IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

Pharmaceutical Research and Manufacturers of America, Plaintiff, v. Ronda Chakolis-Hassan, et al., Defendants.	Case No. 20-cv-1497-DSD-DTS **Amended Rule 26(f) Report**

Plaintiff filed an amended complaint in this action on September 3, 2024. Dkt. 150. On June 3, 2025, Judge Doty denied the Defendants' motion to dismiss the amended complaint. Dkt. 167. Since that time, the parties have met and conferred repeatedly about the scope and timing of discovery and dispositive motions on the amended complaint. Specifically, the counsel identified below conferred as required by Fed. R. Civ. P. 26(f) and the Local Rules on June 23, 2025, July 31, 2025, August 14, 2025, August 28, 2025, and September 17, 2025, before preparing the following report.

However, the parties have been unable to reach agreement. They submit this modified Rule 26(f) report to lay out their respective positions on these issues and respectfully request the Court's assistance in resolving these matters. The parties are available for a telephonic or in-person conference at the Court's convenience.

A pretrial conference under Fed. R. Civ. P. 16 and LR 16.2 is not currently scheduled before United States Magistrate Judge David T. Schultz in Courtroom 9E, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota. Counsel have reviewed the amendments to the Federal Rules of Civil Procedure effective December 1, 2015 and are familiar with the amendments.

TRIAL BY MAGISTRATE JUDGE

28 U.S.C. § 636(c) permits parties to consent to the jurisdiction of the magistrate judge for all pre-trial and trial proceedings. Parties who consent to the magistrate judge **do not** waive their right to a jury trial or their right to appeal directly to the Eighth Circuit from any judgment that is entered. They will also retain the ability to engage in a settlement conference presided over by a magistrate judge in this district. If the parties consent and to the magistrate judge they may request a date certain for trial set at the Rule 16 conference, and a date certain for trial will be set at that time.

The parties **do not** consent to jurisdiction of the magistrate pursuant to 28 U.S.C. § 636(c).

Defendants **do not** wish to receive a date certain for trial at the Rule 16(a) conference.

DESCRIPTION OF THE CASE

1. Concise factual summary of Plaintiff's claims:

Plaintiff Pharmaceutical Research and Manufacturers of America ("PhRMA") filed this lawsuit years ago to challenge the constitutionality of Minnesota's Alec Smith Insulin Affordability Act ("Act"), an extraordinary law that required pharmaceutical manufacturers to give their insulin products away for free in violation of the Takings Clause of the Fifth Amendment. Three of plaintiff's members—Eli Lilly and Company, Novo Nordisk Inc., and Sanofi—are subject to the Act.

Although the Court originally dismissed the lawsuit, the Eighth Circuit reversed. It held that an injunction entered by this Court would be the only way to adequately remedy the injury to PhRMA's members, because "Minnesota's inverse condemnation procedures do not afford insulin manufacturers an adequate remedy for the repetitive series of alleged takings under the Act." *PhRMA. v. Williams*, 64 F.4th 932, 945 (8th Cir. 2023) (citations omitted).

Events on remand made it clear that PhRMA would prevail. Judge Doty affirmed the Court's decision striking Defendants' affirmative defenses. See Dkt. 141; see also Dkt. 133. The Defendants had sought sweeping discovery related to affirmative defenses that were legally inapplicable as a matter of Supreme Court case law, or the Eighth Circuit's prior decision. See id. This left Defendants with essentially no viable way to defend the Act. Indeed, Defendants now essentially concede that the Act as originally enacted effects a per se taking of property every time it compels insulin manufacturers to give away their products.

