IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CIVIL / FAMILY DIVISION

COVER SHEET

(Indicates a required field.)*

CIVIL DIVISION – CLASS ACTION

Information About Case Participant(s)

1. Plaintiff(s)*

H.R., individually and on behalf of all others similarly situated,

VS

2. Defendant(s)*

ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH,

Case Detail Information

3. Case Number*

– –

4. Type of pleading*

CLASS ACTION COMPLAINT

Filing Party Information

5. Filed on behalf of *

H.R., individually and on behalf of all others similarly situated,

(Name of the filing party)

6. Type of Representation*

☑ Record of Counsel

☐ Individual, If Pro Se

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8.b. Attorney's Firm ID (if applicable)

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

H.R., *individually and on behalf of all others similarly situated*, Plaintiff, v. ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH, Defendants.	CIVIL DIVISION – CLASS ACTION No. **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED** Filed on Behalf of Plaintiff H.R. Counsel of Record for this Party: Alexander J. Garcia (PA ID No. 329876) **SIRI & GLIMSTAD LLP** 1650 Market St., Ste. 3600 #17136373 Philadelphia, PA 19103 P: (212) 532-1091 agarcia@sirillp.com Phillip J. Krzeski* Christopher P. Renz* Tara D. Baker* **CHESTNUT CAMBRONNE PA** 100 Washington Ave. S, Unit 1700 Minneapolis, MN 55401 pkrzeski@chestnutcambronne.com crenz@chestnutcambronne.com tdbaker@chestnutcambronne.com **Pro Hac Vice* Forthcoming

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H.R., *individually and on behalf of all others similarly situated*, Plaintiff, v. ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH, Defendants.	CIVIL DIVISION – CLASS ACTION No.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20)** days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.**

IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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IN THE COURT OF COMMON PLEAS
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H.R., *individually and on behalf of all others similarly situated*, Plaintiff, v. ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH, Defendants.	CIVIL DIVISION – CLASS ACTION No.

CLASS ACTION COMPLAINT

Plaintiff H.R. ("Plaintiff"), individually and on behalf of all others similarly situated (the "Class"), alleges the following against Allegheny Health Network ("AHN") and Highmark Health ("Highmark") (collectively, "Defendants") based upon the personal knowledge of Plaintiff and on information and belief derived from, among other things, investigation of counsel and review of public documents as to all other matters.

NATURE OF THE ACTION

1. What patients tell their doctors is supposed to stay in the exam room. Since 2024, Defendants have broken that promise. They have let an outside technology company listen in on, record, and keep what patients tell their doctors (their symptoms, their diagnoses, their mental health, their addictions) without telling patients that a stranger to their care was capturing every word.

2. That stranger is Abridge AI, Inc. Defendants put its artificial intelligence ("AI") recording tool, called "Abridge," in their exam rooms. Once a clinician switches it on, Abridge

records the entire conversation between patient and clinician and sends it out of the building to Abridge AI, Inc.'s servers. The conversations do not stop there. Upon information and belief, Abridge AI, Inc. keeps them and feeds them into the training of its own commercial AI models, turning patients' most private disclosures into raw material for its products. Once a conversation is used to train a model, it cannot be taken back.

3. Some patients were told nothing at all. Others heard, at most, a passing reference to an artificial intelligence tool, without being told what the tool was, where the recording would go, who would have access to it, or what would be done with it. Neither group agreed to what actually happened.

4. A hospital cannot unilaterally decide to record a private conversation and hand that recording to an outside company to keep and use for its own purposes. Pennsylvania law forbids intercepting, disclosing, or using the contents of an oral communication unless every party to it has given prior consent. 18 Pa.C.S. §§ 5703, 5704(4). Defendants gave patients no meaningful notice and obtained no informed, all-party consent.

5. Plaintiff H.R. is one of those patients. Behind the closed doors of an AHN exam room, she shared her most sensitive health information with her provider. She was told, at most, that an artificial intelligence tool would be used. She was not told that the tool would capture the entire conversation, send it to Abridge AI, Inc., or allow that company to keep and use what she said. What she was told fell far short of what informed consent requires.

6. The harm is real. Plaintiff and Class Members have lost the ability to trust that what they tell their doctors stays private. They have suffered distress knowing their health information was handed to a stranger and used to build that stranger's technology. They paid for confidential

care they did not receive. And their information now sits with a third party, indefinitely and outside their control.

7. This was not a one-off lapse. It was Defendants' policy, applied across AHN's hospitals and clinics as early use of Abridge in 2024 grew to approximately 400 providers across more than 40 specialties, and then into an enterprise-wide deployment that Highmark announced in August 2025 across AHN's hospitals and outpatient locations. And Defendants' silence was a choice. A clear disclosure that the entire conversation would be recorded, sent to an outside company, and potentially used to build that company's products would have led many patients to say no. Silence let Defendants deploy the technology without the friction, delay, or refusals that honest disclosure would have invited.

8. Plaintiff brings this action to hold Defendants accountable for that choice. On behalf of herself and a Class of similarly situated persons, Plaintiff asserts the following statutory and common law claims against Defendants: violations of the Pennsylvania Wiretapping and Electronic Surveillance Control Act ("WESCA") (18 Pa.C.S. §§ 5703, 5725); breach of physician–patient confidentiality; common law invasion of privacy (intrusion upon seclusion); negligence; breach of implied contract; and unjust enrichment.

PARTIES

A. PLAINTIFF

Plaintiff H.R.

9. Plaintiff H.R. is, and at all times relevant to this action has been, a citizen and resident of Allegheny County, Pennsylvania. Plaintiff brings this action both in an individual capacity and on behalf of all others similarly situated.

10. Plaintiff has sought care on numerous occasions from Defendant-affiliated providers, including Heidi Green, PA-C and Dr. Ronald Maceyko, at AHN facilities, including on or about October 29, 2024, November 5, 2024, November 26, 2024, January 15, 2025, March 24, 2025, April 21, 2025, May 5, 2025, June 16, 2025, November 7, 2025, December 17, 2025, and June 1, 2026.

11. Plaintiff paid for those visits, directly and/or through her health insurance.

12. At each of those visits, Plaintiff placed trust in Defendants to safeguard the confidentiality owed to every patient who walks through their doors.

13. Plaintiff's consultations and conversations occurred where every patient has the right to expect privacy: behind closed doors, in a private exam room, and away from public view.

14. During those visits, Plaintiff disclosed sensitive medical information – the kind of information patients share only because they believe it will stay between themselves and their provider.

15. Among other things, during those visits Plaintiff discussed her mental health and her addiction and related treatment with her providers. Pennsylvania law treats information of this kind as among the most sensitive a patient can share. *See* 50 P.S. § 7111; 71 P.S. § 1690.108. Upon information and belief, the Abridge tool captured those discussions in full and transmitted them to Abridge AI, Inc.

16. During several of those visits, Plaintiff was told that an artificial intelligence tool would be used during the appointment. That was the extent of the disclosure. No one told Plaintiff that the tool would record her entire conversation with her provider, that the recording would be transmitted to an outside company, Abridge AI, Inc., or that Abridge AI, Inc. could retain her conversations and use them for its own commercial purposes.

17. The AI disclosure Plaintiff received described, at most, a tool her own provider would use in the course of her own care – a matter solely between Plaintiff and Defendants. It did not identify Abridge AI, Inc. or any other outside company, did not state that the tool was owned or operated by anyone other than Defendants, and did not suggest that anyone other than her provider and Defendants would receive, hear, or have access to her conversation. A reasonable patient hearing that disclosure would understand the "AI" to be part of Defendants' own systems, operating within the same circle of confidentiality as her clinician and her medical chart.

18. Upon information and belief, each of those visits was recorded through the Abridge tool, and each recording was transmitted to Abridge AI, Inc. and processed into a clinical note now embedded in Plaintiff's medical chart. Each recorded encounter was a separate interception, disclosure, and use of her confidential communications.

19. The betrayal was not abstract. Plaintiff shared deeply personal information under the reasonable – legally protected – assumption that her conversations would remain confidential. A passing reference to "AI" did not tell her that a company that was a stranger to her would receive, keep, and potentially use every word she said. Learning what the tool actually did inflicted real emotional distress and left Plaintiff with the lasting, justified belief that Defendants valued operational convenience over the privacy they were duty-bound to protect. Plaintiff's experience reflects the absence of adequate consent architecture, as described more fully below in the Statement of Facts, Section D ("The Consent Gap").

20. At none of those visits was Plaintiff told that:

a. The conversation would be recorded and transmitted to a third-party vendor, Abridge AI, Inc., outside of Defendants' own systems;

b. The recording would capture the full, unfiltered conversation, including all sensitive medical information discussed during the entire patient encounter, rather than a summary or limited excerpt;

c. The recording, transcript, or data derived from it might be used by Abridge AI, Inc. to train, evaluate, or improve its own artificial-intelligence models for Abridge AI, Inc.'s independent commercial benefit; or

d. She had any meaningful ability to decline, or to later revoke consent and compel deletion of the recording, without affecting the care she received.

21. A patient cannot consent to what a patient is never told. Being told that "AI" will be used is not the same as being told what that AI does, where the conversation goes, or who may keep and use it. Defendants failed to disclose the specifics a reasonable patient would need to make an informed choice.

22. Had Plaintiff been told what was actually going to occur – that her conversation would be captured in full, handed to an outside company for processing, and, upon information and belief, used to train that company's own commercial AI models – she would have declined the use of the tool or taken steps to protect her privacy.

B. DEFENDANTS

Defendant Allegheny Health Network

23. Defendant AHN is a Pennsylvania nonprofit corporation headquartered in Pittsburgh, Allegheny County, Pennsylvania. AHN is an integrated health system that operates more than a dozen hospitals and hundreds of physician offices, outpatient centers, and clinics throughout Western Pennsylvania. Upon information and belief, AHN's clinical operations are conducted through and in coordination with related organizations operating under the "AHN" and "Allegheny Health Network" brands, including its member hospitals, its employed and affiliated physician practice groups, and clinicians employed by or affiliated with AHN.

24. At all relevant times, AHN and its related organizations operated as an integrated healthcare system under the unified "AHN" brand and presented themselves to patients as a single,

unified provider of care. Upon information and belief, each such organization acted as AHN's agent, apparent agent, partner, joint venturer, alter ego, servant, employee, or representative, and acted within the course and scope of that relationship in deploying the Abridge system, recording patient visits, transmitting medical information to Abridge AI, Inc., and failing to implement adequate consent and authorization protocols.

25. The acts and omissions alleged herein were authorized, ordered, directed, ratified, or approved by AHN's and Highmark's officers, directors, managing agents, or corporate decision-makers. To the extent discovery establishes that any related or affiliated entity participated in, directed, or benefited from the conduct alleged herein, that entity is jointly and severally liable, together with AHN and Highmark, for the conduct described in this Complaint.

Defendant Highmark Health

26. Defendant Highmark is a Pennsylvania nonprofit corporation headquartered in Pittsburgh, Allegheny County, Pennsylvania. Highmark is the parent company of AHN and of Highmark Inc., a health insurer that, with its affiliates, serves more than seven million members.[1] Highmark holds itself out, together with AHN, as an integrated payer-provider health system.

27. Highmark selected Abridge AI, Inc. as the ambient AI documentation vendor for its enterprise. Highmark's evaluation of competing AI scribe vendors involved more than 500 clinicians across numerous specialties, and on August 12, 2025, Highmark announced a partnership under which the Abridge platform would be deployed across AHN's hospitals and

[1] Highmark Health, *Highmark Health Year-End/Q4 2025 Financials* (Mar. 24, 2026), https://www.highmarkhealth.org/hmk/pdf/newsroom/2025YearEndFinancials.pdf (last visited Oct. 16, 2026); *see also* Marissa Plescia, *Highmark Health, Abridge Partner to Scale AI for Payers/Providers*, MedCity News (Aug. 13, 2025), https://medcitynews.com/2025/08/highmark-abridge-ai-prior-authorization/ (last visited Oct. 16, 2026).

outpatient locations.[2] Highmark executives, including its Chief Analytics Officer, publicly directed and promoted that deployment.

28. Highmark did not merely approve AHN's use of Abridge; it participated in and directed that use for its own purposes. As part of the same partnership, Highmark and Abridge AI, Inc. announced that they were co-developing a "real-time" prior authorization tool that compares the authorization requirements of Highmark's health plan against the information gathered during the patient's visit and prompts the clinician to collect any missing information during the visit.[3] Approximately half of AHN's patients are insured by Highmark,[4] and, upon information and belief, Highmark derives, and intends to derive, benefits from the contents of AHN patients' recorded conversations, including in its capacity as the parent of those patients' insurer.

29. Highmark is liable for its own conduct and, because it directed, procured, and benefited from the interception, disclosure, and use alleged herein, as a principal of, and jointly and severally with, AHN.

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[2] Heather Landi, *Highmark Health Taps Abridge to Build 'Real-Time' Prior Authorization Using AI*, Fierce Healthcare (Aug. 12, 2025), https://www.fiercehealthcare.com/health-tech/highmark-health-taps-abridge-build-real-time-prior-authorization-using-ai (last visited Oct. 16, 2026); *see also* Press Release, Highmark Health & Abridge, *Highmark Health, Abridge Announce Collaboration to Deploy AI Technologies Across an Entire Payer-Provider Ecosystem* (Aug. 12, 2025), https://www.abridge.com/press-release/highmark-health-ahn-abridge-prior-authorization (last visited Oct. 16, 2026).

