UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

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| MICHELLE MAZZOLA, in her individual capacity and in her capacity as mother of BABY DOE, GUY MAZZOLA, in his individual capacity and in his capacity as father of BABY DOE, AMEC, LLC, and LISA KULLER, on behalf of themselves and all others similarly situated<br><br>Plaintiffs,<br><br>v.<br><br>ANTHEM HEALTH PLANS, INC., CARELON BEHAVIORAL HEALTH, INC., and ELEVANCE HEALTH, INC.<br><br>Defendant. | Case No. 25 Civ. 1433 (OAW) (RAR)<br><br>Oral Argument Not Requested |

**PLAINTIFFS' MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' MOTION TO STAY DISCOVERY**

Date: February 13, 2026

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Plaintiffs Michelle Mazzola, Guy Mazzola, Baby Doe, Amec, LLC, and Lisa Kuller respectfully submit this memorandum of law in opposition to Defendants' motion to stay discovery ("Mot.").

## PRELIMINARY STATEMENT

This case concerns Defendants' practice of providing grossly inaccurate information about their mental health provider network to the individuals enrolled in the health insurance plans offered by Anthem in this state. In violation of their contractual, statutory, and common-law duty to maintain an accurate directory of available, in-network providers, Defendants have published a directory in which more than 70% of the doctors and therapists listed are not actually in-network, do not exist, are not accepting new patients, or cannot be reached using the listed contact information. By greatly exaggerating the adequacy of their provider network, Defendants attract enrollees under false pretenses. This deception has caused serious harm to enrollees like Plaintiffs, who have been unable to find mental health providers, have had to forgo medically necessary care, and have incurred thousands of dollars in unexpected out-of-network costs. Plaintiffs therefore pursue contractual, statutory, and common-law claims on behalf of a putative class.

In the face of these claims, Defendants request a stay of discovery pending resolution of their motion to dismiss. But Defendants omit that this Court has twice told them that no stay of discovery is appropriate. *First*, on September 3, 2025, this Court issued its standing order declaring that "[t]he filing of a motion to dismiss shall not result in a stay of discovery or extend the time for completing discovery." Dkt. 3. *Second*, in the parties' Rule 26(f) report, Defendants declined to propose dates for completion of discovery and instead proposed—no fewer than five times—that all discovery "be stayed pending resolution of Defendants' anticipated motion to dismiss the First Amended Complaint." Dkt. 22 at 7, 9, 11, 12. Judge Williams rejected Defendants' request in his January 21, 2026 minute order, which set a discovery schedule after

"consider[ing] the parties' joint and competing proposed deadlines" and adopted Plaintiffs' proposed discovery deadlines.

That ruling is law of the case and should not be overturned. In any event, Defendants' arguments for a stay all lack merit. Defendants suggest that a stay should be granted because of the supposed burden of discovery, the absence of prejudice to Plaintiffs from a stay, and because they believe they have a strong motion to dismiss. Mot. at 4–11. But the burdens they fear are no more than the ordinary burdens of litigation, and Defendants—three large corporations and their experienced counsel—are well equipped to handle them. In any event, Plaintiffs stand ready to consider all reasonable suggestions to alleviate the burden on Defendants while ensuring Plaintiffs obtain the discovery they need. If the parties cannot reach agreement on particular discovery requests, the appropriate remedy is a motion for protective order or a motion to compel on those specific requests—not a blanket stay of discovery. And Plaintiffs will suffer prejudice from their inability to promptly pursue their claims.

Finally, Defendants' arguments regarding the purported strength of their motion to dismiss all fall short. Mot. at 4–5, 10–11. As explained below, Plaintiffs have strong responses to each of Defendants' arguments. But more importantly for present purposes, the discovery that Plaintiffs seek is common to each of their ten claims. So unless Defendants run the table on their motion to dismiss, a stay of discovery will merely postpone the inevitable; it will have no effect on the discovery that must take place.