Not long after Judge Doty's order striking Defendants' affirmative defenses, the Minnesota Legislature amended the Act, adding Article 56. See 2024 Minn. Laws, ch. 127, art. 56. Under Article 56, plaintiff's members are still required to give away insulin at no charge to Minnesota residents who qualify for the Act's Urgent Need or Continuing Safety Net Programs. Although Article 56 provides an administrative process for insulin manufacturers to obtain payment of up to $35 for each 30-day supply of insulin they are forced to give away, that provision is a charade. See 2024 Minn. Laws, ch. 127, art. 56, § 4 (adding a new subsection (h) to Minn. Stat. § 151.74, subdiv. 3); id. § 5 (adding a new subsection (h) to Minn. Stat. § 151.74, subdiv. 6). That is because Article 56 also requires manufacturers to pay a $100,000 "registration fee" to Minnesota annually. See 2024 Minn. Laws, ch. 127, art. 56, § 6 (adding Minn. Stat. § 151.741). Based on the amount of insulin manufacturers have been forced to give away under the Act in prior years, this $100,000 "fee" is almost certain to exceed the amount manufacturers could receive under Article 56's payment pro-visions—by thousands of dollars. As a result, PhRMA's members will suffer greater injury under the amended Act than they had suffered previously. PhRMA therefore filed an amended complaint challenging the amended law as a violation of the Takings Clause. See Dkt. 150.

The Takings Clause provides that "private property [shall not] be taken for public use, without just compensation." U.S. Const. amend. V. Defendants' motion to dismiss did not dispute that the Act effects a per se taking of the manufacturers' insulin. See Dkt. 159. Instead, Defendants have argued that there is no violation of the Takings Clause here because the "manufacturers will be justly compensated through the reimbursement mechanisms in the amended Act." Dkt. 155 at 9. But as PhRMA's amended complaint demonstrates, the $100,000 annual fee will offset—and almost certainly will exceed—any annual payment PhRMA's members could obtain for the insulin they are forced to give away un-der the Act. Dkt. 150 ¶ 11; see also Dkt. 159 at 8–9. Thus, even assuming (as PhRMA does, solely for purposes of this litigation) that payment of $35 would be just compensation for a 30-day supply of each insulin product taken by the Act, the amended Act still effects a taking of property without just compensation because the payments it authorizes will be more than offset by the $100,000 registration fee.

2. Concise factual summary of Defendant's claims/defenses:

To combat the insulin affordability crisis caused by insulin manufacturers and to prevent unnecessary deaths, the legislature enacted the Alec Smith Insulin Affordability Act, Minn. Stat. § 151.74 ("Act") in 2020. The Act allows low-income Minnesotans or those with an urgent-need for insulin to obtain it for free, among other provisions. PhRMA immediately sued alleging that the Act violated the Takings Clause by requiring PhRMA's insulin-manufacturer members to provide insulin without receiving compensation. The parties were conducting discovery when, in 2024, the legislature amended the Act so that manufacturers can receive compensation from the Minnesota Department of Administration for any insulin provided. *See* Minn. Stat. § 151.74, subds. 3(h), 6(h). This change mooted PhRMA's complaint. But PhRMA amended its complaint because, in 2024, the legislature also enacted a new statute requiring some insulin manufacturers to pay an annual registration fee. Minn. Stat. § 151.741. PhRMA now seeks declaratory and injunctive relief against both the Act and registration fee, claiming that together they violate the Takings Clause because the fee offsets the Act's compensation.

Neither fact nor law supports PhRMA's claims. Neither statute effects per se takings. PhRMA's attempt to combine two constitutional statutes to render them both unconstitutional cannot stand. Further, PhRMA lacks standing and sovereign immunity bars PhRMA's claims.

To establish an unconstitutional taking PhRMA must prove that each manufacturer (1) has a property interest protected by the Takings Clause (2) that was taken by the government (3) for public use (4) without just compensation. Defendants believe that, after discovery, PhRMA will be unable to prove three of the four elements of its takings claims.

PhRMA alleges that its members have a protected property interest in their insulin. Neither the Act's urgent-need program nor the registration fee, however, require manufacturers to provide insulin. Both involve the payment of money, and there is no protected property interest in money. Also, there is no protected property interest in maintaining a public nuisance, which PhRMA's members did by maintaining their oligopoly over insulin. The Act attempts to abate the nuisance caused by the members. PhRMA's takings claims fail at the first element.