[3] Susan Morse, *Highmark Health Deploying AI Real-Time Prior Authorization*, Healthcare Fin. News (Aug. 12, 2025), https://www.healthcarefinancenews.com/news/highmark-health-deploying-ai-real-time-prior-authorization (last visited Oct. 16, 2026).

[4] Nikita Saha, *Allegheny Health Network Explores Ambient AI to Strengthen Population Health*, Digital Health News (last updated Dec. 10, 2025), https://www.digitalhealthnews.com/allegheny-health-network-explores-ambient-ai-to-strengthen-population-health (last visited Oct. 16, 2026).

JURISDICTION AND VENUE

30. This Court has subject matter jurisdiction over this action pursuant to 42 Pa.C.S. § 931(a), which vests the courts of common pleas with unlimited original jurisdiction of all actions and proceedings not otherwise vested by law in another court of this Commonwealth.

31. This Court has general personal jurisdiction over AHN and Highmark because each is incorporated and headquartered in Pennsylvania. This Court also has specific personal jurisdiction over Defendants because Plaintiff's and Class Members' claims arise out of Defendants' Pennsylvania-based conduct, including the recording, interception, and transmission of protected health information from patient encounters at AHN's Pennsylvania facilities. *See* 42 Pa.C.S. §§ 5301(a)(2), 5322(a).

32. Venue is proper in Allegheny County pursuant to Pa.R.C.P. 1006(b)–(c) and 2179(a). AHN and Highmark each maintain their principal place of business in Pittsburgh, Allegheny County, Pennsylvania, and each regularly conducts business in Allegheny County. Pa.R.C.P. 2179(a)(1)–(2). In addition, the causes of action alleged herein arose in Allegheny County, and the transactions and occurrences out of which they arose took place in Allegheny County, including Defendants' decision to deploy, and their deployment and operation of, the Abridge ambient AI documentation system at AHN facilities located within Allegheny County. Pa.R.C.P. 2179(a)(3)–(4).

33. This action is properly maintained as a class action under Pa.R.C.P. 1701–1717.

STATEMENT OF FACTS

A. WHAT IS ARTIFICIAL INTELLIGENCE AND AMBIENT CLINICAL DOCUMENTATION TECHNOLOGY?

34. Before describing what Defendants did, it is useful to explain, in ordinary terms, what the technology at issue actually is: what "artificial intelligence" means, how the particular

kind of artificial intelligence used by Abridge learns to do what it does, and how that technology is assembled into a tool that can sit in an exam room and turn a spoken conversation into a written medical note.

35. "Artificial intelligence," or "AI," is a broad term for computer systems that are built to produce outputs (such as a prediction, a recommendation, a translation, or, as relevant here, a written summary of a conversation) from the inputs they are given.[5] An AI system does not "think" the way a person does. It is, in essence, a mathematical model: a very large collection of adjustable numerical values, called parameters, that determine how a given input is converted into an output.[6] Before it is put to use, an AI model is "trained," meaning its parameters are repeatedly adjusted, using large quantities of example data, until the model reliably produces the kind of output its developer wants.[7] In simplified terms, the model is not told a set of rules to follow; it is shown enormous amounts of data and, through that process, comes to reflect the statistical patterns contained in that data.

36. The particular family of AI systems relevant to this case is known as "large language models," or "LLMs."[8] An LLM is an AI system trained specifically on language (text and, when paired with the technologies described below, transcribed speech), with the goal of producing a useful digital representation of how language works.[9] LLMs are described as "large"

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[5] Nat'l Inst. of Standards & Tech., U.S. Dep't of Commerce, *Artificial Intelligence Risk Management Framework (AI RMF 1.0)*, NIST AI 100-1 (Jan. 2023), https://doi.org/10.6028/NIST.AI.100-1 (last visited Oct. 14, 2026).

[6] Helen Toner, *What Are Generative AI, Large Language Models, and Foundation Models?*, Ctr. for Sec. & Emerging Tech. (May 12, 2023), https://cset.georgetown.edu/article/what-are-generative-ai-large-language-models-and-foundation-models/ (last visited Oct. 14, 2026).

[7] *Id*.

[8] Laurie A. Harris, Cong. Research Serv., IF12426, *Generative Artificial Intelligence: Overview, Issues, and Considerations for Congress* (Apr. 2, 2025), https://www.congress.gov/crs-product/IF12426 (last visited Oct. 14, 2026).

[9] Toner, *supra* note 6.

because of a well-documented pattern in AI research: models trained on more data, using more computing power and more parameters, consistently perform better than smaller models trained on less.[10] That pattern has a direct and important consequence for this case: a company that develops an LLM has a built-in commercial incentive to acquire as much high-quality, real-world training data as it can, because that data is what allows its models to improve.[11] Familiar examples of consumer-facing tools built on LLMs include OpenAI's ChatGPT, Anthropic's Claude, and Google's Gemini; the same underlying technology, applied to a different task, is what allows a system like Abridge to convert a spoken doctor-patient conversation into a written clinical note.

37. A related term, "foundation model," refers to an AI system, typically an LLM, that is trained to have broad, general capabilities and can then be adapted, or "fine-tuned," for a range of more specific downstream purposes.[12] As alleged in Section C below, Abridge AI, Inc.'s publicly announced work to build a foundation model for clinical conversations, in partnership with Nvidia, is an example of this concept in practice: a broad, general-purpose model, trained on large volumes of data, that can then be adapted to a specific commercial application.

38. A second, distinct technology is required before an LLM can be used on a spoken conversation at all: the spoken words must first be converted into text. This is done by "automated speech recognition," or "ASR," software, which listens to audio and transcribes it.[13] Ambient

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[10] *Id.*; Harris, *supra* note 8.
[11] *See* Toner, *supra* note 6 (explaining that "using more data and computational power to train models with more parameters consistently results in better performance").
[12] Laurie Harris & Nora Wells, Cong. Research Serv., IG10077, *Artificial Intelligence (AI) Taxonomy* (Apr. 25, 2025), https://www.congress.gov/crs-product/IG10077 (last visited Oct. 14, 2026); Toner, *supra* note 6.
[13] Mahshad Razaghi et al., *Transforming Clinical Documentation with Ambient Artificial Intelligence (AI) Scribes: A Narrative Review of Technology, Impact, and Implementation*, 16 Cardiovasc. Diagn. & Ther. 11 (2026), https://doi.org/10.21037/cdt-2025-454 (last visited Oct. 14, 2026).

clinical documentation tools like Abridge combine ASR with an LLM (and, often, an intermediate layer of natural-language-processing software that identifies and organizes the clinically relevant portions of the transcript): the ASR component turns the spoken visit into text, and the LLM component then reads that text and generates a structured clinical note from it, typically organized in a standard format used throughout medicine.[14]

39. Tools that combine these components (a microphone, ASR, and an LLM) to passively "listen" to an entire patient encounter and automatically draft a note are commonly referred to in the medical and technology literature as "ambient AI scribes" or "ambient AI documentation" tools.[15] Unlike a clinician manually typing or dictating selected observations into a chart, an ambient AI scribe is, by design, built to capture the full, unfiltered conversation as it happens, because the underlying LLM needs the complete transcript, not a curated summary, in order to generate an accurate note.[16] Abridge is precisely this kind of technology.

40. Two additional technical characteristics of this technology bear directly on the harms alleged in this Complaint. First, because an LLM's usefulness depends on the volume and realism of the data it is trained on, recordings of actual clinical encounters (real patients describing real symptoms to real physicians) are a particularly valuable category of training data for a company like Abridge AI, Inc., which is why a vendor supplying an ambient AI scribe to a hospital has an independent commercial interest in using the resulting conversational data for its own model development, separate and apart from the task of generating any single patient's clinical note.

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[14] *Id.*; Aaron A. Tierney et al., *Ambient Artificial Intelligence Scribes to Alleviate the Burden of Clinical Documentation*, 5 NEJM Catalyst Innovations Care Delivery no. 3, CAT.23.0404 (2024), https://doi.org/10.1056/CAT.23.0404 (last visited Oct. 14, 2026).
[15] Razaghi et al., *supra* note 13; Tierney et al., *supra* note 14.
[16] *See* Razaghi et al., *supra* note 13.

41. Second, once a piece of data has been used to adjust an AI model's parameters through training, the specific contribution of that data point is, by the nature of how these models are built, difficult to isolate and remove after the fact. Deleting a source recording does not undo the effect that recording already had on the model's parameters.[17] For that reason, the Federal Trade Commission has required a company that trained models on improperly obtained data to delete the models themselves, not just the data.[18] Relatedly, data-privacy researchers have demonstrated that stripping the explicit identifiers from a dataset (the traditional method of "de-identifying" data) does not reliably prevent that data from later being tied back to a specific person, because modern statistical and machine-learning techniques can exploit correlations between the remaining, ostensibly anonymous details to re-identify individuals with a high degree of accuracy.[19] Both characteristics are directly relevant to the adequacy of the notice and consent required when using this technology in a healthcare setting.

42. Health systems that deploy AI vendors' tools can and do negotiate contractual terms prohibiting the vendor from retaining patient data beyond what the service requires or using it to train the vendor's own models. Upon information and belief, Defendants negotiated no such restriction with Abridge AI, Inc.

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[17] Lucas Bourtoule et al., *Machine Unlearning*, in 42nd IEEE Symposium on Security and Privacy §§ I, III.A (2021), https://doi.org/10.48550/arXiv.1912.03817 (last visited Oct. 23, 2026) (explaining that "training is an incremental procedure where any given update reflects all updates that have occurred prior to it").

[18] *Everalbum, Inc.*, F.T.C. Docket No. C-4743, § III.C (May 6, 2021) (decision and order), https://www.ftc.gov/system/files/documents/cases/1923172_-_everalbum_decision_final.pdf (last visited Oct. 23, 2026) (requiring deletion of "Affected Work Product," defined as "any models or algorithms developed in whole or in part using" biometric information collected from the app's users).

[19] Luc Rocher, Julien M. Hendrickx & Yves-Alexandre de Montjoye, *Estimating the Success of Re-Identifications in Incomplete Datasets Using Generative Models*, 10 Nature Commc'ns 3069 (2019), https://doi.org/10.1038/s41467-019-10933-3 (last visited Oct. 14, 2026).

43. It is against this technical backdrop (an AI system that must be trained on real data to function, that improves with more of that data, and that cannot simply "forget" data once it has been used) that Defendants decided to deploy an ambient AI documentation tool in their exam rooms without properly informing their patients.

B. DEFENDANTS' USE OF ABRIDGE

44. Upon information and belief, no later than March 2024,[20] Defendants began using the Abridge ambient AI documentation tool in AHN's clinical operations, and they have since expanded it across AHN's outpatient practices, with further expansion announced into AHN's emergency departments, inpatient and hospitalist programs, and home care.[21] Once a clinician activates it on a phone, tablet, laptop, or similar microphone-enabled device, it listens continuously through the visit, sends the audio to Abridge AI, Inc.'s infrastructure for processing, and returns a draft note that gets folded into the patient's chart in Defendants' electronic health record ("EHR") system.

45. Unlike traditional medical documentation, where a physician manually records relevant information during or after a consultation, the Abridge system electronically records the live oral communication itself. The platform captures the substance of what both the patient and physician say, converts the recorded speech into text, and, as described above, applies an artificial intelligence model to generate and structure clinical documentation.

46. Because the Abridge tool is designed to capture the entire conversation rather than selected details a clinician chooses to record, the recordings and resulting transcripts necessarily

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[20] Chilekasi Adele, *Allegheny Health Network Teams with Pittsburgh-Based AI Company to Advance Documentation*, CBS News Pittsburgh (Aug. 22, 2025), https://www.cbsnews.com/pittsburgh/news/ahn-hospitals-and-artificial-intelligence/ (last visited Oct. 16, 2026).

[21] Landi, *supra* note 2.

contain the same sensitive material a patient would say out loud in the room, including symptoms, diagnoses, medication history, family history, mental health disclosures, and anything else discussed.

47. Upon information and belief, the recorded communications are transmitted outside the clinical environment and retained, stored, and otherwise processed on infrastructure associated with the Abridge platform. Upon information and belief, they are also accessed and used for purposes beyond generating the note, including system maintenance, troubleshooting, quality assurance, and AI model improvement. As a result, the contents of confidential physician–patient communications are transmitted beyond the immediate clinical encounter and handled by systems and personnel outside Defendants' healthcare facilities.

48. The platform deployed at AHN does not discard the underlying audio and transcript once a note is generated. Abridge's "Linked Evidence" feature, which Abridge AI, Inc. has promoted in connection with the AHN deployment, allows the AI-generated note to be traced back to the source transcript and audio of the patient's visit.[22]

49. Because the Abridge system captures and processes the substance of oral communications during the medical encounter itself, the technology intercepts the contents of those communications within the meaning of Pennsylvania privacy laws governing the interception and disclosure of confidential communications.

50. In doing so, the Abridge system sends outside the exam room the very conversations that medicine has always kept inside it. The duty of confidentiality between physician and patient is among the oldest and most widely understood obligations in professional life. It is embodied in the Hippocratic Oath, in the American Medical Association's Code of Medical Ethics, in Pennsylvania's physician–patient privilege, 42 Pa.C.S. § 5929, in

[22] Plescia, *supra* note 1.