In light of this Court's "regular practice" of declining to stay discovery pending a motion to dismiss, *see Kollar v. Allstate Ins. Co.*, 2017 WL 10992213, at *1 (D. Conn. Nov. 6, 2017), the Court should reject Defendants' latest effort to upend the normal course of litigation.

## BACKGROUND

Plaintiffs are (1) Lisa Kuller, who suffers from a serious mental health condition known as dissociative disorder, (2) the Mazzola family (Michelle, Guy, and their two-year-old autistic child, Baby Doe), and (3) Amec LLC, a small business owned by the Mazzolas. Ms. Kuller and the Mazzolas (through their small business) purchased Anthem health insurance plans, which provide behavioral health benefits through Carelon, Anthem's sister company. First Amended Complaint ("FAC") ¶¶ 19–26, Dkt. 16-1. Plaintiffs chose to enroll in an Anthem plan based on representations Anthem and Carelon made in plan documents and marketing materials regarding the breadth and quality of their behavioral health provider network. *Id*. ¶¶ 73–74, 95, 195–200, 319, 405.

Federal and Connecticut law require Anthem to maintain a sufficiently broad network of psychiatrists, psychologists, therapists, and other providers who are available to furnish behavioral health services to its members. *Id*. ¶¶ 54–57. These "network adequacy" laws are designed to ensure that health insurance companies offer convenient access to a sufficient number and array of in-network providers to meet the diverse needs of the insured population. *Id*. Federal and Connecticut law further require Anthem to publish an accurate, and regularly updated, directory of the providers who are in its network and available to see new patients. *Id*. ¶¶ 46–53.

Anthem's behavioral health provider network is woefully inadequate. Indeed, there are very few providers in Connecticut who take Anthem's insurance and are available to see new patients. *Id*. ¶ 9. However, Anthem and Carelon—at the direction of their parent company, Elevance—lie about their deficient network in order to attract customers and create the appearance of network adequacy. *Id*. ¶¶ 4–5, 9–10, 27–28, 219–27, 311–18, 371, 396, 401–08. In plan documents disseminated to and relied on by Plaintiffs, Anthem represented that it complies with federal and state laws, including those regarding network adequacy and directory accuracy. *Id*.

¶¶ 251, 258, 261, 356, 364, 424. Anthem further promised Plaintiffs that by enrolling in its health insurance they would have access to the "large," "broad" network of behavioral health providers listed in its online directory. *Id.* ¶¶ 236–41, 273–77, 282; *see also id.* ¶¶ 250, 256 (quoting Anthem's representation that "you can find out if a Provider or Facility is in the network for this Plan" and "also find out where they are located and details about their license or training" by using "your Plan's directory of In-Network Providers at www.anthem.com, which lists the Doctors, Providers, and Facilities that participate in this Plan's network"), ¶¶ 283–92 (detailing Carelon's statements about the supposedly broad network and accurate directory).

Anthem's online directory shows a robust network of behavioral health providers located near Plaintiffs who are available to treat their specific conditions. *Id.* ¶¶ 150, 156, 160, 217–18. But that is a ruse. According to secret shopper surveys, approximately 70% of the listed providers do not exist, do not take Anthem's insurance, are unavailable to see new patients, and/or do not provide the services listed. *Id.* ¶¶ 4, 152, 158, 163, 217–18, 275–81. In short, contrary to Defendants' marketing communications, contractual representations, and statutory obligations, their behavioral health provider network is virtually non-existent.

Defendants' deception worked. Plaintiffs enrolled in Anthem's health insurance, instead of better and less expensive options, because of Defendants' false promise of a robust, easily accessible provider network. *Id.* ¶¶ 73–74, 95, 195–200, 319, 405. This is not surprising: studies confirm that consumers choose their health insurance plan based largely on the breadth of the provider network. *Id.* ¶ 301.