Further, neither the Act nor registration fee "take" the members' property. In the past two years, numerous courts have continued to recognize that a taking requires legal compulsion. A law affecting a group's property interests is not a taking when the regulated group is not required to participate in the regulated industry. Here, each of PhRMA's members voluntarily chose to participate in Minnesota's regulated pharmaceutical market, sell more than $2,000,000 in insulin in Minnesota annually, and control more than five per cent of Minnesota's insulin market. They did so fully aware of the Act's requirements and the registration fee. Further, since 2024, all of PhRMA's members separately entered voluntary settlements with Minnesota, where they agreed to provide insulin to Minnesotans for $35 per month's supply, or for free. The Act is not a taking as it does not compel PhRMA's members to provide any insulin at lower prices than they are already required to provide under their own programs and settlements with Minnesota. Also, it is unknown to Defendants whether PhRMA's members are even providing insulin under the Act, given the ease in which Minnesotans can receive insulin under the settlements.

Because PhRMA's members do not have a protected property interest that was taken, no compensation is due. Further, no compensation is due because PhRMA's members suffer no pecuniary losses when they provide insulin under the Act. PhRMA's members already must provide insulin to Minnesotans under their own programs and their settlements with Minnesota. Although not legally required to, the Minnesota legislature chose to compensate manufacturers who provide insulin under the Act. And PhRMA agrees that the Act's compensation is just. [Doc. 159 at 26.] Because PhRMA cannot prove that its members will suffer any pecuniary losses by providing insulin under the Act, it does not violate the Takings Clause.

Because the Act does not effect a taking, its compensation cannot be offset by the registration fee to render it unconstitutional. Even if the Act effected justly compensated takings, no legal authority supports PhRMA's "offset" theory to invalidate the Act through the registration fee. The fee's purpose is to cover the MNsure and Pharmacy Boards' administrative costs. It is not to recapture reimbursements paid under the Act. There is no correlation between the fee amount and reimbursements under the Act. In fact, one manufacturer subject to the Act is not subject to the registration fee. PhRMA has alleged no facts to support its assertions that the fee is a scheme, charade, or takeback of the compensation provided under the Act. But even if it was and the fee was determined to be invalid, it would not invalidate the Act because the fee must be severed. *See* Minn. Stat. §§ 151.741, subd. 6, 645.20, 2020 Minn. Laws ch. 73, § 7.

The Court need not reach the merits, however, because the Defendants are immune from suit and PhRMA lacks standing. To avoid Defendants' immunity to claims against the Act, there must be an ongoing violation of federal law alleged. But here, PhRMA admits the Act justly compensates any alleged taking. [Doc. 159 at 26.] Rather, PhRMA alleges that the new registration fee effects unconstitutional takings by offsetting the Act's just compensation. [Doc. 150, ¶¶ 10-12, 92-93.] It does not. But, even if true, the fee would be the source of the alleged ongoing violation, not the Act. Regardless, PhRMA's members have an adequate remedy at law, barring equitable relief and making the *Ex Parte Young* immunity exception inapplicable.

PhRMA lacks standing because its claims are not redressable and it cannot prove an injury from the Act. When an adequate provision for obtaining just compensation exists, equitable relief for a takings claim is foreclosed. *See, e.g., Knick v. Twp. of Scott*, 588 U.S. 180, 185, 201, 205 (2019). PhRMA previously avoided dismissal because the Act contained no compensation mechanism. This led the Eighth Circuit to conclude that, taking PhRMA's allegation as true, manufacturers would have to repeatedly sue to obtain just compensation and thus they lacked an adequate legal remedy. The amendments to the Act make that position untenable. Further, this Court cannot redress the alleged harms under the Act because, regardless of this Court's decision, the members' agreements with the state still require the manufacturers to provide insulin to Minnesotans for $35 per month's supply, or for free. It is unclear whether the manufactures continue to provide insulin under the Act. But if they are, the Act fully compensates them. Further, in this as-applied challenge to the Act, PhRMA is unable to prove standing or the takings elements discussed above without substantial participation of its members. As such, PhRMA lacks associational standing.