Pennsylvania's regulations protecting the confidentiality of hospital patients and their medical records, 28 Pa. Code §§ 103.22, 115.27, and in the Health Insurance Portability and Accountability Act ("HIPAA"). Patients do not need to read a contract to know that what they tell a doctor stays with the doctor, and they speak openly in the exam room because of it.

51. Defendants did not build a consent process that would tell patients what the system does. Defendants had clear business reasons to adopt this technology quickly, such as lightening clinicians' note-writing burden, tightening up billing documentation, and, for Highmark, accelerating prior authorization for its health-plan members. These benefits came without a matching investment in lawful consent infrastructure, authorization protocols, or adequate safeguards necessary to protect patients' confidential information.

C. DEFENDANTS' DEPLOYMENT ENABLES ABRIDGE AI, INC.'S ACCUMULATION OF VALUABLE, SENSITIVE PATIENT DATA FOR ABRIDGE AI, INC.'S OWN COMMERCIAL BENEFIT

52. Upon information and belief, this interception and processing of patient-doctor encounters is allowing Abridge AI, Inc. to amass a valuable, proprietary data asset of millions of highly sensitive medical conversation traces that are being used to train its AI technology and create a competitive moat.

53. This is not merely a theoretical allegation about the value of patient data; it is confirmed by Abridge AI, Inc.'s own financial history and by independent financial press coverage of the company. In June 2025, Abridge AI, Inc. closed a $300 million Series E financing round that valued the company at approximately $5.3 billion, nearly double the $2.75 billion valuation it had received only four months earlier, in February 2025.[23] Trade press coverage of the round

[23] Marina Temkin, *In Just 4 Months, AI Medical Scribe Abridge Doubles Valuation to $5.3B*, TechCrunch (June 24, 2025), https://techcrunch.com/2025/06/24/in-just-4-months-ai-medical-scribe-abridge-doubles-valuation-to-5-3b/ (last visited Oct. 14, 2026).

reported that Abridge AI, Inc.'s technology "leverag[es] a proprietary data set derived from more than 1.5 million medical encounters" processed through its ambient AI platform.[24]

54. The scale and speed of this valuation growth (doubling in approximately four months) is itself evidence of the substantial commercial value that sophisticated investors placed on Abridge AI, Inc.'s accumulating store of patient-doctor conversations, separate and apart from the modest per-seat software fees Abridge AI, Inc. charges individual health systems like Defendants for documentation services. Investors do not commit hundreds of millions of dollars, and assign multi-billion-dollar valuations, to a company principally on the strength of a note-taking convenience feature; upon information and belief, a substantial portion of that valuation reflects the durability, scale, and proprietary nature of the underlying corpus of confidential medical conversations Abridge AI, Inc. has amassed. That corpus was built encounter by encounter, including from the confidential medical visits of Plaintiff and Class Members at Defendants' facilities, without their knowledge or consent.

55. Peer-reviewed research explains why investors would place such value on that corpus: recordings of real patient-doctor conversations are both uniquely important to the development of medical AI and exceptionally difficult to obtain. In a 2025 study, Google researchers described their development of "AMIE," a large language model system designed to conduct diagnostic conversations with patients. The researchers emphasized that the physician–patient dialogue lies at the heart of medicine, noting that in some settings 60 to 80 percent of diagnoses are made through clinical history-taking alone. To train AMIE, Google did not rely

[24] Heather Landi, *Generative AI Company Abridge Scores $300M Series E Backed by a16z and Khosla Ventures*, Fierce Healthcare (June 24, 2025), https://www.fiercehealthcare.com/ai-and-machine-learning/ambient-ai-startup-abridge-scores-300m-series-e-backed-a16z-and-khosla (last visited Oct. 14, 2026).

solely on publicly available data. It licensed a de-identified dataset from a dialogue research organization consisting of 98,919 transcripts of in-person clinical visits, recorded from more than 1,000 U.S. clinicians over a ten-year period and spanning 51 medical specialties.[25]

56. Even that corpus, accumulated over a decade, proved insufficient. The researchers reported that available real-world dialogue data failed to capture the full range of medical conditions and clinical scenarios, forcing them to supplement it with AI-generated simulated conversations.[26] Abridge AI, Inc. faces no such constraint. By its own account, Abridge AI, Inc. is live at more than 300 health systems that collectively serve more than 250 million patients, and its platform supports more than 100 million clinical conversations every year,[27] double the 50 million conversations the company projected supporting just one year earlier.[28] At that rate, the Abridge platform captures more real patient-doctor conversations in a single day than the entire decade-long dataset Google licensed to build AMIE.

57. Each patient encounter recorded through Defendants' Abridge deployment, including Plaintiff's encounter, contributed incrementally to the very data asset driving Abridge AI, Inc.'s multibillion-dollar growth. Plaintiff and Class Members received no share of that value, were not informed that their confidential medical communications were contributing to it, and did not give informed consent to that use of their data.

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[25] Tao Tu et al., *Towards Conversational Diagnostic Artificial Intelligence*, 642 Nature 442, 442 & Methods, Real-World Dialogue (2025), https://www.nature.com/articles/s41586-025-08866-7 (last visited Oct. 14, 2026).
[26] *Id.*
[27] Press Release, Abridge AI, Inc., *Abridge Unveils Patient-Centered Clinician Intelligence Platform Connecting Care Delivery, Payment, and Evidence-Based Treatment* (June 11, 2026), https://www.abridge.com/press-release/patient-centered-clinician-intelligence-platform-keynote (hereinafter "Abridge Press Release") (last visited Oct. 14, 2026).
[28] Landi, *supra* note 24.

58. This corpus of confidential medical conversations has an established market value independent of Abridge AI, Inc.'s own valuation. A useful marker for the value of patient data comes from the cybersecurity world. Published cybersecurity industry sources confirm that a complete patient medical record (the kind of rich, durable personal and health information contained in a full clinical encounter transcript) commands a substantial premium on illicit data markets compared to other categories of stolen personal information. Credit reporting agency Experian has reported that stolen medical records sell for as much as $1,000 each on the dark web, and cybersecurity firm Trustwave has separately valued stolen medical records at $250 each, figures that dwarf the approximately $5 black-market value of a stolen credit card number and the roughly $1 value of a stolen Social Security number.[29] This premium exists because a medical record, unlike a financial credential that can be canceled and reissued, contains detailed, durable personal information that does not expire: a patient's diagnoses, history, and personal circumstances remain true, and therefore useful to a buyer, for years or even a lifetime. The analogy to AI training holds because that same durability is what makes a clinical conversation valuable as training data. Once a conversation has been used to train an AI model, the information extracted from it is embedded in the model and continues to generate value for the model's owner indefinitely; like the medical record and unlike the credit card, it cannot be canceled, reissued, or recalled. Each of Plaintiff's and Class Members' recorded encounters, captured and transmitted through Defendants' Abridge deployment, falls squarely within this valuable category of data.

[29] Paul Nadrag, *Industry Voices—Forget Credit Card Numbers. Medical Records Are the Hottest Items on the Dark Web*, Fierce Healthcare (Jan. 26, 2021), https://www.fiercehealthcare.com/hospitals/industry-voices-forget-credit-card-numbers-medical-records-are-hottest-items-dark-web (last visited Oct. 14, 2026) (citing Experian and Trustwave Global Security Report data).

59. A lawful commercial market for AI training data exists, and it puts a price on recorded conversation. One speech-data vendor publishes catalog prices of $60 to $95 per hour of conversational audio and prices custom recordings separately by project.[30] Companies also pay individuals directly to record their own conversations for AI training. One widely used consumer app pays users as much as 30 cents per minute to record their phone calls, up to $30 per day, and sells the recordings to AI companies "for the purpose of developing, training, testing, and improving machine learning models."[31] Recorded clinical dialogue is licensed in this market too: as alleged above, Google licensed a dataset of 98,919 clinical-visit transcripts to train AMIE. *See* ¶ 55.

60. Recorded clinical conversations are far scarcer than ordinary speech, because they cannot lawfully be collected at scale without patients' consent. They are also richer, because they capture symptoms, diagnoses, and treatment decisions. Upon information and belief, their market value therefore exceeds the rates paid for ordinary speech. Plaintiff and Class Members received none of that value.

61. Abridge AI, Inc. understands the value of that advantage. Its CEO, Shiv Rao, has publicly stated that AI models such as Abridge's must be trained, shaped, and evaluated against real-world conditions to work in practice, explaining the company's rationale for training on actual clinical data.[32]

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[30] Andreas Kromann Bjærg, *How to Buy Speech Data: The Complete Buyer's Guide*, SpeechData.ai (June 18, 2026, updated Oct. 17, 2026), https://www.speechdata.ai/guides/how-to-buy-speech-data (last visited Oct. 23, 2026).

[31] Sarah Perez, *Neon, the No. 2 Social App on the Apple App Store, Pays Users to Record Their Phone Calls and Sells Data to AI Firms*, TechCrunch (Sept. 24, 2025), https://techcrunch.com/2025/09/24/neon-the-no-2-social-app-on-the-apple-app-store-pays-users-to-record-their-phone-calls-and-sells-data-to-ai-firms/ (last visited Oct. 23, 2026).

[32] *Nvidia Taps Abridge to Train AI on Real Doctor Visits*, PYMNTS.COM (June 11, 2026), https://www.pymnts.com/news/artificial-intelligence/2026/nvidia-taps-abridge-to-train-ai-on-

62. Abridge AI, Inc. is now acting on that rationale at unprecedented scale. On June 11, 2026, Abridge AI, Inc. announced that it is working with Nvidia to build a foundation model purpose-built for clinical conversations. According to Abridge AI, Inc., the model is built on the Nvidia Nemotron open model family and will be trained on de-identified data at every stage of training (pre-, mid-, and post-training) so that clinical knowledge is embedded in the model from its foundation. Upon information and belief, that de-identified data is drawn from the patient encounters processed through the Abridge platform. Nvidia's Vice President of Healthcare confirmed the direct connection between Abridge's customer deployments and the capabilities of its models, stating that "every deployment makes [Abridge's] clinical intelligence smarter and more capable."[33]

63. Despite that value, upon information and belief, the enterprise agreement and Business Associate Agreement governing Defendants' deployment of the Abridge platform do not limit or exclude Defendants' patients' encounters from use in Abridge AI, Inc.'s broader data-driven product development and model training practices, including the practices described in Abridge AI, Inc.'s public statements and press materials described above. Upon information and belief, Defendants failed to disclose the existence or substance of any such data-use provisions to Plaintiff and Class Members and, upon information and belief, failed to negotiate any limitation on Abridge AI, Inc.'s use of Plaintiff's and Class Members' medical conversations before deploying the Abridge system across their facilities.

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real-doctor-visits/ (last visited Oct. 14, 2026); *see also* Belle Lin, *Nvidia Is Developing an AI Healthcare Model With Startup Abridge*, Wall St. J. (June 11, 2026), https://www.wsj.com/cio-journal/nvidia-is-developing-an-ai-healthcare-model-with-startup-abridge-6db38c1b (last visited Oct. 14, 2026).

[33] Abridge Press Release, *supra* note 27.

64. Upon information and belief, Defendants were aware, before and during their deployment of the Abridge system, of Abridge AI, Inc.'s publicly stated practice of using clinical conversation data captured through its platform to train, refine, and improve its own artificial-intelligence models and commercial products. As a sophisticated, integrated healthcare system that negotiated and executed an enterprise-wide agreement with Abridge AI, Inc., Defendants had both the opportunity and the obligation to review Abridge AI, Inc.'s publicly disclosed data-use practices and to negotiate contractual limitations excluding Defendants' patients' encounters from those practices before agreeing to route their patients' confidential medical conversations through Abridge AI, Inc.'s systems. Upon information and belief, Defendants negotiated no such limitation. Instead, they activated the Abridge system knowing that doing so would expose their patients' intercepted communications to a use (commercial AI model training for a third party's independent benefit) that Defendants had neither disclosed to, nor obtained consent from, Plaintiff or Class Members to permit.

65. Accordingly, because Abridge AI, Inc.'s stated purpose for using de-identified data is not confined to any individual patient's clinical documentation, but by its own account extends to refining its algorithms and improving its products generally, any consent obtained from Plaintiff or Class Members for the limited purpose of generating a clinical note did not, and could not, extend to Abridge AI, Inc.'s further use of data drawn from Plaintiff's and Class Members' confidential medical communications to develop and improve its commercial artificial-intelligence products.

66. The harm from that undisclosed use cannot be undone. Upon information and belief, neither Defendants nor Abridge AI, Inc. has implemented a mechanism by which a patient's request to delete their recording or transcript also reaches any de-identified data or model-training

output already derived from that patient's encounter before the request was made. As a result, a patient's request to have their encounter removed from Defendants' systems does not undo Abridge AI, Inc.'s prior use of data drawn from that encounter to train or refine its models.