Plaintiffs eventually discovered Defendants' scam when they sought treatment for their behavioral health issues. Using Anthem's directory, they contacted nearby providers listed as being in-network, available to see new patients, and qualified to treat their particular medical

problems. *Id*. ¶¶ 75–80, 82–87, 202–09. However, the providers either did not exist, did not take Anthem's insurance, did not possess the qualifications listed in the directory, or were unavailable to see new patients. *Id*. After weeks of trying unsuccessfully to obtain in-network care (during which time they did not receive the time-sensitive treatments they needed), Plaintiffs decided they could no longer delay the medical care they needed, could not rely on Defendants' inaccurate directories, found qualified providers who could treat them, and were thus forced to spend tens of thousands of dollars on out-of-network care. *Id*. ¶¶ 6, 77, 80, 83, 86, 90–93, 206, 209–10. Compounding problems, Anthem also refused to cover, or reimburse for, medically necessary treatments for Baby Doe, in violation of the terms of the Mazzolas' health insurance plan. *Id*. ¶¶ 99–112, 125–30, 165–89, 431–34.

## PROCEDURAL HISTORY

Plaintiffs filed their Complaint on September 3, 2025, asserting claims under federal and state law based on Defendants' breach of contractual obligations, blatant misrepresentations regarding their provider network, breach of their fiduciary duties, and failure to provide adequate mental health benefits. *See* Dkt. 1. That same day, this Court entered its standing order on pretrial deadlines, which stated in pertinent part that "[t]he filing of a motion to dismiss shall not result in a stay of discovery or extend the time for completing discovery." Dkt. 3.

Defendants moved to dismiss on November 10, 2025, after which Plaintiffs obtained leave to file an Amended Complaint. Dkt. 16 & Min. Order dated Dec. 12, 2025. The parties held a Rule 26(f) conference on December 9, 2025 and submitted a Rule 26(f) report on December 23, 2025. *See* Dkt. 22. In that Rule 26(f) report, Plaintiffs described their claims and the discovery they sought, while Defendants previewed their defenses and their intention to file a motion to dismiss. *Id.* at 3–7, 9–10. Plaintiffs proposed deadlines for the completion of discovery, including interim deadlines for the completion of particular categories of discovery. *Id.* at 10–12. By

contrast, Defendants declined to propose any deadlines for discovery and, instead, repeatedly stated their view that "[d]iscovery should be stayed pending resolution of Anthem's motion to dismiss the First Amended Complaint," arguing that (1) there were "substantial arguments for dismissal," (2) the "discovery sought is broad," and (3) "prejudice [to Plaintiffs] consists only of delay or can be managed through revision of the case management plan." *Id.* at 9. Meanwhile, Plaintiffs issued discovery requests on December 31, 2025 and January 12, 2026 seeking discovery principally on Defendants' insurance plans, Defendants' provider network, and the responsibilities of the respective Defendants in overseeing the provider network—the very subjects Plaintiffs said they would pursue in the Rule 26(f) report.[1]

On January 21, 2026, Judge Williams issued a scheduling order adopting Plaintiffs' proposed discovery deadlines, including that "[a]ll discovery shall be completed on or before June 7, 2027" and incorporating by reference "all interim discovery deadlines" proposed by Plaintiffs. Judge Williams also adopted Plaintiffs' proposed deadlines for motions for class certification, summary judgment, and the filing of trial memoranda—all of which Defendants had argued should be stayed pending determination of their motion to dismiss. *See* Dkt. 22 at 13.

Defendants moved to dismiss the First Amended Complaint on January 23, 2026 and simultaneously moved to stay discovery. Dkts. 24, 25. Plaintiffs' deadline to oppose the motion to dismiss is March 2, 2026. *See* Min. Order dated Dec. 12, 2025.

## ARGUMENT

Judge Williams's rejection of Defendants' request to stay discovery is law of the case and should not be disturbed. In any event, Defendants fail to meet the high standard for staying

[1] As a courtesy, Plaintiffs have agreed to extend Defendants' deadline to respond to these discovery requests until dates in March 2026.

discovery pending a motion to dismiss, as to which they bear the burden. The motion to stay should therefore be denied.