3. Statement of jurisdiction (including statutory citations):

Plaintiff's statement: Three of PhRMA's members—Eli Lilly and Company, Novo Nordisk, Inc., and Sanofi—are subject to the Act. The Eighth Circuit has already held that plaintiff has associational standing to challenge the Act, and standing to seek injunctive relief. *PhRMA*, 64 F.4th at 946–48. This Court has subject matter jurisdiction over PhRMA's takings claim under 28 U.S.C. §§ 1331 and 1343.

Defendants' statement: This Court lacks jurisdiction because the defendants are immune from suit. PhRMA also lacks standing to maintain its challenge to the Act, Minn. Stat. § 151.74.

4. Summary of factual stipulations or agreements:

The parties have not yet made any factual stipulations or agreements.

5. Statement of whether a jury trial has been timely demanded by any party:

No party demanded a jury trial.

6. Statements as to whether the parties agree to resolve the matter under the Rules of Procedure for Expedited Trials of the United States District Court, District of Minnesota, if applicable:

   The parties **do not agree** to resolve the matter under the Rules of Procedure for Expedited Trials of the United States District Court, District of Minnesota. Plaintiff **does** wish to resolve the matter under these rules. Defendants **do not** agree to do so.

PLEADINGS

1. Statement as to whether all process has been served, all pleadings filed and any plan for any party to amend pleadings or add additional parties to the action:

   All process has been served and all pleadings have been filed. The parties do not intend to amend the pleadings or add parties to the action.

FACT DISCOVERY[1]

The parties request the Court to establish the following fact discovery deadlines and limitations:

1. The parties agree that they must update their initial disclosures under Fed. R. Civ. P. 26(a)(1) on or before **December 5, 2025**.

   a. If the parties include a description by category and location of documents, they agree to exchange copies of those initially disclosed.

2. The parties must complete any physical or mental examinations under Fed. R. Civ. P. 35 by N/A.

   a. The parties do not anticipate any physical or mental examinations in this case.

3. The parties must commence fact discovery in time to be completed by Plaintiff proposes three months, and Defendants propose six months.

4. The parties have discussed the scope of discovery, including relevance and proportionality, and propose that the Court limit the use and number of discovery procedures as follows:

   As detailed in Defendants' discovery statement, they propose the parties restart discovery using the sane number limitations previously set by the Court. As detailed in Plaintiff's discovery statement, Plaintiff believes this would be duplicative and disproportionate to the needs of the case.

[1] Defendants' proposed deadlines and limitations are based on the assumption that the Court will likely strike their public-nuisance defense as it did with the original complaint. If the public-nuisance defense may proceed, the time-lines and limitations would need to be extended and experts would be needed.

a. Plaintiff proposes 4 new interrogatories per side and Defendants propose 25 new and renewed interrogatories per side;

b. Plaintiff proposes 4 new document requests per side and Defendants propose 20 new and renewed document requests per side;

c. Plaintiff proposes 4 new requests for admission per side and Defendants propose 20 new and renewed requests for admission per side. The parties have not discussed a protocol for the authentication of documents.

d. The parties propose 4 factual depositions per side, including depositions of party and non-party witnesses. This total includes third-party depositions but does not include expert-witness depositions.

e. The parties have discussed the topic of Rule 30(b)(6) deposition practice and have made the following agreements: The total number of factual depositions above includes organizational-designee depositions taken pursuant to Fed. R. Civ. P. 30(b)(6).

5. The parties have discussed the scope of third-party discovery, including the burden and expense for third parties, and Plaintiff proposes 3 subpoenas limited to 4 requests each. Defendants propose that the Court should not preemptively limit requests for documents and electronically stored information from third parties and should leave it to the third parties to object to specific discovery requests, if necessary.

EXPERT DISCOVERY

1. Plaintiff does not anticipate needing any expert witnesses. If the Court strikes Defendants' public-nuisance defense, Defendants do not anticipate needing expert witnesses.

