

RON RHEINGOLD

: IN THE SUPERIOR COURT OF
: PENNSYLVANIA

v.

AMGUARD INSURANCE COMPANY

Appellant

: No. 1123 MDA 2025

Appeal from the Order Entered July 14, 2025

In the Court of Common Pleas of Luzerne County Civil Division at No(s):
202302763

BEFORE: KUNSELMAN, J., LANE, J., and FORD ELLIOTT, P.J.E.*

OPINION BY LANE, J.:

FILED: SEPTEMBER 16, 2026

AmGuard Insurance Company (“AmGuard”) appeals from the discovery order directing it to produce certain documents. We hold that AmGuard has failed to meet its burden of demonstrating, with sufficient analysis of the particular documents, that they are protected from disclosure under the attorney-client privilege attorney work product doctrine. Accordingly, we affirm.

We glean the following factual allegations from the complaint of the plaintiff, Ron Rheingold (“Rheingold”). AmGuard is a corporation with its principal place of business in Luzerne County, and does business in the State of California as a commercial automobile liability insurer. In January 2018, AmGuard issued a commercial automobile insurance policy to Reingold in California. Ten days thereafter, Rheingold was in a three-car collision and

* Retired Senior Judge assigned to the Superior Court.

suffered serious bodily injury, including neck, back, and shoulder pain, as well as loss of earnings. “The driver who rear-ended Rheingold” had liability insurance coverage of \$15,000 per injured person, and ultimately Rheingold settled his claims against this driver for \$15,000. Complaint in Civil Action, 5/18/23, at ¶¶ 12, 25.

In August 2019, Rheingold, represented by counsel, made a policy demand on AmGuard for the full amount of his uninsured/underinsured motorist (“UIM”) benefit, \$1,000,000. In December 2019, Rheingold “received notice that the law firm of Kennedy & Souza, APC would be representing AmGuard regarding the underinsurance matter.” *Id.* at ¶ 30 (unnecessary capitalization omitted). On the same day, Rheingold requested arbitration of his insurance claim. Fourteen months later, in March 2021, AmGuard offered Rheingold \$100,000 to settle his UIM claim. In a brief filed in the arbitration process, AmGuard averred “that Rheingold’s injuries were ‘not causally connected’ to the [automobile] collision and that Rheingold’s medical expenses and loss of earnings and earning capacity were . . . exaggerated.” *Id.* at ¶ 50.

In July 2021, following a hearing, the arbitrator entered a final award to Rheingold of \$985,000, representing his UIM policy limit less \$15,000 paid by

the underinsured driver's policy.¹ The arbitrator also awarded attorneys' fees and costs. A California court confirmed the arbitration award and entered judgment against AmGuard, and AmGuard has satisfied this judgment.

Subsequently, Rheingold filed the instant action in Luzerne County. He pleaded breach of contract and bad faith, averring that AmGuard: failed to "objectively and fairly . . . evaluate" his insurance claim; and failed to "promptly . . . offer payment of the reasonable and fair value of the claim." ***Id.*** at ¶¶ 63-64. Rheingold also raised, in the alternative, a claim of bad faith under California law.

In discovery, Rheingold requested various documents to, *inter alia*, "seek information regarding . . . the company procedures for evaluating [UIM] claims, [whether they were] followed, who participated in AmGuard's decision to value [his] UIM claim at [\$100,000] and to reject the [\$1,000,000] policy limits demand, and why." Rheingold's Motion to Compel AmGuard to File Amended Privilege Logs, 3/3/25, at ¶ 2. AmGuard responded and provided, *inter alia*, a four-page privilege log, setting forth a table of withheld documents. Pertinently, the last page indicated that it withheld 379 documents, which spanned more than 2,000 pages, pursuant to the attorney-client privilege and attorney work product doctrine. The log grouped these

¹ According to Rheingold's complaint, the arbitrator had also determined "that the dollar value of the damages recoverable from the uninsured motorist, based upon the evidence submitted," was \$5,240,000. Complaint in Civil Action, 5/18/23, at ¶ 57.