67. The de-identification protections Abridge AI, Inc. claims to apply to that data are themselves inadequate to the risk. The U.S. Department of Health and Human Services itself acknowledges that data de-identified under HIPAA's Safe Harbor standard remains vulnerable to re-identification.[34] That risk is compounded in the context of clinical large language models. Recent research using simulated patient records found that de-identifying each disclosure separately does not account for cumulative re-identification risk: when the same patient's information is discussed across multiple related disclosures, each successive disclosure reveals additional quasi-identifiers that progressively narrow the set of individuals to whom a given record could belong.[35]

68. HIPAA's "Safe Harbor" method, 45 C.F.R. § 164.514(b)(2), treats health information as "de-identified" once eighteen specific identifiers have been removed, such as names, street addresses, all elements of dates (other than the year) related to the individual, and Social Security numbers. But as researchers at New York University have explained, that rule was designed for simple, spreadsheet-style records, not the free-form conversations and notes that doctors and patients actually produce. Removing a patient's name and address does not remove

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[34] *See* U.S. Dep't of Health & Human Servs., Office for Civil Rights, *Guidance Regarding Methods for De-identification of Protected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule*, HHS.gov, https://www.hhs.gov/hipaa/for-professionals/special-topics/de-identification/index.html (last visited Oct. 14, 2026) (acknowledging that data de-identified under either the Safe Harbor or Expert Determination methodology "retains some risk of identification").

[35] James Weatherhead et al., *K-Anonymity Decay in Multi-Turn Clinical Large Language Model Conversations*, 8 Frontiers Digit. Health, art. 1832168 (2026), https://doi.org/10.3389/fdgth.2026.1832168 (last visited Oct. 14, 2026).

everything else in the record. The diagnosis, the medications, and the details of the patient's life remain, and those remaining details, taken together, can still point to a particular person. Modern AI language models, like the one Abridge uses, are especially good at finding and exploiting those connections. Working with de-identified notes from more than 170,000 patients, the NYU researchers showed that an AI model could guess a patient's neighborhood better than chance from the diagnosis alone. Even after the notes had been scrubbed under HIPAA's Safe Harbor rule, the model's ability to trace them back to the patients they described was approximately 37 times greater than the strongest baseline guessing strategy.[36]

69. Therefore, while Abridge AI, Inc. claims that its AI model training is built on de-identified data, researchers found that stripped records "remain statistically tethered to identity through the very correlations that confirm their clinical utility."[37] In other words, the same class of technology Abridge uses is sophisticated enough to exploit those same correlations to re-identify data that facially complies with the HIPAA Safe Harbor standard. Thus, Abridge AI, Inc. is accumulating, and using for its own commercial benefit, sensitive patient data whose privacy protections are substantially weaker in practice than Abridge AI, Inc. represents, a fact that Defendants knew or should have known when they deployed the platform.

70. Making matters worse, LLMs and generative AI technology have been the subject of privacy controversies concerning the vulnerability of their training data. Researchers have demonstrated that LLMs can memorize portions of their training data and later reproduce that

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[36] Lavender Y. Jiang et al., *Paradox of De-identification: A Critique of HIPAA Safe Harbour in the Age of LLMs*, abstract, §§ 3, 4.1–4.2 & tbl. 1 (Feb. 9, 2026) (unpublished manuscript), https://doi.org/10.48550/arXiv.2602.08997 (last visited Oct. 14, 2026).

[37] Jiang et al., *supra* note 36, § 3; *see also* Mikael Thalen, *HIPAA Promised to Keep Your Medical Data Secret. AI Threatens to Reveal It*, Straight Arrow News (Feb. 23, 2026), https://san.com/cc/hipaa-promised-to-keep-your-medical-data-secret-ai-threatens-to-reveal-it/ (last visited Oct. 14, 2026).

information in response to carefully designed queries.[38] In 2021, researchers demonstrated the extraction of hundreds of verbatim training examples from OpenAI's GPT-2, including names, telephone numbers, email addresses, conversations, and other unique information.[39] Subsequent research demonstrated the problem at considerably greater scale. In 2023, researchers reported extracting gigabytes of training data from several model families and demonstrated an extraction attack against ChatGPT that caused the model to emit memorized training information at substantially elevated rates.[40] These studies demonstrate that information incorporated into model training cannot be assumed to remain incapable of later reproduction.

71. For these reasons, the accumulation and use of sensitive patient data for a purpose extending beyond any individual patient's own care is a significant invasion of privacy and a security risk, and one that Defendants are directly facilitating through their deployment of the Abridge system without adequate safeguards or contractual limitations on Abridge AI, Inc.'s downstream use of the data.

72. Defendants are not merely licensing a documentation tool. Each recording captured through the Abridge system adds to a proprietary corpus of confidential patient-doctor communications that Abridge AI, Inc. is using for its own commercial benefit: training and refining its models, improving its products, and building a durable competitive advantage in an increasingly

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[38] *See, e.g.*, Nicholas Carlini et al., *Quantifying Memorization Across Neural Language Models*, *in* Proceedings of the Eleventh International Conference on Learning Representations (2023), https://doi.org/10.48550/arXiv.2202.07646 (last visited Oct. 14, 2026).
[39] Nicholas Carlini et al., *Extracting Training Data from Large Language Models*, *in* Proceedings of the 30th USENIX Security Symposium 2633 (2021), https://www.usenix.org/system/files/sec21-carlini-extracting.pdf (last visited Oct. 14, 2026).
[40] Milad Nasr et al., *Scalable Extraction of Training Data from (Production) Language Models*, arXiv:2311.17035 (Nov. 28, 2023), https://doi.org/10.48550/arXiv.2311.17035 (last visited Oct. 14, 2026).

crowded ambient-AI market. That corpus carries a substantial monetary value, and Plaintiff and Class Members, whose confidential conversations built it, have been given no share of it.

73. Highmark's role compounds the problem. Because Highmark is both the parent of the health system whose clinicians record patient visits and the parent of the insurer that pays for, and decides whether to authorize, many of those patients' care, the contents of AHN patients' recorded conversations have value to Highmark well beyond the generation of any clinical note, including for prior authorization, identifying "care gaps," and population health management for Highmark's health-plan members.[41] Abridge AI, Inc. itself has described the Highmark–AHN partnership as a "living laboratory" for the future of AI in healthcare.[42] Upon information and belief, Defendants never disclosed to patients, when their conversations were recorded, that the contents of their recorded conversations would be used, or made available, for any such purpose.

D. THE CONSENT GAP

74. Upon information and belief, Defendants deployed the Abridge system with, at most, a perfunctory notice protocol (the "Notice Protocol"), designed at the enterprise level to minimize disruption to clinical workflow and maximize utilization of the tool, rather than to inform patients or obtain their meaningful agreement. To the extent Defendants adopted no enterprise-level notice process at all, the "Notice Protocol" refers to that absence, and each allegation below applies with even greater force.

75. Any AI disclosure Defendants provided was framed as a disclosure about Defendants' own tools and the patient's own care. Upon information and belief, the Notice Protocol described the AI, at most, as something the clinician would use to help document the visit. It did

[41] Saha, *supra* note 4; Morse, *supra* note 3.
[42] Abridge AI, Inc., *Abridge, Highmark Health, AHN: Designing the Future of Care* (Nov. 19, 2025), https://www.abridge.com/blog/highmark-ahn-future-care (last visited Oct. 16, 2026).

not identify Abridge AI, Inc. by name, did not disclose that the tool belonged to or was operated by an outside company, and did not disclose that the conversation would leave Defendants' systems. Patients therefore had no reason to understand that a third party was being added to their conversation.

76. Consent is limited to its scope. A patient's agreement to her provider's use of a documentation aid within the physician–patient relationship is not agreement to the disclosure of her conversation to a separate company, still less to that company's retention and use of the conversation for its own commercial purposes.

77. The Notice Protocol was designed, approved, and implemented by Defendants centrally, and applied in materially the same manner to every patient and to every family member, caregiver, or other companion accompanying a patient. Its brevity was a design choice, not an oversight. Upon information and belief, Defendants structured the Notice Protocol so that it would add no meaningful time to the visit and would rarely, if ever, result in a patient declining its use.

78. Defendants know how to obtain informed consent before sharing patients' information with third parties, and do so routinely in other contexts. HIPAA itself requires a covered entity to obtain a patient's written authorization, identifying the information to be used or disclosed, who will receive it, and for what purpose, before using or disclosing PHI for purposes the Privacy Rule does not otherwise permit. 45 C.F.R. § 164.508(a)(1), (c)(1). Defendants chose not to apply any comparable process to the Abridge system, even though that system captures the entirety of the private conversation between patient and clinician and transmits it to a third party.

79. The Notice Protocol omitted numerous disclosures that were material to a patient's decision whether to permit the recording. Upon information and belief, it did not, at any point:

a. disclose that the entire conversation would be recorded as audio, as opposed to merely summarized or listened to;

b. disclose that the audio would be transmitted to and processed on the servers of a third party, Abridge AI, Inc.;

c. disclose that recordings, transcripts, or data derived from them could be retained by Abridge AI, Inc. or used for purposes beyond the patient's own clinical note, including training and improving Abridge AI, Inc.'s artificial-intelligence models and commercial products;

d. disclose how long recordings and transcripts would be retained, or how they could be deleted;

e. provide notice before the day of the visit, whether by mail, patient-portal message, intake paperwork, or otherwise, so that patients could make an informed decision outside the exam room;

f. seek the agreement of every person participating in the conversation, including each family member, caregiver, or other companion present, as opposed to, at most, the patient alone;

g. provide any visible or audible indication in the exam room that recording was active; or

h. provide a means of withdrawing consent that resulted in actual deletion of the recording and transcript, as opposed to their removal from the visible chart note.

80. Because the Notice Protocol was the most Plaintiff or any Class Member was told, it defines the outer boundary of any consent Defendants can claim. Upon information and belief, clinicians were neither trained nor instructed to provide any of the disclosures identified in the paragraph above, and did not do so. To the extent any clinician departed from the Notice Protocol, the departure consisted of omitting steps (such as activating the recording with no notice at all), not of supplying the missing disclosures. Neither Plaintiff nor any Class Member therefore received more information than the Notice Protocol provided, and the legal sufficiency of Plaintiff's or any Class Member's purported consent can be determined by examining the Notice Protocol itself.

81. Upon information and belief, Defendants never informed their clinicians of the data-use terms of their agreements with Abridge AI, Inc. and never trained them to disclose those terms. A clinician who spent ten minutes explaining the Abridge tool to a patient could not have disclosed what Defendants never told the clinician.

82. Upon information and belief, Defendants implemented no audit, spot-check, or compliance-monitoring process to verify that clinicians followed even the Notice Protocol. As a result, upon information and belief, the only documentation of consent in Defendants' possession, if any exists, is a templated attestation or electronic health record entry that is substantively identical across encounters and records neither what was actually said nor which participants, if any, agreed. Any such record serves only to document consent for Defendants' benefit, regardless of what, if anything, was communicated to the patient in the exam room.

83. The Notice Protocol was deficient as to every Class Member, for reasons that do not vary from encounter to encounter:

a. *No all-party consent to recording and transmission.* Upon information and belief, the Notice Protocol did not provide for (i) obtaining the agreement of every person participating in the conversation, including each family member, caregiver, or companion present in addition to the patient; or (ii) disclosing that the entire conversation would be recorded and transmitted to an outside company. Nor did Defendants train or instruct their clinicians to disclose that transmission.

b. *Consent does not extend to undisclosed purposes.* Upon information and belief, the Notice Protocol did not disclose that the full conversation would be transmitted to a third party so that the third party could retain the conversation traces and use them to develop its own commercial products. Whatever agreement a patient may have given under the Notice Protocol therefore did not extend to those undisclosed uses.

84. Because each deficiency identified above is built into the design of the Notice Protocol, rather than resulting from how any individual clinician applied it, whether Plaintiff or

any Class Member gave legally effective consent is a question common to the Class. It can be answered through common proof, including the Notice Protocol's scripts and templates, Defendants' policies and training materials, Defendants' electronic health record configuration, and Defendants' agreements with Abridge AI, Inc., without individualized inquiry into what was said in any particular exam room. To the extent any further question remains as to whether any disclosure was made at the start of a particular encounter, it can be answered by applying a single, objective method to the recordings and transcripts in Defendants' and Abridge AI, Inc.'s possession, each of which begins when the clinician activates the Abridge tool, without testimony from any Class Member.

E. THIS WAS NOT AN ISOLATED INCIDENT

85. Plaintiff's experience reflects how Defendants ran this program system-wide, not a one-off lapse involving a single clinician.

86. Upon information and belief, AHN clinicians began using Abridge no later than March 2024. By August 2025, approximately 400 AHN providers across more than 40 specialties were using the Abridge technology, and AHN had announced plans to move all of its physicians, and then its nurses, onto the platform.[43]

87. On August 12, 2025, Highmark publicly announced that it would deploy Abridge across AHN's hospitals and outpatient locations, beginning with outpatient sites and then expanding to emergency departments, hospitalist programs, and home care.[44] AHN has since announced plans to extend AI-assisted scribing into inpatient and emergency settings in 2026.[45]

[43] Adele, *supra* note 20.
[44] Landi, *supra* note 2; Morse, *supra* note 3.
[45] Saha, *supra* note 4.

Each clinician using the Abridge system did so under the same centrally designed Notice Protocol described in Section D.

88. Since Defendants' roll-out of the Abridge technology across AHN, a meaningful share of patient encounters has been captured through the platform.

89. As a result, the harm Plaintiff experienced – an unconsented recording of a private medical conversation, routed to a vendor outside Defendants' walls for that vendor's own benefit – was not unique to Plaintiff's visit but was, upon information and belief, the predictable outcome of how Defendants configured and rolled out the system across their patient population.