## I. Defendants' Motion Should Be Denied Under the Law of the Case

As an initial matter, this Court should deny Defendants' motion in light of Judge Williams's order setting a discovery schedule, which rejected Defendants' repeated requests in the Rule 26(f) report to delay setting discovery deadlines until the motion to dismiss was decided. *See* Dkt. 22 at 7, 9, 11, 12; Min. Order dated Jan. 21, 2026. Defendants made the very argument they assert here: that "a stay of discovery is appropriate where there are 'substantial arguments for dismissal,' the discovery sought is broad—including class-certification discovery—and prejudice consists only of delay or can be managed through revision of the case management plan." Dkt. 22 at 9 (quoting *DePaul v. Kimberly-Clark Corp.*, 2025 WL 2256307, at *2–3 (D. Conn. Aug. 7, 2025)). But Judge Williams rejected the argument by adopting Plaintiffs' proposed discovery schedule, which Defendants do not mention in their motion to stay.

Judge Williams's rejection of Defendants' request for a stay is law of the case. *See McAuley v. Honey Pot Co., LLC*, 2023 WL 7280719, at *1 (S.D.N.Y. Nov. 3, 2023) (denying motion to stay discovery as barred by law of the case where district judge had previously denied "an adjournment of the proposed Case Management Plan and Scheduling Order until after the Court considers [defendant's] Motion to Dismiss"). "Under the law of the case doctrine, courts are understandably reluctant to reopen a ruling once made, especially when one judge or court is asked to consider the ruling of a different judge or court." *Lillbask v. State of Conn. Dep't of Educ.*, 397 F.3d 77, 94 (2d Cir. 2005) (internal quotation marks omitted). "The law of the case doctrine commands that when a court has ruled on an issue, that decision should generally be adhered to by that court in subsequent stages in the same case unless cogent and compelling

reasons militate otherwise." *Johnson v. Holder*, 564 F.3d 95, 99 (2d Cir. 2009) (internal quotation marks omitted).

Defendants do not identify any cogent or compelling reasons to depart from Judge Williams's rejection of their request for a stay. To the contrary, their motion does not even mention that Judge Williams rejected the argument and set discovery deadlines over Defendants' objection. The law of the case is reason enough to deny Defendants' motion. *See McAuley*, 2023 WL 7280719, at *1.

## II. A Stay of Discovery Is Not Warranted

In any event, Defendants have not met their burden to show that a stay of discovery is appropriate here. "Generally, it is not the practice of this Court to stay discovery upon the filing of a motion to dismiss." *Metzner v. Quinnipiac Univ.*, 2020 WL 7232551, at *1 (D. Conn. Nov. 12, 2020); *see Country Club of Fairfield, Inc. v. New Hampshire Ins. Co.*, 2014 WL 3895923, at *8 (D. Conn. Aug. 8, 2014) (stay of discovery not appropriate "absent extraordinary circumstances"). "The Defendants bear the burden to show that a stay of discovery is appropriate." *Conservation L. Found., Inc. v. Shell Oil Co.*, 2023 WL 4706815, at *5 (D. Conn. July 24, 2023). When considering a motion to stay discovery, "courts typically consider three factors": (1) "whether the defendant has made a strong showing that the plaintiff's claim is unmeritorious"; (2) "the breadth of discovery and the burden of responding to it"; and (3) "the risk of unfair prejudice to the party opposing the stay." *Id.* at *3 (internal quotation marks omitted). None of these factors favors Defendants.