documents into five rows. By way of example, the first row: encompassed 250 documents; indicated that they spanned 1,538 pages; described them as “email correspondence;” provided the “date” as “12/12/2019 – 08/01/2022;” and stated, under the heading, “Subject Matter,” “Communication and related attachments with outside counsel providing, requesting or reflecting legal advice regarding underlying action or in connection with the coverage dispute giving rise to this action.” Privilege Log at 4, Exh. 2 to Rheingold’s Brief in Support of Motion to Compel Discovery - Production of Documents, 9/9/24 (“Privilege Log”) (unnecessary capitalization omitted). The remaining four rows set forth these descriptions under “Subject Matter:” (1) “documents . . . prepared by outside counsel regarding coverage issues and legal strategy, including advise [*sic*] from outside coverage counsel;” (2) “documents pertaining to the retention, reserves for and/or payment of outside counsel;” (3) “documents and/or communication pertaining to the selection, rates, retention and/or payment of experts by outside counsel;” and (4) “internal documents and/or communication containing information prepared by, at the direction of, or on behalf of counsel in connection with the coverage dispute giving rise to this action.” ***Id.*** (unnecessary capitalization omitted).

Rheingold filed motions to compel AmGuard’s production of documents, as well as answers to interrogatories. AmGuard filed responses in opposition. Rheingold also filed a motion to compel AmGuard to file an amended privilege log, arguing the log: provided “only general descriptions of broad categories

of documents;" made "no effort to set forth information regarding anything other than the generic type of communication, *i.e.* email correspondence[,] fail[ed] completely to identify the author[,] recipients, or the dates of each communication;" and failed "to provide anything more than a cursory description of the subject matter of the general groups of communications." Rheingold's Motion to Compel AmGuard to File Amended Privilege Logs, 3/3/25, at ¶¶ 14-16. AmGuard filed a response, asserting that its privilege log was sufficiently detailed, and that it had provided more than 600 pages of non-privileged records.

The trial court appointed a special discovery master (the "discovery master") and scheduled a hearing before him.² Meanwhile, AmGuard filed a motion for the trial court to conduct *in camera* review of the withheld documents, to determine whether the attorney-client privilege and attorney work product doctrine apply. The court agreed to perform *in camera* review.

On July 2, 2025, the parties appeared before the discovery master on Rheingold's motion to compel AmGuard to file an amended privilege log.³ Rheingold argued all of the following. AmGuard's privilege log was "materially

² The appointed discovery master was the Honorable Joseph Van Bura (Retired).

³ At this hearing, Rheingold stated that the trial court was separately considering an issue raised by AmGuard — "whether attorney-client privilege . . . is appropriate . . . with a [UIM] arbitration and subsequent bad faith case." N.T., 7/2/25, at 3.

deficient” in providing information to the trial court to determine whether the attorney-client privilege applied to each document. N.T., 7/2/25, at 5. In contravention of ***Fisher v. Erie Ins. Exch.***, 258 A.3d 451 (Pa. Super. 2021) (*en banc*), the privilege log did not identify the author, recipient, date, or length of any document. Thus, it was “impossible” to discern whether any email went to a third party, which would have resulted in AmGuard waiving the privilege. ***Id.*** Additionally, each document should have “its own separate entry,” and it was improper to “do a global grouping.” ***Id.*** at 7. In sum, Rheingold asserted the privilege log did not “accurately describe[] what is being withheld and why it is being withheld:” “There’s just no way to tell.” ***Id.*** at 9, 17. Furthermore, Rheingold challenged the third and fourth rows of the privilege log: “documents pertaining to the . . . payment of outside counsel” and “payment of experts by outside counsel.” ***Id.*** at 28, 32. Rheingold disputed that “payment of outside counsel would be [privileged] information.” ***Id.*** at 8.

AmGuard responded that the prior arbitration procedure was a legal proceeding, which resulted in a California court order, “and any information, communications, mental impressions” by its counsel “in anticipation of litigation,” was protected by the attorney-client privilege and work product doctrine. N.T., 7/2/25, at 21. AmGuard claimed that Pennsylvania had no “set rule or form [dictating] the format of a privilege log,” nor any rule requiring “who the communications were between.” ***Id.*** at 33. In any event,

AmGuard maintained that the log identified “outside counsel as the party being involved in those documents.” ***Id.*** at 37. AmGuard insisted that here, it provided “the document type, the Bates number, description, the date range, privilege basis, subject matter, as well as the number of documents that were withheld,” and “any additional information beyond this could [have] potentially” waived the privilege. ***Id.*** at 33-34. With respect to payment of its California attorneys’ fees, AmGuard asserted that “legal bills contain narratives as to what actions . . . were done by these attorneys . . . in the underlying UIM arbitration.” ***Id.*** at 29.

Meanwhile, the trial court conducted *in camera* review of the withheld documents. On July 14, 2025, it issued the underlying order, which directed AmGuard to provide all of the documents to Rheingold within thirty days.