F. PLAINTIFF'S AND CLASS MEMBERS' INJURIES

90. Defendants' conduct has injured Plaintiff and Class Members in ways that are concrete and already complete. Each recording invaded their privacy the moment it was made and sent to Abridge AI, Inc.; it deprived them of the confidential care they paid for and of control over valuable information about their own health; and it enriched Defendants at their expense. Because Defendants continue to record patient visits under the same process, those injuries are also ongoing.

91. *The invasion itself.* Each recording was a completed invasion of Plaintiff's and Class Members' privacy. Their private conversations with their providers, which the law treats as among the most protected communications there are, were captured in full and transmitted to a third party without their consent. That injury was complete the moment the recording was made and sent, and it does not depend on anything Abridge AI, Inc. did afterward.

92. *Emotional distress.* Plaintiff and Class Members have suffered emotional distress, anxiety, and humiliation from learning that conversations about their bodies, their health, and their most personal concerns were recorded and sent to a technology company without their knowledge.

93. *Loss of candor in ongoing care.* The harm extends beyond the past. Effective medical care depends on patients speaking openly with their providers. Plaintiff and Class Members now approach their appointments knowing that anything said may be recorded and transmitted.

94. *Overpayment.* Plaintiff and Class Members paid for medical services on the understanding, inherent in the physician–patient relationship, that what they said in the exam room would be used for their care and kept confidential. Confidentiality was part of what they paid for. Because Defendants recorded their conversations and transmitted them to a third party without informed consent, they received services worth less than what they paid.

95. *Lost opportunity to control and license their health information.* Recorded conversations are bought and sold as AI training data, and individuals are paid to supply their own conversations for that purpose. *See* ¶¶ 55, 58–59, *supra*. Had Abridge AI, Inc. not obtained Plaintiff's and Class Members' conversations through Defendants without consent, it would have had to acquire comparable data some other way, including by licensing it or by paying the people whose conversations it used. Upon information and belief, by taking the conversations without consent, Defendants and Abridge AI, Inc. deprived Plaintiff and Class Members of the opportunity to decide whether, and on what terms, to allow that use, and of the value that decision carries.

96. *Defendants' gain.* Defendants obtained the benefits of the Abridge deployment at Plaintiff's and Class Members' expense: reduced clinician documentation time, more patient visits per clinician, more fully captured billing, and, for Highmark, faster and less costly prior authorization and greater insight into its health-plan members. Upon information and belief, Defendants also paid less for the platform than they otherwise would have, because Abridge AI, Inc.'s pricing reflected the value of the patient conversations it received.

97. *Continuing threat of future recording.* Plaintiff and Class Members will continue to receive care from Defendants. Defendants continue to use the Abridge platform under the same Notice Protocol. Absent injunctive relief, they will be subjected to the same practice again.

G. DEFENDANTS' USE OF THE AMBIENT AI RECORDING TOOL VIOLATES HIPAA

98. Defendants' disclosure of Plaintiff's and Class Members' private information to Abridge AI, Inc. contravenes the letter and spirit of HIPAA's "Standards for Privacy of Individually Identifiable Health Information" (also known as the "Privacy Rule"), which governs how health care providers must safeguard and protect patients' health information.[46]

99. Defendants are "covered entities," or components of affiliated covered entities, under HIPAA and its implementing regulations. 45 C.F.R. § 160.103. The recordings and transcripts of Plaintiff's and Class Members' medical visits are individually identifiable health information and protected health information ("PHI"): they were created by a health care provider, relate to the patient's health and health care, and identify the patient. *Id.* Abridge AI, Inc. received that PHI as Defendants' "business associate." *Id.*

100. HIPAA permits a covered entity to disclose PHI to a business associate without patient authorization only so that the business associate can perform functions on the covered entity's behalf, and only under a business associate agreement that limits the business associate's use of the PHI to those functions. 45 C.F.R. §§ 164.502(a)(3), (e), 164.504(e)(2). A business associate agreement may not authorize any use that would violate the Privacy Rule if done by the covered entity itself. 45 C.F.R. § 164.504(e)(2)(i).

[46] U.S. Dep't of Health & Human Servs., *The HIPAA Privacy Rule*, https://www.hhs.gov/hipaa/for-professionals/privacy/index.html (last visited Oct. 16, 2026).

101. Using PHI to develop, train, or improve a vendor's own commercial products is not a function performed on the covered entity's behalf; it requires the individual's written authorization. 45 C.F.R. § 164.508(a)(1). De-identifying PHI is itself a use of PHI, which a business associate may undertake only if its agreement permits it. 45 C.F.R. §§ 164.502(a)(3), (d)(1), 164.504(e)(2)(i). And de-identification under HIPAA's Safe Harbor method is unavailable where the entity has actual knowledge that the remaining information could identify the individual. 45 C.F.R. § 164.514(b)(2)(ii). Upon information and belief, the free-text transcripts of clinical visits, which routinely include names, dates, family members, employers, and locations spoken aloud, cannot reliably be de-identified by the automated methods Abridge AI, Inc. uses. *See* Section C, *supra*.

102. The HIPAA Privacy Rule further requires any "covered entity," which includes Defendants, to maintain appropriate safeguards to protect the privacy of protected health information and sets limits and conditions on the uses and disclosures that may be made of protected health information without authorization. 45 C.F.R. §§ 160.103, 164.502.

103. In contravention of HIPAA, Defendants failed to "review and modify the security measures implemented . . . as needed to continue provision of reasonable and appropriate protection of electronic protected health information[,]" 45 C.F.R. § 164.306(e), and to "[i]mplement technical policies and procedures for electronic information systems that maintain electronic protected health information to allow access only to those persons or software programs that have been granted access rights." 45 C.F.R. § 164.312(a)(1).

104. Upon information and belief, Defendants failed to comply with other HIPAA safeguard regulations as follows:

a. Failing to ensure the confidentiality and integrity of electronic PHI that Defendants created, received, maintained, and transmitted in violation of 45 C.F.R. § 164.306(a)(1);

b. Failing to protect against reasonably anticipated uses or disclosures of electronic PHI not permitted under the privacy rules pertaining to individually identifiable health information in violation of 45 C.F.R. § 164.306(a)(3);

c. Failing to effectively train their workforces (including independent contractors) on the policies and procedures for PHI in violation of 45 C.F.R. §§ 164.530(b) and 164.308(a)(5); and

d. Failing to design, implement, and enforce policies and procedures that would establish physical and administrative safeguards to reasonably safeguard PHI in violation of 45 C.F.R. § 164.530(c).

105. Upon information and belief, Defendants further violated the Privacy Rule by: (a) disclosing Plaintiff's and Class Members' PHI to Abridge AI, Inc. under a business associate agreement that failed to prohibit, or affirmatively permitted, Abridge AI, Inc.'s use of that PHI, including through de-identification, to train and improve its own models and products, 45 C.F.R. §§ 164.502(e), 164.504(e)(2); (b) permitting that use without Plaintiff's and Class Members' written authorization, 45 C.F.R. § 164.508(a)(1); and (c) despite knowing of Abridge AI, Inc.'s publicly stated data-use practices, failing to take reasonable steps to end that use or terminate the arrangement, 45 C.F.R. § 164.504(e)(1)(ii).

106. Plaintiff does not assert a private right of action under HIPAA. Defendants' HIPAA violations are alleged because they establish, among other things, (a) the scope of Defendants' duty of physician–patient confidentiality (Count II); and (b) the standard of care a reasonable health system exercises in disclosing patient information to a business associate (Count IV).

TOLLING AND ESTOPPEL

107. Any applicable statutes of limitation have been tolled by operation of the discovery rule and by Defendants' failure to disclose basic information regarding their use of Abridge despite their duty to do so, as alleged throughout this Complaint.

108. Abridge is inconspicuous. A reasonable patient told only that an AI tool would be used would not understand that the conversation would be transmitted to, and could be retained and used by, Abridge AI, Inc.

109. Defendants were under a duty, arising from WESCA's all-party consent requirement and the confidential nature of the physician–patient relationship, to disclose the nature, significance, and consequences of their use of ambient AI clinical documentation tools like Abridge. Despite this obligation, Defendants failed to provide adequate notice of Defendants' use of the Abridge system during patient-doctor visits, and Plaintiff and Class Members had no reason to suspect, and no practical means of discovering, that their confidential medical conversations were being intercepted, transmitted, processed, and used by a third-party technology vendor.

110. Therefore, through no fault or lack of diligence, Plaintiff and Class Members were deceived and could not reasonably discover Defendants' unlawful conduct. As such, Plaintiff could not have known the information essential to pursue her claims.

111. For these reasons, all applicable statutes of limitation have been tolled pursuant to the discovery rule.

112. Plaintiff and Class Members, acting with reasonable diligence, could not have discovered Defendants' misconduct before learning that their conversations had been transmitted to, and could be retained and used by, Abridge AI, Inc. Although Plaintiff was told that an AI tool would be used during her visit, she was not told, and had no reasonable means of discovering, that

her conversation was being recorded in full, transmitted to Abridge AI, Inc., and made available for that company's own use.

CLASS ACTION ALLEGATIONS

113. This action is brought pursuant to Pa.R.C.P. 1701–1717 by the named Plaintiff on her own behalf, and on behalf of a proposed Class of all other persons similarly situated.

114. Specifically, Plaintiff proposes the following Class, subject to amendment as appropriate:

> CLASS: All natural persons who, between the date Defendants deployed Abridge and the date of class certification, attended a medical appointment at a Pennsylvania facility operated by or affiliated with Defendant AHN, during which Abridge was activated to record, transcribe, or process the patient encounter.

115. Excluded from the Class are: (a) Defendants, their parents, subsidiaries, and affiliates, any entity in which they have a controlling interest, and their officers and directors; (b) Defendants' employees, agents, and affiliated providers, and any interpreter or other person who participated in a recorded conversation on Defendants' behalf; and (c) the Judge to whom this case is assigned, the Judge's staff, and their immediate families.

116. Plaintiff reserves the right to amend the definitions of the Class or add subclasses if further information and discovery indicate that the definitions of the Class should be narrowed, expanded, or otherwise modified.

117. **Numerosity.** The Class is so numerous that the individual joinder of all members is impracticable. Defendants began using Abridge no later than March 2024; by August 2025, approximately 400 AHN providers across more than 40 specialties were using the platform; and Highmark has since announced its deployment across AHN's hospitals and outpatient locations, with expansion into emergency, inpatient, hospitalist, and home-care settings. Given the volume

of patients each of those providers sees, and Defendants' system-wide use of the platform for more than two years, Plaintiff alleges, upon information and belief, that Defendants' records reflect many thousands of medical visits meeting the Class definition. The exact number of Class Members is uniquely within Defendants' knowledge and is readily ascertainable from Defendants' own electronic health records, scheduling systems, and system logs identifying which patient encounters were processed through the Abridge platform.

118. **Commonality.** Questions of law and fact common to the Class exist, because Plaintiff's and Class Members' claims all arise from the same deployment of the same technology under the same Notice Protocol. These common questions include, but are not limited to:

a. Whether conversations between patients and providers in Defendants' exam rooms are oral communications within the meaning of 18 Pa.C.S. § 5702;

b. Whether Defendants' use of the Abridge platform recorded, intercepted, and transmitted those conversations;

c. Whether the Notice Protocol sought or obtained the consent of all parties to each recorded conversation;

d. Whether the Notice Protocol disclosed that recorded conversations would be transmitted to Abridge AI, Inc., or that Abridge AI, Inc. could retain or use them for its own purposes;

e. Whether any AI disclosure made under the Notice Protocol identified Abridge AI, Inc. or disclosed that a third party would receive patients' conversations;

f. Whether Defendants informed their clinicians of the data-use terms of their agreements with Abridge AI, Inc.;

g. Whether, and on what terms, Defendants' agreements with Abridge AI, Inc. permitted Abridge AI, Inc. to retain or use patient conversations, directly or through de-identification, to develop its own products;

h. Whether Defendants breached their duty of physician–patient confidentiality by disclosing patients' confidential communications to Abridge AI, Inc.;

i. Whether Defendants' conduct constitutes an intrusion upon seclusion that would be highly offensive to a reasonable person;

j. Whether Defendants owed and breached a duty of care in selecting, configuring, and deploying the Abridge platform;

k. Whether Defendants breached an implied promise of confidentiality, and whether Defendants were unjustly enriched by the recording and processing of Plaintiff's and Class Members' conversations;

l. Whether the uniform omissions in the Notice Protocol prevented Class Members, as a class, from discovering that their conversations were transmitted to, and could be retained and used by, Abridge AI, Inc., such that the discovery rule tolls the applicable limitations periods on a class-wide basis; and

m. Whether Plaintiff and Class Members are entitled to damages, statutory and liquidated damages, declaratory relief, and injunctive relief, and the measure of that relief.

119. **Typicality.** Plaintiff's claims are typical of those of other Class Members because they arise from the same course of conduct and rest on the same legal theories. Plaintiff's conversation was recorded under the same deployment, transmitted to the same vendor under the same agreements, and governed by the same centrally designed Notice Protocol that applied to every Class Member. Indeed, Plaintiff's experience tracks the Notice Protocol itself: she was told, at most, that an artificial intelligence tool would be used, and nothing more. As alleged previously, the Notice Protocol defines the most any Class Member was told, and any departure from it consisted only of omitting steps, not supplying additional disclosures. Every Class Member therefore shares the deficiencies on which Plaintiff's claims rest: no disclosure that the conversation would be transmitted to Abridge AI, Inc., and no disclosure that Abridge AI, Inc. could retain or use patient conversations for its own purposes. Those deficiencies were common to every Class Member regardless of what any clinician said, because Defendants never informed

their clinicians of the data-use terms of their agreements with Abridge AI, Inc. and never instructed them to disclose those terms.

120. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the members of the Class because her interests are aligned with, and not antagonistic to, the interests of the other Class Members. Plaintiff has no disabling conflicts of interest that would be antagonistic to those of the other members of the Class. Plaintiff seeks no relief that is antagonistic or adverse to the members of the Class. Plaintiff has also retained counsel experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has or can acquire adequate financial resources to assure that the interests of the Class will not be harmed. Plaintiff's counsel has agreed to advance the costs of this litigation and has the resources necessary to prosecute this action.

121. **Predominance.** Defendants engaged in a common course of conduct toward Plaintiff and Class Members in that Plaintiff and all Class Members had their confidential medical communications recorded, transmitted, and processed through the Abridge ambient AI documentation system pursuant to the same enterprise agreement with Abridge AI, Inc., the same electronic health record integration, and the same centrally designed Notice Protocol. The common issues arising from Defendants' conduct affecting Class Members set out above predominate over any individualized issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

122. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a class action, most Class Members would likely find that the cost of litigating their individual claims are prohibitively high

and would, therefore, have no effective remedy. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants. In contrast, the conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class Member. The Class is defined by objective criteria and can be identified from Defendants' electronic health records and Abridge activation logs; notice can be directed to Class Members using the contact information in those same records; and WESCA liquidated damages can be calculated on a class-wide basis from those records. Separate actions would also risk adjudications that, as a practical matter, would be dispositive of the interests of absent Class Members or would impair their ability to protect those interests. Plaintiff is not aware of any other litigation commenced by or against Class Members involving the issues raised here. This Court is an appropriate forum for the claims of the entire Class: AHN and Highmark are headquartered in Allegheny County, Defendants' decision to deploy the Abridge system was made and implemented here, and Class Members received their care at AHN facilities in Pennsylvania. Finally, the amounts recoverable by individual Class Members, including WESCA liquidated damages of at least $1,000 per Class Member, are not so small in relation to the expense of administering this action as to make class treatment unjustified, yet, given the complexity of the issues and the cost of the technical and expert proof required, they are insufficient to support separate actions.

123. Defendants acted on grounds that apply generally to the Class as a whole so that class certification, injunctive relief, and corresponding declaratory relief are appropriate on a class-wide basis.

124. Alternatively, certification of particular issues is appropriate under Pa.R.C.P. 1710(c)(1), because resolving the following common questions on a class-wide basis would materially advance the disposition of this action:

a. Whether conversations between patients and providers in Defendants' exam rooms are oral communications within the meaning of 18 Pa.C.S. § 5702;

b. Whether the Notice Protocol sought or obtained the consent of all parties to each recorded conversation;

c. Whether the Notice Protocol disclosed that recorded conversations would be transmitted to Abridge AI, Inc., or that Abridge AI, Inc. could retain or use them for its own purposes;

d. Whether Defendants informed their clinicians of the data-use terms of their agreements with Abridge AI, Inc.; and

e. Whether Defendants owed a duty of care in selecting, configuring, and deploying the Abridge platform, and whether they breached that duty.

125. Finally, all members of the proposed Class are readily ascertainable from records in Defendants' and/or Abridge AI, Inc.'s possession, including electronic health records, scheduling systems, and system logs identifying which patient encounters were processed through the Abridge platform.

CAUSES OF ACTION

COUNT I
VIOLATION OF THE PENNSYLVANIA WIRETAPPING AND ELECTRONIC SURVEILLANCE CONTROL ACT
18 Pa.C.S. §§ 5703, 5725
(On behalf of Plaintiff and the Class)

126. Plaintiff incorporates and re-alleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

127. WESCA makes it a felony of the third degree for any person to "intentionally intercept[], endeavor[] to intercept, or procure[] any other person to intercept or endeavor to

intercept any wire, electronic or oral communication." 18 Pa.C.S. § 5703(1). WESCA likewise prohibits intentionally disclosing, or using, the contents of any such communication "knowing or having reason to know that the information was obtained through the interception of a wire, electronic or oral communication." *Id.* § 5703(2)–(3).

128. WESCA provides a civil cause of action to "[a]ny person whose wire, electronic or oral communication is intercepted, disclosed or used in violation of this chapter" against "any person who intercepts, discloses or uses or procures any other person to intercept, disclose or use, such communication." 18 Pa.C.S. § 5725(a).

129. Pennsylvania is an all-party consent jurisdiction. Absent another statutory exception, interception of an oral communication is lawful only where "all parties to the communication have given prior consent to such interception." 18 Pa.C.S. § 5704(4). And there is "no sweeping direct-party exception to civil liability under the WESCA." *Popa v. Harriet Carter Gifts, Inc.*, 52 F.4th 121, 129 (3d Cir. 2022).

130. *The conversations were oral communications.* WESCA defines an "oral communication" as "[a]ny oral communication uttered by a person possessing an expectation that such communication is not subject to interception under circumstances justifying such expectation." 18 Pa.C.S. § 5702. Plaintiff's and Class Members' conversations with their clinicians took place behind closed doors in private exam rooms and concerned sensitive personal health information. Plaintiff and Class Members expected that those conversations were not subject to interception, and that expectation was justified by the setting, by the confidential nature of the physician–patient relationship, by Pennsylvania's physician–patient privilege, 42 Pa.C.S. § 5929, by Pennsylvania's regulations protecting the confidentiality of hospital patients and their records, 28 Pa. Code §§ 103.22, 115.27, and by HIPAA. That expectation was especially strong for

communications, like Plaintiff's, concerning mental health and addiction, which Pennsylvania law singles out for heightened confidentiality. *See* 50 P.S. § 7111; 71 P.S. § 1690.108.

131. *The Abridge tool intercepted those communications.* WESCA defines "intercept" as the "[a]ural or other acquisition of the contents of any wire, electronic or oral communication through the use of any electronic, mechanical or other device," and defines "contents" to include "any information concerning the substance, purport, or meaning of that communication." 18 Pa.C.S. § 5702. When activated, the Abridge tool acquired, in real time, the complete substance of Plaintiff's and Class Members' conversations with their clinicians, transmitted it to Abridge AI, Inc.'s servers, and converted it into transcripts and clinical notes.

132. *The Abridge tool is an "electronic, mechanical or other device."* WESCA defines that term to include "[a]ny device or apparatus . . . that can be used to intercept a wire, electronic or oral communication." 18 Pa.C.S. § 5702. The microphone-enabled phones, tablets, laptops, software applications, and cloud-based infrastructure that Defendants and Abridge AI, Inc. used to capture, transmit, and process Plaintiff's and Class Members' conversations are such devices.

133. *Defendants intercepted, and procured Abridge AI, Inc. to intercept, the communications.* Defendants selected, contracted for, configured, and deployed the Abridge system, and directed and trained AHN's clinicians to activate it during patient visits. Defendants thereby intentionally intercepted Plaintiff's and Class Members' oral communications and intentionally procured Abridge AI, Inc. to intercept them, in violation of 18 Pa.C.S. § 5703(1). Under WESCA, an interception occurs where a device acquires the communication and routes it to the interceptor, not where the interceptor's servers ultimately receive it. *See Popa*, 52 F.4th at 130. The Abridge tool captured each conversation, and sent it to Abridge AI, Inc.'s servers, from devices located in AHN's exam rooms in Pennsylvania.

134. *Not all parties gave legally effective prior consent.* As alleged in Section D, the Notice Protocol, at most, told the patient that an AI tool would be used. It did not seek the consent of every person participating in the conversation, including companions, caregivers, and family members, and it did not disclose that the conversation would be transmitted to Abridge AI, Inc. or that Abridge AI, Inc. could retain and use it for its own purposes. Any agreement a patient gave was limited to the scope of what was disclosed and does not constitute prior consent to the interception, disclosure, or use alleged here. Being told that an AI tool would be used is not consent to having one's entire conversation captured, transmitted to an outside company, and made available for that company's own purposes. Plaintiff, who was told nothing more than that, agreed at most to her provider's use of an AI documentation aid; she did not consent to the interception, disclosure, or use of her communications by or for Abridge AI, Inc.

135. Abridge AI, Inc. was not a party to Plaintiff's and Class Members' conversations, and its participation was never disclosed. Even if a patient's acquiescence to the use of "AI" could be read as consent to some form of documentation by Defendants, it cannot constitute consent to interception by an undisclosed non-party. Nor does Abridge AI, Inc.'s role as Defendants' vendor make it a party to the conversation; WESCA has no direct-party exception. *See Popa*, 52 F.4th at 129. WESCA's consent inquiry asks whether the speaker knew or should have known of the interception actually made. That includes whether any disclosure adequately alerted a reasonable person that a third party would acquire the communication. *See Popa*, 52 F.4th at 132 (remanding to determine whether the defendant's privacy policy adequately alerted a reasonable person to data sharing with a third-party marketer); *Commonwealth v. Byrd*, 235 A.3d 311, 319 (Pa. 2020). WESCA requires prior consent to the interception actually made, 18 Pa.C.S. § 5704(4), and

Plaintiff and Class Members never consented to interception of their communications by Abridge AI, Inc.

136. *No document supplied constructive notice.* No written disclosure gave Plaintiff or Class Members notice that a third party would acquire their conversations. Upon information and belief, patients were not given, shown, or directed to any written privacy disclosure when the Abridge tool was activated. A patient speaking behind the closed door of an exam room has the strongest expectation of non-interception the law recognizes.

137. *Defendants unlawfully disclosed and used the intercepted contents.* Defendants intentionally disclosed the contents of Plaintiff's and Class Members' intercepted communications to Abridge AI, Inc., and, upon information and belief, made them available for Abridge AI, Inc.'s own model training and product development and for Highmark's payer-side purposes, knowing or having reason to know that the information was obtained through interception, in violation of 18 Pa.C.S. § 5703(2). Defendants also intentionally used those contents – to generate clinical documentation, capture billing, and support prior authorization – with the same knowledge, in violation of 18 Pa.C.S. § 5703(3).

138. Highmark is independently liable under 18 Pa.C.S. § 5725(a) because it procured the interception, disclosure, and use of Plaintiff's and Class Members' communications by selecting Abridge AI, Inc. as its enterprise vendor and directing the deployment of the Abridge system across AHN.

139. Each interception, disclosure, and use of a clinical encounter through the Abridge tool is a separate violation of WESCA. Defendants committed those violations intentionally and with reckless indifference to Plaintiff's and Class Members' rights.

140. Plaintiff and Class Members are therefore entitled to recover "[a]ctual damages, but not less than liquidated damages computed at the rate of $100 a day for each day of violation, or $1,000, whichever is higher"; punitive damages; and "[a] reasonable attorney's fee and other litigation costs reasonably incurred." 18 Pa.C.S. § 5725(a)(1)–(3). Plaintiff and Class Members are also entitled to declaratory and injunctive relief prohibiting further interception.

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands judgment in her favor and against Defendants on Count I, in an amount in excess of the compulsory arbitration limits of Allegheny County, including actual damages, but not less than liquidated damages computed at the rate of $100 a day for each day of violation or $1,000, whichever is higher; punitive damages; reasonable attorneys' fees and litigation costs; declaratory and injunctive relief; and pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

COUNT II
BREACH OF PHYSICIAN–PATIENT CONFIDENTIALITY
(On behalf of Plaintiff and the Class)

141. Plaintiff incorporates and re-alleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

142. Pennsylvania recognizes a civil cause of action for breach of physician–patient confidentiality where "confidential disclosures occurred that were unrelated to any judicial proceedings." *Grimminger v. Maitra*, 887 A.2d 276, 279 (Pa. Super. 2005) (quoting *Haddad v. Gopal*, 787 A.2d 975, 981 (Pa. Super. 2001)). "Doctors have an obligation to their patients to keep communications, diagnosis, and treatment completely confidential." *Id.* at 280–81 (quoting *Haddad*, 787 A.2d at 981).

143. That duty is reinforced by Pennsylvania's physician–patient privilege, 42 Pa.C.S. § 5929; by Pennsylvania's regulations protecting the confidentiality of hospital patients and their medical records, 28 Pa. Code §§ 103.22, 115.27; by Pennsylvania statutes affording heightened protection to mental health, HIV-related, and drug and alcohol treatment information, 50 P.S. § 7111, 35 P.S. § 7607, 71 P.S. § 1690.108; by HIPAA; and by the American Medical Association's Code of Medical Ethics.

144. AHN, acting through its employed and affiliated physicians and other clinicians, entered into physician–patient relationships with Plaintiff and Class Members and owed them a duty to keep their communications, diagnoses, and treatment confidential. Highmark, which directed, procured, and benefited from the disclosures alleged herein, is jointly liable for their breach.

145. In the course of treatment, Plaintiff and Class Members disclosed confidential information to their clinicians, including their symptoms, diagnoses, medications, medical and family histories, and, for many Class Members, information concerning mental health, sexual health, substance use, and other sensitive conditions.

146. Defendants disclosed those confidential communications, in full and verbatim, to Abridge AI, Inc., a third party with no role in Plaintiff's and Class Members' care, outside of any judicial proceeding, and, upon information and belief, permitted Abridge AI, Inc. to retain those communications and use them for its own commercial purposes, including training and improving its artificial-intelligence models.