### A. Plaintiffs State Meritorious Claims

In their motion to stay, Defendants offer almost no argument that they have made a "strong showing" that Plaintiffs' claims are unmeritorious. *See also Levinson v. PSCC Servs., Inc.*, 2009 WL 10690157, at *2 (D. Conn. Sept. 16, 2009) (stay of discovery not appropriate unless claims

are "frivolous or glaringly deficient"). Instead, they state in cursory fashion that "Defendants believe their motion to dismiss offers substantial grounds for dismissal with a strong foundation in the law." Mot. at 11. Notably, in addressing this factor, courts consider "whether the motion is likely to dispose of the *entire* case" because, if not, "discovery will proceed in the case whether or not the motion is granted." *Conservation L. Found., Inc.*, 2023 WL 4706815, at *4 (internal quotation marks omitted and emphasis added); *see Johnson v. Gonzalez*, 2023 WL 2770684, at *4 (D. Conn. Apr. 4, 2023) (declining to stay discovery where "Defendants would need to prevail on nearly all of their arguments to result in the Amended Complaint being dismissed in its entirety"); *Boost Oxygen, LLC v. Rocket Oxygen*, 2017 WL 10768482, at *3 (D. Conn. Mar. 21, 2017) (denying motion to stay discovery because "it [was] unlikely that Defendant will succeed in dismissing with prejudice all federal and state claims"). That is especially true here because Plaintiffs' claims will all require discovery on the same subject: whether Defendants lied to Plaintiffs regarding their behavioral health provider network.

Although a full response to Defendants' motion to dismiss is not possible here, there can be little doubt that Plaintiffs have stated meritorious claims and that the First Amended Complaint will not be dismissed in full.[2] In their motion to dismiss, Defendants seek to pick off Plaintiffs' claims one-by-one and have no argument that, if successful, would result in dismissal of all claims. Instead, they argue that state-law claims asserted by the Mazzolas are preempted by ERISA, that the Mazzolas' ERISA claims fail, and that Ms. Kuller's state-law claims (which they do not claim are preempted by ERISA) fail for unrelated reasons. *See* Dkt. 24-1. Each of these arguments is likely to fail, and Defendants have no realistic prospect of succeeding on all of them.

[2] If the Court concludes that its ruling on the motion to stay discovery will depend in significant part on its assessment of the merits, the Court may wish to defer consideration of this motion to stay until Plaintiffs have filed their opposition to the motion to dismiss on March 2.

That is perhaps most obvious with respect to Plaintiffs' statutory and common-law claims for misrepresentation, fraud, and unjust enrichment. Plaintiffs assert claims for fraudulent misrepresentation, negligent misrepresentation, unjust enrichment, and violation of the Connecticut Unfair Trade Practices Act ("CUTPA") based on Defendants' false statements regarding the breadth and accuracy of their provider network. FAC ¶¶ 375–427. Courts have held that such claims are not preempted by ERISA when, as here, they do not "derive from any rights or obligations established by an ERISA plan" but rather arise from misconduct unrelated to the terms of the plan itself, such as statements made in marketing material. *Guardian Flight LLC v. Aetna Life Ins. Co.*, 789 F. Supp. 3d 214, 238 (D. Conn. 2025) (CUTPA claim not preempted); *see also Geller v. Cnty. Line Auto Sales, Inc.*, 86 F.3d 18, 23 (2d Cir. 1996) ("garden variety fraud" not preempted by ERISA); *DaPonte v. Manfredi Motors, Inc.*, 157 F. App'x 328, 330–31 (2d Cir. 2005) (same for negligent and fraudulent misrepresentation claims); *Cigna Health & Life Ins. Co. v. BioHealth Lab'ys, Inc.*, 2025 WL 1450727, at *13–14 (D. Conn. May 20, 2025) (unjust enrichment claim not preempted by ERISA where it "did not turn on the interpretation of any ERISA policy"); *see generally Hattem v. Schwarzenegger*, 449 F.3d 423, 429 (2d Cir. 2006) ("the [Supreme] Court has instructed that [ERISA] preemption is not called for if the state law has only a tenuous, remote, or peripheral connection with covered plans, *as is the case with many laws of general applicability*" (internal quotation marks omitted; emphasis in original)). Regardless, it is undisputed that ERISA does not preempt Ms. Kuller's claims, as ERISA does not apply to her health insurance plan.