2. If Defendants are permitted to pursue their public-nuisance defense, Defendants anticipate that they will require expert witnesses at the time of trial.

   a. If allowed to pursue their public nuisance defense, Defendants anticipate calling up to three experts in fields including, but not limited to: insulin pricing, manufacturing costs, and distribution; history of insulin and treatment of diabetes; and the impact of insulin pricing on public health and safety and the public's interests in the Alec Smith Insulin Affordability Act.

   b. If Defendants are allowed to pursue a public nuisance defense, Plaintiff anticipates calling up to three experts on the topics identified by Defendants.

3. The parties propose that the Court establish the following plan for expert discovery:

   a. Initial Expert Disclosures

      (i) The identity of any expert who may testify at trial regarding issues on which the party has the burden of persuasion must be disclosed and on or before 2 months after close of fact discovery.

      (ii) The initial expert written report completed in accordance with Fed. R. Civ. P. 26(a)(2)(B) must be served on or before 2 months after close of fact discovery.

   b. Rebuttal experts.

      (i) The identity of any experts who may testify in rebuttal to any initial expert must be disclosed on or before 2 months after the deadline for disclosure of initial experts.

      (ii) Any rebuttal expert's written report completed in accordance with Fed. R. Civ. P. 26(a)(2)(B) must be served on or before 2 months after the deadline for disclosure of initial experts.

4. All expert discovery, including expert depositions, must be completed by 30 days after the deadline for disclosing rebuttal experts.

THE PARTIES' STATEMENTS ON DISCOVERY ISSUES

The parties submit the following statements regarding their disputes about fact discovery:

1. Plaintiff's Statement

   Defendants' proposal for a second round of sweeping discovery in this case is another transparent effort to extract irrelevant information from plaintiff's members while continuing to delay resolution of plaintiff's straightforward constitutional claim—which could be resolved with little to no additional discovery.

Defendants already obtained extensive discovery in this case. Before the Minnesota legislature amended the Act and plaintiff amended its complaint, the parties engaged in months of fact discovery on the original complaint, with both parties responding to two rounds of interrogatories, document requests, and requests for admission. Defendants also served subpoenas on three of plaintiff's members who are subject to the Act. After meeting and conferring extensively with defendants to resolve disputes about the reach of the subpoenas, two of those members produced relevant documents in response to the subpoenas, and the third was poised to do the same just before PhRMA amended its complaint.

Given this, discovery on the amended complaint should be narrow and quick: the remaining third-party can complete its subpoena response; the others can supplement prior productions with up-to-date information; and the parties can make (or subpoena) a handful of additional requests (as outlined above) pertaining to the legislature's recent amendment. No more is needed before this case—which turns on purely legal questions—can be resolved at summary judgment.

Instead, defendants inexplicably insist that the parties should restart fact discovery from square one—with a broad number of requests to PhRMA (25 interrogatories, 20 document requests, 20 requests for admissions) and no limits at all on subpoenas to the third-party manufacturers. This approach is not only duplicative but would be grossly disproportionate to the narrow legal issue in this case. Subjecting plaintiff—and plaintiff's members—to this sort of do-over would be unduly burdensome.

Defendants have asserted that they need this discovery to learn about a variety of vague topics, many of which are irrelevant, already resolved, or purely legal questions. For example:

- Defendants say that they want to know about "fees paid by manufacturers in other states," although other states' fees can have no bearing on whether *Minnesota's* scheme to take insulin is constitutional.

- Defendants claim that they need discovery into PhRMA's argument that equitable relief is needed here because manufacturers would otherwise need to bring a multiplicity of state-law condemnation suits to obtain just compensation for the insulin they are required to give away under the Act. It is not clear what exactly Defendants envision this discovery to be. But in all events, the Eighth Circuit already resolved that issue, holding that the Act requires manufacturers to "litigate a multiplicity of suits to be compensated" for the insulin taken under the Act. *PhRMA*, 64 F.4th at 945.

- Defendants want discovery from plaintiff and its members about the design, nature, and purpose of the registration fee, including plaintiff's allegation that the fee and the rest of the Act are a "scheme." But plaintiff and its members did not design or enact the registration fee. The registration fee is a law enacted by the Minnesota legislature and signed by the Governor, so its design, nature, and purpose is a legal question that must be answered using the traditional tools of statutory interpretation—not a factual question, let alone one that could be answered by taking discovery from plaintiff and its members.