AmGuard filed a timely notice of appeal, averring that the underlying order was appealable under Pa.R.A.P. 313 and the collateral order doctrine. The trial court has issued a brief Pa.R.A.P. 1925(a) opinion.⁴ This Court initially issued a rule on AmGuard to show cause as to how the order satisfied the collateral order doctrine. AmGuard filed a written response. This Court discharged the rule to show cause but advised the parties that this merits panel may revisit the issue.

⁴ The trial court did not direct AmGuard to file a Pa.R.A.P. 1925(b) statement of errors complained of on appeal.

On appeal, AmGuard presents the following issue for our review: “Did the trial court err in its July 14, 2025 order when it compelled [AmGuard] to produce documents protected by the attorney-client privilege and work-product doctrine?” AmGuard’s Brief at 3 (unnecessary capitalization omitted).

First, we review whether this appeal is properly before us. Generally, “[a]n appeal may be taken only from a final order unless otherwise permitted by statute or rule.” **Perelman v. Perelman**, 259 A.3d 1000, 1005 (Pa. Super. 2021); **see also** Pa.R.A.P. 341(b)(1) (defining a “final order” as one that “disposes of all claims and of all parties”). Collateral orders are an exception to this general rule. **See** Pa.R.A.P. 313(a). Rule of Appellate Procedure 313 defines a collateral order as “an order separable from and collateral to the main cause of action where the right involved is too important to be denied review and the question presented is such that if review is postponed until final judgment in the case, the claim will be irreparably lost.” Pa.R.A.P. 313(b). This Court has “recognized that an appellant’s colorable claim of attorney-client and attorney work-product privilege can establish the propriety of immediate appellate review.” **Perelman**, 259 A.3d at 1006 (some citations omitted). “Whether an order is appealable under the collateral order doctrine under Pa.R.A.P. 313 is a question of law, subject to a *de novo* standard of review, and the scope of review is plenary.” **Fisher**, 258 A.3d at 459 (citation omitted).

Here, AmGuard avers that the underlying discovery order directed it to produce documents protected by the attorney-client privilege and the attorney work product doctrine. This “colorable claim” sufficiently invokes our jurisdiction under the collateral order doctrine. **Perelman**, 259 A.3d at 1006; **see also** Pa.R.A.P. 313(b). Accordingly, we proceed to review the merits of AmGuard’s claim — that the trial court erred in ordering it to produce the documents.

We consider the applicable standard of review:

“Generally, on review of an order concerning discovery, an appellate court applies an abuse of discretion standard. To the extent that the question involves a pure issue of law, our scope . . . of review [is] plenary.” “The trial court is responsible for ‘[overseeing] discovery between the parties and therefore it is within that court’s discretion to determine the appropriate measure necessary to insure adequate and prompt discovering of matters allowed by the Rules of Civil Procedure.’”

Perelman, 259 A.3d at 1007 (citations omitted).

Section 5928 of the Pennsylvania Judicial Code⁵ defines the attorney-client privilege as follows: “In a civil matter counsel shall not be competent or permitted to testify to confidential communications made to him by his client, nor shall the client be compelled to disclose the same, unless in either case this privilege is waived upon the trial by the client.” 42 Pa.C.S.A. § 5928.

“The work product doctrine is not a privilege, but rather a rule embodied in Pa.R.Civ.P. 4003.3. It is not uncommon however, to see the doctrine also

⁵ **See** 42 Pa.C.S.A. § 101-9914.

referred to as a privilege.” **Fisher**, 258 A.3d at 460 n.6 (citations omitted).

Rule 4003.3 provides:

Unlike the attorney-client privilege, the work-product privilege “does not necessarily involve communications with a client.” Pennsylvania Rule of Civil Procedure 4003.3 governs attorney work product as follows:

[Generally,] a party may obtain discovery of any matter discoverable under Rule 4003.1[, governing the scope of discovery generally,] even though prepared in anticipation of litigation or trial by or for another party or by or for that other party’s representative, including his or her attorney, consultant, surety, indemnitor, insurer or agent. **The discovery shall not include disclosure of the mental impressions of a party’s attorney or his or her conclusions, opinions, memoranda, notes or summaries, legal research or legal theories.** With respect to the representative of a party other than the party’s attorney, discovery shall not include disclosure of his or her mental impressions, conclusions or opinions respecting the value or merit of a claim or defense or respecting strategy or tactics.

