege log descriptions provided enough information to show basis for claim of privilege); *In re Copper Mkt. Antitrust Litig.*, 200 F.R.D. 213, 224 (S.D.N.Y. 2001) (“[T]he Court finds that the information provided by [the party asserting privilege] in the Privilege Log and its factual submissions in response to this motion is sufficient to warrant denial of Plaintiffs’ motion to compel. In light of the foregoing, no *in camera* review of the documents listed in the Privilege Log is necessary.”); *see also King v. Univ. Healthcare Sys., L.C.*, 645 F.3d 713, 721 (5th Cir. 2011) (where review of privilege log entries confirmed that they described privileged communications, district court did not clearly err “by deciding to credit these descriptions as accurate” and refuse to conduct *in camera* review based on party’s “speculation that the e-mails [we]re not covered by privilege because they were made for a purpose other than obtaining legal advice”); *Newport Pac. Inc. v. County of San Diego*, 200 F.R.D. 628, 633 (S.D. Cal. 2001) (“*in camera* review is generally disfavored and “a court should not conduct such a review solely because a party begs it to do so.”).

V. CONCLUSION

For the foregoing reasons, HHC respectfully requests the Court to deny Plaintiffs’ Motion.

Dated: February 27, 2026

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**DECLARATION OF PATRICIA J. HASSELMAN IN SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL PRODUCTION
OF DOCUMENT HHC-BROWN-01851472**

I, PATRICIA J. HASSELMAN, hereby declare as follows:

1. I am the Senior Vice President of Managed Care Contracting and Payer Relations at Hartford HealthCare ("HHC"). I have been employed at HHC since June 2014. In my role at HHC, I am accountable for all aspects of fee for service and fee for value contracting including strategy, analytics, negotiation, papering and contract implementation for Hartford HealthCare's hospitals, behavioral health facilities, skilled nursing facilities, ambulatory surgery centers, air transport, ground transport, home care, hospice, radiology and retail and specialty pharmacy as well as Integrated Care Partners' ("ICP") clinically integrated network of employed and community physicians and

medical professionals. I am also responsible for payer relations and medical cost management related to value-based programs and alternative payment models. I have held positions related to managed care contracting as well as payer relations throughout my time at HHC, and as of the date of the email chain in question, I was responsible for provider relations as well.

2. Given the nature of my role, I frequently seek and receive legal advice from HHC's in-house counsel on a wide range of issues. When I include an HHC attorney on an email or other communication, the purpose is typically to solicit legal advice from the attorney, even when I do not directly pose a request for legal advice to the attorney, or, alternatively, to give the attorney an opportunity to provide legal advice if any is warranted.

3. I have reviewed and am familiar with the email chain contained within document HHC-BROWN-01851472. The communication dated April 15, 2020 at the beginning of the email chain is from an Anthem employee to myself and copies, amongst others, several HHC employees. It does not include Dan Kalosieh or any other HHC attorney. In the next email, dated April 20, 2020, I forwarded the email from Anthem to others at HHC and deliberately copied Attorney Kalosieh—who I understand reported at the time to HHC's Deputy General Counsel (who in turn reported to HHC's Chief Legal Officer), and who had no business role or title—for the sole purpose of obtaining legal advice regarding the potential legal implications of a proposed communication to ICP members and to ensure that it did not run afoul of any laws, regulations, or applicable HHC or ICP contracts. I was not seeking business advice from Attorney Kalosieh.

4. Attorney Kalosieh replied to the email chain at 6:03 PM on April 21, providing his legal opinion as to content of the proposed communication. I then responded 15 minutes later, addressing specific feedback within his legal opinion. It was my understanding at the time that these communications were legal in nature and protected from disclosure by the attorney-client privilege.

5. The other HHC employees included on this email chain were all involved in communications, managed care contracting or provider relations, and, as a result, needed to be aware of any legal advice provided by Attorney Kalosieh.

6. I understand that, as of approximately July 2020, Attorney Kalosieh is no longer employed by HHC.

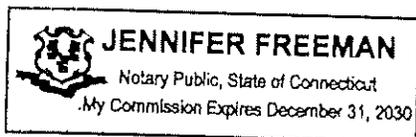
7. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 24th day of February 2026, in Hartford, Connecticut.

By: *Patricia J. Hasselman*
Patricia J. Hasselman
Hartford HealthCare Corporation

Subscribed and sworn to before me this 25th day of February, 2026.

Jennifer Freeman
JENNIFER FREEMAN
Notary Public

My commission expires: 12/31/2030



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: February 27, 2026

/s/ Karen T. Staib

Karen T. Staib (ct13862)