On the merits, Plaintiffs have stated a claim by alleging that Defendants' false statements induced Plaintiffs to enroll in their health insurance and caused them to confer a benefit on Defendants. *See, e.g.*, *Palumbo v. Nationwide Life Ins. Co.*, 2017 WL 80405, at *1, *2–3 (D.

Conn. Jan. 9, 2017) (denying dismissal of CUTPA, fraud, and unjust enrichment claims premised on "false representations" regarding insurance plans); *Sheltry v. Unum Life Ins. Co. of Am.*, 247 F. Supp. 2d 169, 181 (D. Conn. 2003) (finding that plaintiffs stated a claim for negligent misrepresentation based on "false advertising of insurance policies"). And as to unjust enrichment, Defendants' only argument for dismissal of the claim against Anthem is that Connecticut state courts do not allow such a claim when there is a contract—but the Second Circuit has expressly permitted unjust enrichment claims to be pleaded in the alternative. *See Rynasko v. N.Y. Univ.*, 63 F.4th 186, 202 (2d Cir. 2023). That meritless argument, foreclosed by binding precedent, is reason enough to allow discovery to proceed.

By the same token, Plaintiffs' contract and ERISA claims are likely to withstand a motion to dismiss. Ms. Kuller adequately alleges that Defendants violated their contractual obligation to provide an accurate provider directory and to comply with federal and state laws mandating an adequate behavioral network, while the Mazzolas adequately allege that Defendants failed to provide services promised in their ERISA plan. FAC ¶¶ 256–58, 356–57, 372, 430–34. Contrary to Defendants' arguments, those contractual promises are specific and enforceable, and any ambiguity on that score must be "resolved in favor of the insured." *Roberts v. Liberty Mut. Fire Ins. Co.*, 264 F. Supp. 3d 394, 403 (D. Conn. 2017); *see Feifer v. Prudential Ins. Co. of Am.*, 306 F.3d 1202, 1210 (2d Cir. 2002) ("A claim under § 1132(a)(1)(B) [of ERISA], in essence, is the assertion of a contractual right." (internal quotation marks omitted)). Defendants principally argue that Plaintiffs fail to allege that the Mazzolas exhausted their ERISA claim, but (1) exhaustion is an affirmative defense that need not be pleaded in a complaint, *see Paese v. Hartford Life & Accident Ins. Co.*, 449 F.3d 435, 446 (2d Cir. 2006); *Cunningham v. Cornell Univ.*, 604 U.S. 693, 702 (2025); and (2) in any event, the Mazzolas allege at length that they exhausted their ERISA

contractual claim, *see* FAC ¶¶ 179–89.[3]

Similarly, the Mazzolas' claims for breach of fiduciary duty under ERISA and for violation of the Mental Health Parity and Addiction Equity Act ("MHPAEA") are likely to survive. Anthem claims it did not owe the Mazzolas a fiduciary duty principally because its misstatements were communications "directed toward non-participants" in the plan. Dkt. 24-1 at 35. But the Mazzolas allege that Anthem continued to deceive them while they were enrolled in the plan, so that argument fails. *See* FAC ¶¶ 72–95; *Broga v. Ne. Utils.*, 315 F. Supp. 2d 212, 243–44 (D. Conn. 2004) (misstatements made to plan participants state a claim for breach of fiduciary duty under ERISA); *Mullins v. Pfizer, Inc.*, 899 F. Supp. 69, 77 (D. Conn. 1995) (ERISA plan owes duty to members to provide accurate information relevant to enrollment decisions). And as for the Mazzolas' MHPAEA claim, Defendants argue that the Plaintiffs' allegations focus only on the bottom-line decision to deny coverage rather than on whether the same *process* was followed for mental and physical health conditions. That misstates the nature of the Mazzolas' claim, which focuses on the disparity in access to mental and physical healthcare due to decisions made by Defendants. In any event, courts consistently hold that allegations of "disparate results" are sufficient to infer the existence of a "disparate process." *E.g.*, *Bushell v. UnitedHealth Grp. Inc.*, 2018 WL 1578167, at *5 (S.D.N.Y. Mar. 27, 2018); *Gallagher v. Empire HealthChoice Assurance, Inc.*, 339 F. Supp. 3d 248, 258 (S.D.N.Y. 2018). That is particularly appropriate here