The Court should reject defendants' sweeping discovery proposal and adopt plaintiff's limited proposal so that this case can proceed expeditiously to summary judgment.

2. Defendants' Statement

PhRMA initiated this litigation in 2020 alleging that the Alec Smith Insulin Affordability Act, Minn. Stat. § 151.74, violated the Takings Clause by requiring its insulin-manufacturer members to provide insulin without receiving compensation. In 2024, the legislature amended the Act, adding mechanisms to compensate manufacturers for insulin provided under it and curing PhRMA's alleged infirmities with the Act. The legislature separately enacted a new statute requiring insulin manufacturers to pay an annual registration fee. Minn. Stat. § 151.741. PhRMA amended its complaint, seeking to permanently enjoin the Act and the registration fee as unconstitutional takings, claiming that the fee offsets the just compensation that the Act provides. Specifically, PhRMA alleges that the fee is part of a "scheme" to unconstitutionally take the manufacturers' insulin. [Doc. 159 at 21-22, 26.]

The legislative changes and PhRMA's new claims significantly change this case and alter the discovery needed to defend the constitutionality of these two statutes. Although some issues—such as PhRMA's standing and the merits of its takings challenge to the Act—remain, the underlying facts and legal arguments have changed because now the Act provides compensation, and PhRMA challenges a new statute and raises new legal theories. Further, all three of PhRMA's insulin-manufacturer members entered settlements with the State requiring them to provide insulin to Minnesotans for free or $35 for a month's supply. These settlements may impact PhRMA's standing and its taking claim. Despite this, the parties have been unable to agree on a new discovery schedule because PhRMA has indicated it intends to prevent Defendants from requesting new and updated discovery from the non-party manufacturers who PhRMA does not represent and who solely possess most of the information relevant to this case.

When the legislature amended the Act and enacted the fee in May 2024, the parties had not completed discovery. The parties had exchanged and responded to written discovery but had not conducted any depositions. Also, Defendants had served subpoenas on the manufacturers. The manufacturers, however, objected to most requests and produced few documents. Defendants engaged in several meet and confers with the manufacturers, but several disputes remained. Following the legislative amendments, the parties stopped discovery to assess and discuss the impact of the legislation. The parties did not resume discovery before PhRMA amended the complaint in September 2024 and Defendants moved to dismiss the amended complaint. Because some of the parties' initial discovery requests may no longer be relevant or necessary, Defendants propose that, for simplicity, the parties start over using the same number limitations previously set by the Court. [Doc. 134] The parties can use the discovery responses and documents already exchanged but would not be required to supplement the responses unless requested anew. The parties may restate any previous requests that they want supplemented and make new requests, so long as the totals do not exceed 25 interrogatories, 20 document requests, and 20 requests for admissions. These numbers are standard, reasonable, and match the limits previously set by the Court. Fed. R. Civ. P. 33(a)(1).

Similarly, consistent with its prior order, the Court should not limit or proactively cabin third-party discovery. Defendants are, and will remain, mindful of the need for third-party discovery requests to be proportionate, reasonable, and not unduly burdensome or expensive.[2] But PhRMA's position appears to be that it can sue to enjoin two duly-enacted statutes and then cut off Defendants' ability to gather information to defend the laws, even from third parties it does not represent. Document requests to PhRMA's insulin-manufacturer members are necessary because only the manufacturers possess most of the relevant information for this case. For example, only the manufacturers know the type, value, and quantity of insulin, if any, provided under the Act and whether the manufacturers provided insulin or reimbursements under the Act's urgent-need program. Because the manufacturers appear to be coordinating with PhRMA, limiting Defendants' ability to seek information from the manufacturers would allow PhRMA to control the discovery in this case. To date, PhRMA has claimed to have virtually no information or documentation relevant to its claims beyond the Board's legislative reports. Additionally, the manufacturers substantially failed to provide documents responsive to Defendants' March 2024 subpoenas and refused to provide any information past February 8, 2024. Defendants must be able to seek updated and new information from the manufacturers. The manufacturers are highly sophisticated and well represented. They can and will lodge their own objections to protect their interests. And if they do object, the onus is on Defendants to bring a motion to compel. Fed. R. Civ. P. 45(d)(2)(B). The manufacturers and other potential third parties do not need proactive protection from this Court.