147. Plaintiff and Class Members did not consent to those disclosures. As alleged in Section D, the Notice Protocol, at most, told patients that an AI tool would be used; it never disclosed that the conversation would be transmitted to an outside company or that the company

could retain and use it for its own purposes. Any acquiescence to the use of "AI" does not constitute consent to the disclosure of confidential communications to a third party, let alone for that third party's commercial benefit.

148. The AI disclosure Plaintiff received concerned only Defendants' own handling of her information within the physician–patient relationship. It did not disclose, and therefore could not authorize, disclosure of her confidential communications to a third party.

149. The information disclosed is precisely the kind of confidential information the physician–patient privilege protects. Because Abridge captured patients' entire, unfiltered conversations, the disclosures necessarily exposed diagnoses and confidential disclosures (including, upon information and belief, information concerning mental health, sexual health, substance use, and other stigmatized conditions), the disclosure of which tends to blacken a patient's character and reputation.

150. Here, the confidential communications Defendants disclosed include Plaintiff's discussions of her mental health, addiction, and related treatment, information whose disclosure tends to blacken a patient's character and reputation, and which Pennsylvania law has long treated as especially sensitive. *See* 50 P.S. § 7111; 71 P.S. § 1690.108.

151. The disclosures were not necessary for Plaintiff's or Class Members' treatment and served Defendants' and Abridge AI, Inc.'s commercial and operational interests rather than the patients' care.

152. As a direct and proximate result of Defendants' breach of confidentiality, Plaintiff and Class Members suffered damages, including invasion of their legally protected privacy interests, emotional distress, humiliation, loss of trust in their healthcare providers, loss of control over confidential medical information, and the diminished value of the medical services for which

they paid. Because Defendants acted intentionally and with reckless indifference to Plaintiff's and Class Members' rights, Plaintiff and Class Members are also entitled to punitive damages.

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands judgment in her favor and against Defendants on Count II, in an amount in excess of the compulsory arbitration limits of Allegheny County, including compensatory and punitive damages, costs, and pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

COUNT III
INVASION OF PRIVACY: INTRUSION UPON SECLUSION
(On behalf of Plaintiff and the Class)

153. Plaintiff incorporates and re-alleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

154. Pennsylvania follows the Restatement (Second) of Torts § 652B, under which one "who intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or concerns, is subject to liability to the other for invasion of his privacy, if the intrusion would be highly offensive to a reasonable person." *See Borse v. Piece Goods Shop, Inc.*, 963 F.2d 611, 622 (3d Cir. 1992); *Harris by Harris v. Easton Publ'g Co.*, 483 A.2d 1377, 1383 (Pa. Super. 1984).

155. Plaintiff and Class Members engaged in private medical consultations with their physicians in exam rooms and other private clinical environments. These conversations concerned highly personal and sensitive health information, including medical histories, symptoms, diagnoses, treatments, medications, mental health, sexual health, and other intimate matters.

156. Medical examination rooms and doctor-patient consultations are quintessentially private spaces and conversations. Patients reasonably expect that their conversations in such settings will not be recorded or transmitted to third parties without their knowledge and consent.

157. Defendants intentionally intruded and pried into Plaintiff's and Class Members' private affairs, without authorization, by recording entire medical consultations using electronic recording devices and cloud-based processing systems and transmitting them to an undisclosed third party without consent.

158. The intrusions were deliberate and systemic. Defendants authorized and implemented the Abridge system, trained providers to use it, and configured it to record entire encounters and transmit recordings to a vendor.

159. The intrusions were highly offensive to a reasonable person. They captured intimate medical communications in their entirety, in one of the most sensitive contexts recognized by law and society, and concealed a third party's involvement, in a manner that involved deception and betrayal of trust. The offense is all the greater where, as here, the recorded conversations included Plaintiff's discussions of her mental health and addiction, information Pennsylvania law singles out for heightened protection. *See* 50 P.S. § 7111; 71 P.S. § 1690.108.

160. Defendants' motives were commercial and operational, including improving documentation and billing and, for Highmark, accelerating prior authorization and gaining insight into its health-plan members, rather than being protective of patients. Reasonable persons would find it highly offensive when a healthcare provider prioritizes such interests over fundamental privacy rights.

161. As a direct and proximate result of Defendants' intrusion upon seclusion, Plaintiff and Class Members suffered damages, including invasion of their legally protected privacy interests, emotional distress, mental anguish, anxiety, anger, humiliation, loss of dignity and autonomy, loss of trust in their healthcare providers, and apprehension regarding future medical visits.

162. Plaintiff and Class Members are entitled to general, compensatory, and punitive damages in amounts to be proven at trial.

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands judgment in her favor and against Defendants on Count III, in an amount in excess of the compulsory arbitration limits of Allegheny County, including general, compensatory, and punitive damages, costs, and pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

COUNT IV
NEGLIGENCE
(On behalf of Plaintiff and the Class)

163. Plaintiff incorporates and re-alleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

164. Defendants owed Plaintiff and Class Members a duty of care arising from the physician–patient relationship and from Defendants' status as HIPAA-covered entities, including a duty to safeguard the confidentiality of Plaintiff's and Class Members' medical information and to exercise reasonable care in selecting, configuring, and deploying any third-party technology that would capture, transmit, or process confidential physician–patient communications. That standard of care is informed by the heightened confidentiality Pennsylvania law affords mental health and drug and alcohol treatment information. *See* 50 P.S. § 7111; 71 P.S. § 1690.108.

165. This duty arises independently of any contract between the parties. It arises from Defendants' collection of sensitive personal and medical information that they required patients to provide as a condition of receiving care, from Defendants' federal regulatory obligations as HIPAA-covered entities, and from the confidential nature of the physician–patient relationship recognized at Pennsylvania common law, and not from any bargained-for expectation under a

contract for medical services. *See Dittman v. UPMC*, 196 A.3d 1036 (Pa. 2018). Plaintiff's and Class Members' injuries are personal and dignitary in nature, not purely economic losses arising from disappointed contractual expectations.

166. Defendants breached that duty by deploying the Abridge ambient AI recording system without: (a) implementing an encounter-specific, all-party informed consent protocol; (b) providing meaningful pre-visit notice to patients; (c) obtaining written, regulation-compliant authorizations before disclosing medical information to Abridge AI, Inc.; (d) vetting or auditing Abridge AI, Inc.'s data-retention, access, and model-training practices; and (e) implementing a functioning mechanism by which patients could obtain deletion of recordings and transcripts containing their medical information.

167. AHN's duty of care, arising from the physician–patient relationship, encompassed Plaintiff's emotional well-being. A provider seeing a patient for mental health and substance use conditions knows that the unauthorized disclosure of what she says in the exam room is likely to cause her serious emotional harm. Pennsylvania permits recovery for emotional distress, without physical impact, where a defendant negligently breaches a duty arising from such a special relationship. *See Toney v. Chester Cnty. Hosp.*, 961 A.2d 192 (Pa. Super. 2008) (en banc), *aff'd by an equally divided court*, 36 A.3d 83 (Pa. 2011).

168. As a direct and proximate result of Defendants' breach, Plaintiff's and Class Members' confidential medical communications were intercepted, transmitted to a third-party vendor, and processed and retained outside Defendants' control without Plaintiff's or Class Members' knowledge or consent.

169. As a direct and proximate result of Defendants' negligence, Plaintiff and Class Members suffered damages, including invasion of privacy, loss of control over confidential

medical information, diminution in the value of that information, emotional distress, anxiety, embarrassment, humiliation, frustration, and the increased and ongoing risk that their medical information will be further disclosed, accessed, or used without authorization, all in an amount to be proven at trial.

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands judgment in her favor and against Defendants on Count IV, in an amount in excess of the compulsory arbitration limits of Allegheny County, including compensatory damages, costs, and pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

COUNT V
BREACH OF IMPLIED CONTRACT
(On behalf of Plaintiff and the Class)

170. Plaintiff incorporates and re-alleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

171. By accepting Plaintiff and Class Members as patients and undertaking to provide medical treatment, Defendants entered into an implied contractual relationship with Plaintiff and Class Members that included an implied promise to maintain the confidentiality of information disclosed in the course of treatment and to comply with applicable state and federal law governing the privacy of medical information, including HIPAA and Pennsylvania law. The implied contract was not reduced to writing; it arose from the parties' conduct and the physician–patient relationship.

172. Plaintiff and Class Members provided consideration in the form of payment (directly or through insurance) for medical services, and disclosed sensitive personal and medical information, in reliance on Defendants' implied promise of confidentiality, a promise reflected in the standard of confidentiality universally understood to govern the physician–patient relationship.

173. Defendants breached that implied contract by recording Plaintiff's and Class Members' confidential medical communications and disclosing them to Abridge AI, Inc. and its personnel without Plaintiff's or Class Members' informed consent and without the safeguards that Defendants impliedly promised to maintain.

174. Plaintiff and Class Members performed all conditions, covenants, and promises required of them under the implied contract, except to the extent such performance was excused or prevented by Defendants' conduct.

175. As a direct and proximate result of Defendants' breach, Plaintiff and Class Members were damaged in an amount to be proven at trial, including the diminished value of the medical services for which they paid and the loss of the confidentiality that was a fundamental and bargained-for component of those services.

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands judgment in her favor and against Defendants on Count V, in an amount in excess of the compulsory arbitration limits of Allegheny County, including compensatory damages, costs, and pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

COUNT VI
UNJUST ENRICHMENT
(On behalf of Plaintiff and the Class)

176. Plaintiff incorporates and re-alleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

177. This claim is pleaded in the alternative to Plaintiff's claim for breach of implied contract and her other causes of action.

178. Plaintiff and Class Members conferred a benefit on Defendants by providing the confidential medical information that Defendants used, through the Abridge platform, to generate

operational and financial benefits, including reduced clinician documentation time, improved billing capture, and other cost savings and efficiencies Defendants would not otherwise have realized, and, for Highmark, faster and less costly prior authorization and greater insight into its health-plan members.

179. Defendants appreciated, knew of, and voluntarily accepted and retained that benefit, making it inequitable for Defendants to retain it without payment of its value, given that the benefit was obtained through the unauthorized recording, transmission, and disclosure of Plaintiff's and Class Members' confidential medical information, without informed consent and in violation of the statutory and common-law duties described above. Accordingly, this benefit was conferred on Defendants to Plaintiff's and Class Members' detriment.

180. Plaintiff and Class Members have no adequate remedy at law to the extent any of their claims sounding in tort or statute are found not to fully compensate them for the benefit Defendants obtained at their expense.

181. As a direct and proximate result of Defendants' conduct, Defendants have been unjustly enriched at the expense of Plaintiff and Class Members, and principles of justice, equity, and good conscience require Defendants to provide restitution and disgorgement of the amount by which they were unjustly enriched.

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands judgment in her favor and against Defendants on Count VI, in an amount in excess of the compulsory arbitration limits of Allegheny County, including restitution and disgorgement, costs, and pre- and post-judgment interest, and such other and further relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for judgment against Defendants as follows:

1. An Order certifying the Class and appointing Plaintiff and her Counsel to represent the Class;

2. A declaration that Defendants' recording, interception, disclosure, and use of Plaintiff's and Class Members' confidential medical communications through the Abridge platform, as alleged herein, violated the Pennsylvania Wiretapping and Electronic Surveillance Control Act;

3. Injunctive relief requested by Plaintiff, including, but not limited to, injunctive and other equitable relief as is necessary to protect the interests of Plaintiff and Class Members;

4. An award of actual, consequential, statutory, liquidated, punitive, and nominal damages, as allowed by law, in an amount to be determined at trial;

5. Restitution and disgorgement of all amounts by which Defendants were unjustly enriched;

6. An award of attorneys' fees, costs, and litigation expenses, as allowed by law;

7. Pre-judgment and post-judgment interest on all amounts awarded, as allowed by law; and

8. All such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims so triable.

Dated: November 3, 2026

Respectfully submitted,

/s/ Alexander J. Garcia
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**Pro Hac Vice* Forthcoming

Attorneys for Plaintiff and the Proposed Class

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Alexander J. Garcia
Alexander J. Garcia (PA ID No. 329876)

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

H.R., *individually and on behalf of all others similarly situated*, Plaintiff, v. ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH, Defendants.	CIVIL DIVISION – CLASS ACTION No. **PLAINTIFF'S MOTION FOR LEAVE TO PROCEED UNDER A PSEUDONYM** Filed on Behalf of Plaintiff H.R. Counsel of Record for this Party: Alexander J. Garcia (PA ID No. 329876) **SIRI & GLIMSTAD LLP** 1650 Market St., Ste. 3600 #17136373 Philadelphia, PA 19103 P: (212) 532-1091 agarcia@sirillp.com Phillip J. Krzeski* Christopher P. Renz* Tara D. Baker* **CHESTNUT CAMBRONNE PA** 100 Washington Ave. S, Unit 1700 Minneapolis, MN 55401 pkrzeski@chestnutcambronne.com crenz@chestnutcambronne.com tdbaker@chestnutcambronne.com **Pro Hac Vice* Forthcoming

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

H.R., *individually and on behalf of all others similarly situated*, Plaintiff, v. ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH, Defendants.	CIVIL DIVISION – CLASS ACTION No.