Perelman, 259 A.3d at 1008 (*quoting* Pa.R.Civ.P. 4003.3) (emphasis added).

We have explained:

The party asserting privilege against discovery of requested materials bears the burden of proof of demonstrating that the materials are protected from disclosure[, and]

. . . must initially set forth facts showing that the privilege has been properly invoked[.] Once the invoking party has made the appropriate proffer, then the burden shifts to the party seeking disclosure to set forth facts showing that disclosure should be compelled either because the privilege has been waived or because an exception to the privilege applies.

[I]f the party asserting the privilege does not produce sufficient facts to show that the privilege was properly invoked, then the

burden never shifts to the other party, and the communication is not protected under attorney-client privilege.

Fisher, 258 A.3d at 461 (citations and quotation marks omitted).

“The privilege log is the primary source for determining whether attorney-client privilege or work-product privileges apply.” **Id.** at 462 (citation omitted).

When responding to written interrogatories or document production requests, our rules do not *per se* require the production of a privilege log when a responding party asserts privilege as a basis to object to production. **See** Pa.R.Civ.P. 4006[,], 4009.12[.] Nonetheless, . . . when privilege is asserted, the responding party bears the burden of proving the materials are protected from disclosure. The preparation of a privilege log provides an acceptable format in which to identify documents, the applicable privilege, and the reason for the privilege claimed.

Id. at 461 n.8.

Where the log alone does not permit meaningful analysis of the underlying claim or the scope of the asserted privilege, *in camera* review is available. **See** Pa.R.C.P. 4003.3. As we [have] acknowledged . . . , “[i]n camera review is a valuable tool for determining the validity of privilege claims, and in many instances, it is difficult to make an informed decision regarding privilege without such an inspection.”

Id. at 462 (citation omitted).

In **Fisher**, the plaintiffs/insureds filed a breach of contract and bad faith suit against their insurance company, challenging the latter’s handling of a UIM claim. **Fisher**, 258 A.3d at 456. In discovery, the plaintiffs requested “all documentation reflecting any investigation, evaluation and/or valuation of [the plaintiffs’] claims for [UIM] coverage authored, prepared by or obtained by” the insurance company’s attorneys. **Id.** Ultimately, the insurance

company produced a privilege log for the trial court's review. **See id.** at 460. The trial court found that it was "unable to resolve the protected claims," and thus directed the insurance company "to produce the objected-to materials for an *in camera* inspection." **Id.** at 461. The insurance company appealed from this order.⁶

Relevantly, an *en banc* panel of this Court determined that the privilege log was deficient:

[T]he log simply list[ed] numbers of documents, the subject of the document, and the privilege basis, all in cursory fashion. For instance, subjects of documents include "Strategy/tactics," "Attorney client privilege," or "Value/merit" and the privilege basis is simply "MI" ("mental impressions, conclusion or opinions respecting the value or merit of a claim or defense or respecting strategy or tactics") or "AC" (attorney client privilege).

Id. at 461-62.

The Court determined:

This privilege log offered no value to help determine the veracity of [the insurance company's] claims of privilege or work-product.

[The privilege] log does not identify which of the seventeen requests the arbitrarily withheld documents would apply [*sic*]. [The] log does not identify any author of the documentation[,], the recipient[, or even] the dates of any of the documents withheld.

Id. at 462. Accordingly, this Court held that the insurance company

⁶ On appeal, this Court ultimately concluded this order — which directed the production of documents for *in camera* review only, and not for disclosure to another party — was not appealable under the collateral order doctrine. **See Fisher**, 258 A.3d at 467-68. However, in reaching this conclusion, this Court considered the sufficiency of the privilege log, which determined the trial court's ability to resolve the claims of privilege. **See id.** at 460.

failed to meet its burden to assert facts establishing either an attorney-client or a work product privilege with respect to any of the documents at issue. In other words, as the party claiming privilege, [the insurance company] did not produce sufficient facts to demonstrate that the privilege was properly invoked. Therefore, the burden of proof never shifted to the [plaintiffs].

Id. (citations omitted).