[3] Defendants also argue that Plaintiffs are not in privity with Carelon or Elevance, but Plaintiffs have adequately alleged that they are third-party beneficiaries of Defendants' contracts and that Elevance acts through Anthem as its alter ego. *See Allen v. Verizon Wireless*, 2013 WL 2467923, at *11 (D. Conn. June 6, 2013) (employees pleaded third-party beneficiary status when contract between employer and insurance company was to administer disability insurance for employees); *Tucker v. Am. Int'l Grp., Inc.*, 745 F. Supp. 2d 53, 70–71 (D. Conn. 2010) (denying motion to dismiss where plaintiff alleged that defendant "controlled the policies and/or business practices relating to the transaction at issue").

where the MHPAEA's regulations require insurers to ensure "that provider directories are accurate and reliable," which Defendants failed to do. 29 C.F.R. § 2590.712(c)(4)(iii)(C)(4).

The only merits argument Defendants develop in their motion to stay is that Elevance is likely to be dismissed for lack of personal jurisdiction, but that is both untrue and irrelevant. Mot. at 4–5. Plaintiffs have alleged that Elevance is Anthem's sole owner, sets Anthem's policies, oversees its operations, and conducts business in Connecticut through Anthem, as demonstrated by an Anthem agent advising Ms. Mazzola that she received a call from Carelon about Baby Doe's care because both Anthem and Carelon are Elevance subsidiaries. *See* FAC ¶¶ 219–35. That suffices to allege personal jurisdiction over Elevance. *See Procaccino-Hague v. Boll Filter Corp.*, 2004 WL 78155, at *3 (D. Conn. Jan. 13, 2004) (plaintiff pleaded "prima facie case of personal jurisdiction" under similar circumstances)*; cf. Duff v. Centene Corp.*, 565 F. Supp. 3d 1004, 1018–19 (S.D. Ohio 2021) (holding that plaintiff adequately alleged claim against corporate parent of health insurance company "under an alter ego, veil-piercing, or agency theory" based on nearly identical allegations). But even if Elevance is dismissed for lack of personal jurisdiction, that would not be a basis to stay discovery because Plaintiffs can still pursue discovery against Elevance as a non-party. *See Covenant Imaging, LLC v. Viking Rigging & Logistics, Inc.*, 2020 WL 5411484, at *2 (D. Conn. Sept. 9, 2020) ("courts in the Second Circuit have denied stay applications when motions to dismiss are pending if the moving defendants would be subject to non-party discovery even if they were to be dismissed from the case" (internal quotation marks omitted)). The cases cited by Defendants stayed discovery only where *every* defendant sought dismissal on personal jurisdiction grounds, such that, if the motion to dismiss were successful, the case would not proceed. Mot. at 5. But here, the dismissal of Elevance would not end the case, so it is not a basis for staying discovery.

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This Court is not charged at this juncture with resolving the motion to dismiss. It must assess only whether Defendants have made a "strong showing" that each and every one of Plaintiffs' claims is "unmeritorious." Defendants have not come close to doing so.

**B. Discovery Will Not Be Unduly Burdensome**

Next, Defendants have failed to establish that discovery will be unduly "time-consuming, burdensome, or expensive." *Country Club of Fairfield, Inc.*, 2014 WL 3895923, at *7. Plaintiffs have issued targeted discovery requests that are tailored to their case, including with respect to the plans Plaintiffs enrolled in, Defendants' provider network, and the responsibilities of the respective Defendants in overseeing the provider network. Although Defendants complain that the burden of discovery will be "substantial," they make no effort to quantify or substantiate that claim, such as through an affidavit from a corporate representative. Mot. at 6.