[2] Defendants do not anticipate serving more than 25 document requests on any third party.

Six months for discovery is also reasonable and standard, if not expedited, for constitutional claims. It provides third parties with sufficient time to object and gather responsive documents. From experience, Defendants presume that the manufacturers will request additional time to respond and will object to any requests, necessitating several meet and confers.

OTHER DISCOVERY ISSUES

1. Protective Order

   The Court entered a stipulated protective order on September 25, 2025.

2. Discovery of Electronically-Stored Information

   The parties have discussed disclosure, discovery, and preservation of electronically stored information, including the form in which it should be produced. The parties have reached an agreement as to electronically-stored information.

3. Claims of Privilege or Protection

   The parties have discussed issues regarding the protection of information by a privilege or the work-product doctrine, as required by Fed. R. Civ. P. 26(f)(3)(D), including whether the parties agree to a procedure to assert these claims after production or have any other agreements under Fed. R. Evidence 502 and have included their agreement in their Stipulated Protective Order.

MOTION SCHEDULE

The parties proposed the following deadlines for filing motions:

1. Motions seeking to join other parties must be filed and served by November 21, 2025.

2. Motions seeking to amend the pleadings must be filed and served by November 21, 2025.

3. Non-Dispositive Motions: All non-dispositive motions relating to *fact* discovery must be filed and served by 14 days before the close of discovery. If there are experts, they must be filed and served by 30 days after expert discovery closes.

4. Dispositive Motions: All dispositive motions must be served and filed by 56 days after the close of fact discovery or, if applicable, expert discovery. Any *Daubert* motions should be due at the same time as dispositive motions.

TRIAL

1. Plaintiff believes that this case turns on questions of law that can be resolved through summary judgment. To the extent a trial is necessary, plaintiff proposes that the case will be ready for trial 30 days after resolution of all dispositive motions.

   Defendants believe that if the nuisance defense is stricken, the case can likely be resolved on summary judgment after developing the factual record. If a trial is necessary, Defendants propose that the case be ready for trial 30 days after resolution of all dispositive motions.

2. Plaintiff anticipates a 2-day bench trial. Defendants anticipate a 3-day bench trial.

INSURANCE CARRIERS/INDEMNITORS

1. List all insurance carriers/indemnitors, including limits of coverage of each defendant or statement that the Defendant is self-insured:

   The defendants are sued only in their official capacities. The State of Minnesota is self-insured. Plaintiff is not seeking damages.

SETTLEMENT

1. The parties have discussed and will continue to discuss settlement. The parties do not propose that a settlement conference be scheduled.

Date: November 4, 2025

s/ John M. Baker

Benjamin M. Mundel (*pro hac vice*)
SIDLEY AUSTIN LLP
1501 K Street, N.W. Washington, DC 20005
(202) 736-8000
bmundel@sidley.com

-and-

John M. Baker, No. 0174403
Katherine M. Swenson, No. 0389280
GREENE ESPEL PLLP
222 S. Ninth Street, Suite 2200
Minneapolis, MN 55402
(612) 373-0830
jbaker@greeneespel.com
kswenson@greeneespel.com

Attorneys for Plaintiff

Date: November 4, 2025

KEITH ELLISON
Attorney General, State of Minnesota

s/ Sarah L. Krans
Sarah L. Krans, No. 0338989
Angela Behrens, No. 0351076
Katherine Hinderlie, No. 0397325
Richard Dornfeld, No. 0401204
Nicholas Lienesch, No. 0392322

445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101-2131
(651) 757-1273 (Voice)
(651) 297-1235 (Fax)
sarah.krans@ag.state.mn.us
angela.behrens@ag.state.mn.us
katherine.hinderlie@ag.state.mn.us
richard.dornfeld@ag.state.mn.us
nicholas.lienesch@ag.state.mn.us

Attorneys for Defendants