In the instant appeal, AmGuard avers the following. The prior arbitration process in California was an adversarial legal proceeding, in which both AmGuard and Rheingold “retained counsel to present their positions before a neutral decision-maker whose ruling would bind them.” AmGuard’s Brief at 13-14. The “attorneys developed strategy, gathered information, and advised their clients,” and thus the attorney-client privilege and work product protections applied. ***Id.*** at 14. Furthermore, AmGuard and its counsel “were operating under California law and [anticipated] that its protections would apply to them.” ***Id.*** (citing Cal. Evid. Code § 954 (stating, *inter alia*, that “the client, whether or not a party, has a privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between client and lawyer if the privilege is claimed by [t]he holder of the privilege”)). “Pennsylvania law is in harmony.” ***Id.*** at 10. AmGuard maintains that it has not waived the attorney-client privilege because it has not raised, in this matter, a defense of relying on its prior counsel’s advice.

With respect to specific requests for documents, AmGuard summarizes that Rheingold’s “Request[s] for Production #16 [and] #17 asked,” respectively, for “[a]ll communications” between it and its prior counsel

“regarding all offers to settle the [UIM] action” and “regarding the value of the [UIM] action.” AmGuard’s Brief at 17 (unnecessary capitalization omitted).

AmGuard asserts:

These requests seek documents concerning communications between [AmGuard] and [its] legal counsel for the underlying UIM action. As indicated in both [AmGuard’s] Privilege Log and . . . Supplemental Responses, the documents sought . . . are privileged and AmGuard properly withheld them from discovery and as such, the trial court should have protected them from disclosure.

Id. (citations to reproduced record omitted).

In invoking the attorney work product doctrine, AmGuard alleges that the contested documents “were . . . created during the California UIM proceeding” and consist of: AmGuard’s counsel’s “mental impressions, conclusions, or opinions;” “attorney memoranda, notes, or summaries;” “counsel’s legal research or analysis;” and AmGuard’s “own evaluations of the strengths, weaknesses, and strategy related to the arbitration.” ***Id.*** at 20-21.

In its opinion, the trial court explained that it considered “extensive argument and briefing from the parties” and conducted an *in camera* review of the disputed discovery documents. Trial Court Opinion, 10/29/25, at unnumbered 2. The court reasoned, in sum:

[The court] found the documents to be relevant to the proceeding, discoverable and not privileged. The Court’s expansive review found the documents were not confidential nor subject to the attorney-client, work product privileges in this bad faith and contract action. The discovery sought was not overly broad and could reasonably be calculated to lead to admissible testimony. The request was not made in bad faith and did not constitute unreasonable annoyance as the court considered and balanced the

interest of all parties. **Berkeyheiser v. A-Plus Investigations, Inc.** 936 A.2d 1117 (Pa. Super 2007).^[7]

Id. (unnecessary capitalization omitted).

After careful review of the record and the parties' briefs, we affirm the trial court's order on the grounds that AmGuard has failed to meet its "burden of proof of demonstrating that the materials are protected from disclosure." **Fisher**, 258 A.3d at 461; **see also Perelman**, 259 A.3d at 1010 n.4 ("stating that this Court is not bound by rationale of trial court and may affirm on any basis"). Preliminarily, we reiterate that where a privilege "log alone does not permit meaningful analysis of the underlying claim or the scope of the asserted privilege," a trial court may conduct *in camera* review. **Fisher**, 258 A.3d at 462. Here, the trial court did so and concluded that neither the attorney-client privilege nor attorney work product doctrine applied. However, the trial court has not set forth any particular reasoning, with discussion of any document in detail, in support of this conclusion.

Nevertheless, on appeal, AmGuard has not addressed any particular document, by reference to its contents, date, author, recipient, or purpose, nor explained why either the attorney-client privilege or work product doctrine

⁷ The **Berkeyheiser** decision cited Pennsylvania Rule of Civil Procedure 4011, which provides in pertinent part: "No discovery or deposition shall be permitted which . . . (a) is sought in bad faith; [or] (b) would cause unreasonable annoyance, embarrassment, oppression, burden or expense to the deponent or any person or party[.]" **Berkeyheiser**, 936 A.2d at 1126 (quoting Pa.R.Civ.P. 4011(a)-(b)).

applied to it. Instead, AmGuard vaguely argues that: the California arbitration was an adversarial legal proceeding; AmGuard and its counsel “privately communicated with the intent of securing or providing legal assistance;” and thus all of its communications with prior counsel, regarding “all offers to settle the [UIM] action” and “the value of the [UIM] action,” “are privileged.” AmGuard’s Brief at 17-18. With respect to the attorney work product doctrine, AmGuard similarly offers broad strokes — that the withheld records contained its prior counsel “mental impressions, conclusions, . . . opinions,” “legal research[,] or analysis,” as well as AmGuard’s “own evaluations of the strengths, weaknesses, and strategy.” *Id.* at 20-21. AmGuard offers no more description or explanation as to any particular document.⁸ The **Fisher** Court found that a defendant’s similar “ cursory” language, albeit in a privilege log, was insufficient to meet its burden “of demonstrating that the materials are protected from disclosure.” **Fisher**, 258 A.3d at 461 (citation omitted).