More to the point, Plaintiffs are willing and able to meet and confer if Defendants believe that particular discovery requests are unduly burdensome and can be narrowed while ensuring Plaintiffs receive the discovery they need. But Defendants have thus far declined to engage in that process and have instead sought a blanket stay of discovery. Courts have consistently held that "a wholesale stay of discovery is not the proper vehicle for resolving a premature claim of overbreadth or undue burden." *Metzner*, 2020 WL 7232551, at *6. If the parties cannot reach agreement, "they may seek to address those concerns in the appropriate way: by seeking a discovery conference with the Court." *Kollar*, 2017 WL 10992213, at *2 (denying motion to stay discovery); *Waterbury Hosp. v. U.S. Foodservice Inc.*, 2007 WL 328899, at *2 (D. Conn. Feb. 1, 2007) (denying stay of discovery because "[t]he defendant is adequately protected from unduly broad and burdensome discovery requests by the Federal Rules. If deemed appropriate after a required meet and confer session, the defendant may object to specific discovery requests.").

Plaintiffs have no desire to make discovery unduly burdensome for Defendants. To the contrary, Plaintiffs have already accommodated Defendants' request for an extension to respond to the initial set of discovery requests, *see supra* at 6 n.1, and have every reason to believe that the parties can reach reasonable compromises if Defendants have suggestions to narrow particular requests. The Court should not pretermit that process by shutting down discovery altogether.[4]

**C. Plaintiffs Will Suffer Prejudice From A Stay**

Finally, Plaintiffs will suffer prejudice if a stay is granted. Defendants' motion ignores that Plaintiffs are "entitled to a speedy litigation just as much as the Defendants are entitled to an efficient one." *Conservation L. Found.*, 2023 WL 4706815, at *5. The potential for prejudice is particularly acute here, where the individual Plaintiffs first enrolled in Defendants' insurance plans years ago and seek to certify a class of enrollees from 2019 to the present. FAC ¶¶ 19, 21, 24, 342–43. A stay of discovery will make it more likely that the employees responsible for those plans and communications will have moved on and thus become outside the control of Defendants. *See Brown v. Katz*, 2018 WL 11486500, at *1 (D. Conn. July 24, 2018) ("The costs of document review, depositions, and digital production do not outweigh the potential prejudice to Plaintiff of inhibiting her ability to prosecute her claims."); *Morien v. Munich Reinsurance Am., Inc.*, 270 F.R.D. 65, 68 (D. Conn. 2010) (denying stay of discovery because ERISA plaintiff would be "severely prejudiced" if he were unable to depose employee who denied his claim).

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[4] Defendants briefly suggest that discovery is not appropriate for the Mazzolas' ERISA claims because the Court's review for claims of denial of benefits is ordinarily confined to the administrative record. Mot. at 8. But even setting aside that discovery outside the administrative record is available for "good cause," *see DeFelice v. Am. Int'l Life Assurance Co. of N.Y.*, 112 F.3d 61, 66 (2d Cir. 1997), the Mazzolas are entitled to discovery for their claim under the MHPAEA. *See M.R. v. United Healthcare Ins. Co.*, 2024 WL 863704, at *3 (S.D.N.Y. Feb. 29, 2024); *Bushell*, 2018 WL 1578167, at *6. Discovery regarding the operation of Defendants' ERISA plan will therefore be appropriate regardless.

In short, Defendants have failed to meet their burden with respect to any of the stay factors: Plaintiffs' claims have merit, discovery will not be unduly burdensome, and Plaintiffs will suffer prejudice if a stay is granted.

## CONCLUSION

Defendants' motion to stay discovery should be denied.

Dated: New York, NY
February 13, 2026

Respectfully submitted,

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