PLAINTIFF'S MOTION FOR LEAVE TO PROCEED UNDER A PSEUDONYM

Plaintiff H.R. ("Plaintiff"), by and through her undersigned counsel, moves under the Court's inherent authority to control its proceedings and records for leave to proceed in this action under the pseudonym "H.R.," and for the related relief described below. In support, Plaintiff states as follows:

I. INTRODUCTION

1. This class action concerns the confidentiality of what patients say to their clinicians. Plaintiff alleges that Defendants recorded patients' private exam-room conversations through the Abridge ambient artificial-intelligence tool and transmitted those recordings to an outside company, Abridge AI, Inc., without the consent Pennsylvania law requires. Compl. ¶¶ 1–5.

2. Plaintiff sought care on numerous occasions from Defendant-affiliated providers, including multiple recorded visits from October 2024 through June 2026, wherein Plaintiff discussed her mental health, her addiction, and related treatment with her providers. Compl. ¶¶ 10–15.

3. Plaintiff asks only that her name be kept out of the public record. Defendants have her medical records and will receive her identity from counsel. Every allegation, argument, and ruling in this case will remain public. What Plaintiff seeks to avoid is having her name permanently attached, in a searchable public docket, to her mental health care and her treatment for addiction. Requiring that would inflict the very harm this lawsuit challenges: the exposure of her most sensitive health information to people who have no reason to know it.

II. FACTUAL BACKGROUND

4. Plaintiff sought care on or about October 29, 2024, November 5, 2024, November 26, 2024, January 15, 2025, March 24, 2025, April 21, 2025, May 5, 2025, June 16, 2025, November 7, 2025, December 17, 2025, and June 1, 2026, from providers, including Heidi Green, PA-C, and Dr. Ronald Maceyko at AHN facilities. Compl. ¶ 10.

5. Behind the closed door of a private exam room, she discussed her mental health, her addiction, and related treatment with her providers.[1] *Id.* ¶¶ 13–15. Upon information and belief, the Abridge tool captured that discussion in full and transmitted it to Abridge AI, Inc. *Id.* ¶¶ 15–16.

6. Plaintiff has kept these facts private. Plaintiff has not been identified by name in any filing in this action; the Complaint identifies her only by her initials.

7. Plaintiff remains in active treatment and recovery. She believes that public exposure of her mental health care and substance use history would set back that recovery.

8. If Plaintiff is not permitted to proceed under a pseudonym, she would likely withdraw from this action rather than publicly disclose her psychiatric and substance use history.

[1] Plaintiff expects that Defendants will agree upon the truth of general facts about Plaintiff's course of treatment.

9. Plaintiff will disclose her full name to Defendants' counsel promptly after they appear, for use only in this litigation. She has also signed a verification of the Complaint in her true name, which she asks leave to file under seal.

III. LEGAL STANDARD

10. Pennsylvania recognizes a common law presumption that judicial proceedings and records are open to the public. *R.W. v. Hampe*, 626 A.2d 1218, 1220 (Pa. Super. 1993). That presumption "has not been held to be absolute." *Commonwealth v. Fenstermaker*, 530 A.2d 414, 420 (Pa. 1987); *accord Hutchison v. Luddy*, 581 A.2d 578, 582 (Pa. Super. 1990) (recognizing both common law and constitutional rights of access to civil proceedings). A party seeking protection from public disclosure must show good cause, meaning that the protection is necessary to prevent a clearly defined and serious injury to that party. *A.A. v. Glicken*, 237 A.3d 1165, 1170 (Pa. Super. 2020); *Hampe*, 626 A.2d at 1221.

11. Pennsylvania trial courts nonetheless have allowed plaintiffs to proceed under fictitious names while filing a verification bearing their true names under seal. *See Doe v. Zarkin*, 40 Pa. D. & C.4th 100 (C.P. Dauphin 1998) (holding that Pa.R.C.P. 1024 does not prohibit fictitious names where the defendant was "already privy to the identity of plaintiffs," and directing that verifications be "signed using plaintiffs' legal names, yet placed under seal to be viewed, if necessary, only by the judge").

12. In applying the presumption of openness, Pennsylvania courts draw on the Third Circuit's access jurisprudence. *See Hampe*, 626 A.2d at 1220–21 (relying on *Publicker Indus., Inc. v. Cohen*, 733 F.2d 1059 (3d Cir. 1984), and *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hotel Rittenhouse Assocs.*, 800 F.2d 339 (3d Cir. 1986)). The Third Circuit's test for pseudonymity offers a useful, persuasive framework for applying the good-cause standard. A litigant may proceed under a

pseudonym upon showing "both (1) a fear of severe harm, and (2) that the fear of severe harm is reasonable." *Doe v. Megless*, 654 F.3d 404, 408 (3d Cir. 2011) (citation omitted). The court then weighs the following non-exhaustive factors, *id.* at 409–10:

> Factors favoring anonymity: (1) "the extent to which the identity of the litigant has been kept confidential"; (2) "the bases upon which disclosure is feared or sought to be avoided, and the substantiality of these bases"; (3) "the magnitude of the public interest in maintaining the confidentiality of the litigant's identity"; (4) "whether, because of the purely legal nature of the issues presented or otherwise, there is an atypically weak public interest in knowing the litigant's identities"; (5) "the undesirability of an outcome adverse to the pseudonymous party and attributable to his refusal to pursue the case at the price of being publicly identified"; and (6) "whether the party seeking to sue pseudonymously has illegitimate ulterior motives."
>
> Factors disfavoring anonymity: (1) "the universal level of public interest in access to the identities of litigants"; (2) "whether, because of the subject matter of this litigation, the status of the litigant as a public figure, or otherwise, there is a particularly strong interest in knowing the litigant's identities, beyond the public's interest which is normally obtained"; and (3) "whether the opposition to pseudonym by counsel, the public, or the press is illegitimately motivated."

13. Courts have long recognized that cases involving "mental illness" are among those in which pseudonyms are appropriate. *Id.* at 408 (quoting *Doe v. Borough of Morrisville*, 130 F.R.D. 612, 614 (E.D. Pa. 1990)).

IV. ARGUMENT

A. Plaintiff Faces a Reasonable Fear of Severe Harm.

14. This is not a case of ordinary embarrassment. The facts Plaintiff would be forced to attach to her name are her treatment for addiction and her mental health care. Few facts about a

person carry more stigma, and few are more likely to follow a person permanently once they appear in a searchable public record.[2]

15. Pennsylvania law reflects the same judgment. The General Assembly has made records of a person's mental health treatment confidential, 50 P.S. § 7111(a), and has likewise protected records of drug and alcohol treatment, 71 P.S. § 1690.108. Federal law imposes heightened confidentiality on substance use disorder treatment records. 42 U.S.C. § 290dd-2; 42 C.F.R. pt. 2. Plaintiff did not waive those protections by suing to enforce her privacy. It would be anomalous to hold that she must surrender them, publicly and permanently, as the price of asking a court to enforce them.

16. The harms Plaintiff fears are concrete and reasonable. She is continuing her mental health care and remains in recovery. Public identification would expose her to stigma in her employment and personal relationships, and it would threaten the recovery that her ongoing care is meant to protect. Courts have recognized that the stigma attached to addiction supports pseudonymity. *See Smith v. U.S. Off. of Pers. Mgmt.*, No. 2:13-cv-5235, 2014 U.S. Dist. LEXIS 203893, at *4 (E.D. Pa. Jan. 21, 2014) (plaintiff's "reasonable fears about the status of his current hearing and future job prospects if his addiction is revealed" supported pseudonymity); *J.J. v. Ashlynn Mktg. Grp., Inc.*, No. 24-cv-00311-GPC-MSB, 2024 U.S. Dist. LEXIS 227215, at *4–5 (S.D. Cal. Dec. 16, 2024) (permitting pseudonyms to "prevent the public—particularly prospective employers—from learning of Plaintiffs' addictions with simple Google searches"). Mental illness

[2] *See, e.g.*, Rachel Hammarlund et al., *Review of the Effects of Self-Stigma and Perceived Social Stigma on the Treatment-Seeking Decisions of Individuals with Drug- and Alcohol-Use Disorders*, 9 Substance Abuse & Rehab. 115 (2018), https://pmc.ncbi.nlm.nih.gov/articles/PMC6260179/; Abigail W. Batchelder et al., *The Shame Spiral of Addiction: Negative Self-Conscious Emotion and Substance Use*, 17 PLOS ONE e0265480 (2022), https://pmc.ncbi.nlm.nih.gov/articles/PMC8932605/.

is likewise a recognized basis for proceeding anonymously. *Megless*, 654 F.3d at 408; *Doe v. Provident Life & Accident Ins. Co.*, 176 F.R.D. 464, 468 (E.D. Pa. 1997).

B. Plaintiff Has Kept Her Identity Confidential, and Disclosing It Would Inflict the Very Injury This Action Seeks to Remedy.

17. Plaintiff has never been publicly identified in this action. The Complaint uses only her initials, and she has refrained from sharing her history with others. The first *Megless* factor therefore weighs in her favor.

18. More fundamentally, this lawsuit challenges the unauthorized disclosure of patients' confidential health information. Requiring Plaintiff to identify herself would compound that injury by exposing the same information to the general public. Courts presiding over health privacy litigation have permitted pseudonyms for exactly this reason. *See In re Meta Pixel Healthcare Litig.*, No. 22-cv-03580-WHO, 2025 U.S. Dist. LEXIS 45310, at *11–12 (N.D. Cal. Mar. 12, 2025) ("Requiring plaintiffs to proceed using their actual names . . . will arguably cause a further and greater privacy intrusion.").

C. The Public Interest Favors Permitting Plaintiff to Proceed Under a Pseudonym.

19. *First*, Plaintiff seeks to represent a class of patients whose confidential conversations were recorded. Class Members benefit from a representative who can pursue their claims without being forced to expose her own psychiatric history.

20. *Second*, denying pseudonymity would deter others from vindicating their privacy rights. Patients whose confidential health information has been disclosed would have to choose between forgoing a remedy and suffering a second, self-inflicted disclosure on a public docket. *See Provident Life*, 176 F.R.D. at 468 ("A ruling by this Court, denying plaintiff the use of a pseudonym, may deter other people who are suffering from mental illnesses from suing in order

to vindicate their rights, merely because they fear that they will be stigmatized in their community if they are forced to bring suit under their true identity.").

21. *Third*, the public's interest lies in the substance of this case, not in Plaintiff's name. Plaintiff's conditions will be relevant to the merits, including whether the intrusion was highly offensive and the nature of her emotional harm. Withholding her name keeps those facts and the Court's rulings fully public. Redacting her diagnoses instead would leave the public knowing less about the case. Because the issues are largely systemic, there is an atypically weak public interest in knowing her identity. *See Megless*, 654 F.3d at 409.

22. Plaintiff is not a public figure. Her request has no illegitimate motive: she seeks only to protect the same confidential information whose disclosure gave rise to this action.

D. Defendants Will Suffer No Prejudice.

23. Defendants have Plaintiff's medical records, and Plaintiff will disclose her identity to their counsel upon appearance. Defendants will be able to investigate her claims and take full discovery as if she were litigating under her own name. Plaintiff seeks only to shield her identity from the public. If circumstances change, any party may ask the Court to revisit this ruling.

V. RELIEF REQUESTED

WHEREFORE, Plaintiff H.R. respectfully requests that the Court enter the attached proposed Order (a) granting her leave to proceed in this action under the pseudonym "H.R."; (b) directing that all parties refer to her as "H.R." in all public filings and proceedings, and redact her name and personal identifying information from any public filing; (c) granting her leave to file under seal a verification of the Complaint bearing her true name; (d) directing Plaintiff to disclose her true name to Defendants' counsel within seven days after their appearance, for use solely in this litigation; and (e) granting such other relief as the Court deems just.

Dated: November 3, 2026

Respectfully submitted,

/s/ Alexander J. Garcia

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Attorneys for Plaintiff and the Proposed Class

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Alexander J. Garcia
Alexander J. Garcia (PA ID No. 329876)

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Motion and proposed Order will be submitted for personal service through the Allegheny County Sheriff's Office upon the following:

Allegheny Health Network
120 Fifth Avenue, Suite 2900
Pittsburgh, PA 15222

Highmark Health
120 Fifth Avenue, #5
Pittsburgh, PA 15222

/s/ Alexander J. Garcia
Alexander J. Garcia (PA ID No. 329876)

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

H.R., *individually and on behalf of all others similarly situated*, Plaintiff, v. ALLEGHENY HEALTH NETWORK and HIGHMARK HEALTH, Defendants.	CIVIL DIVISION – CLASS ACTION No.

ORDER OF COURT

AND NOW, this ____ day of _____, 2026, upon consideration of Plaintiff's Motion for Leave to Proceed Under a Pseudonym, and any response thereto, it is hereby ORDERED that the Motion is GRANTED, as follows:

1. Plaintiff may proceed in this action under the pseudonym "H.R."
2. All parties shall refer to Plaintiff as "H.R." in all public filings and proceedings and shall redact Plaintiff's name and personal identifying information from any public filing.
3. Plaintiff is granted leave to file under seal a verification of the Complaint bearing her true name. The Department of Court Records shall maintain that verification under seal pending further order of Court.
4. Within seven (7) days after Defendants' counsel enter their appearance, Plaintiff shall disclose her true name to Defendants' counsel, who shall use it solely for purposes of this litigation.

BY THE COURT:

_____, J.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Allegheny Health Network, Highmark Health Used AI Documentation Tool Without Consent, Class Action Suit Claims

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