We emphasize that an appellant’s argument must include “such discussion and citation of authorities as are deemed pertinent.” Pa.R.A.P. 2119(a). We underscore our role as an error correcting court, and “this Court will not act as counsel and . . . develop arguments on behalf of an appellant.” **Coulter v. Ramsden**, 94 A.3d 1080, 1088 (Pa. Super. 2014); **see also In**

⁸ At the hearing before the discovery master, AmGuard argued that “having to go through . . . over 300 documents and logging each . . . one with . . . additional information” “would be vastly unproportional and burdensome.” N.T., 7/2/25, at 38. They have not raised this argument on appeal.

re M.P., 204 A.3d 976, 986 (Pa. Super. 2009). In light of the lack of argument particularly addressing any of the more than 2,000 pages of contested documents, or even a description of any document, we determine that AmGuard has failed to “produce sufficient facts to show that the privilege was properly invoked.” **Fisher**, 258 A.3d at 461. On this basis, we do not disturb the order directing AmGuard to provide the documents to Rheingold.

Finally, we briefly address AmGuard’s additional arguments. First, it asserts that the trial court “should also prohibit the production of reserve information.”⁹ AmGuard’s Brief at 26. AmGuard contends:

Internal reserve information can play a meaningful role in counsel’s preparation for a UIM arbitration. While reserves are set for regulatory and financial purposes, they are informed by the adjuster’s assessment of the claim, including the potential severity of the injuries, anticipated medical treatment, wage-loss exposure, and the range of possible outcomes based on the available information. Knowing the reserve can help counsel for arbitration understand how the carrier viewed the claim during its evaluation, identify the issues the adjuster believed required further development, and appreciate the insurer’s anticipated exposure when the arbitration process began. This allows counsel to align litigation strategy with the company’s expected risk, focus discovery on the factors that drove the initial assessment, and anticipate arguments regarding damages and causation. In that way, reserve information may assist counsel in ensuring the defense is thorough, consistent, and responsive to the insurer’s internal evaluation of potential liability.

Id. at 26-27.

⁹ This Court has described an insurance reserve as “a pool of funds allocated to satisfy obligations that may arise under a claim.” **PECO Energy Co. v. Ins. Co. of N. Am.**, n.3, 852 A.2d 1230, 1232 n.3 (Pa. Super. 2004).

On appeal, AmGuard does not invoke the attorney-client privilege or work product doctrine with respect to the reserve information.¹⁰ **See id.** Accordingly, this argument is not properly before us under the collateral order doctrine. **See** Pa.R.A.P. 313(b).

Finally, in its reply brief, AmGuard alleges:

This appeal presents a fundamental legal question with consequences far beyond the discovery dispute at hand: when an insurer and insured proceed to mandatory [UIM] arbitration under state law (California here), are communications between the insurer and its counsel part of an adversarial adjudicative process or merely ordinary claims handling? The trial court resolved that question incorrectly. By treating the UIM arbitration as an extension of routine claims adjustment rather than a statutorily mandated proceeding to substitute for litigation, the trial court compelled wholesale production of attorney-client communications and attorney analyses that both Pennsylvania and California law long recognize as privileged.

AmGuard's Reply Brief at 1.

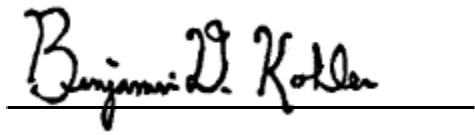
In light of our above conclusion, that AmGuard has failed to meet its burden of setting "forth facts showing that the privilege has been properly invoked," we do not reach the merits of this issue. **Fisher**, 258 A.3d at 461

¹⁰ AmGuard's privilege log similarly did not invoke the privilege or work product doctrine for "reserve information," but instead cited as a "privilege basis," without further explanation, "confidentiality and relevancy." Privilege Log at 3 (unnecessary capitalization omitted).

For the foregoing reasons, we affirm the order directing AmGuard to produce the contested documents to Rheingold.

Order affirmed.

Judgment Entered.

A handwritten signature in black ink, reading "Benjamin D. Kohler", is written over a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

Date: 9/16/2026