

Case No. _____

**UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

TEAM SCHIERL COMPANIES AND HEARTLAND FARMS, INC.
Plaintiffs-Petitioners

v.

ASPIRUS, INC. AND ASPIRUS NETWORK, INC.
Defendants-Respondents

Petition for Permission to Appeal from the December 19, 2025
Order of the United States District Court for the
Western District of Wisconsin (Peterson, C.J.), No. 22-cv-00580

**PETITION FOR PERMISSION TO APPEAL PURSUANT
TO FEDERAL RULE OF CIVIL PROCEDURE 23(f)**

Daniel J. Walker
Robert E. Litan
BERGER MONTAGUE PC
1001 G Street, NW, Ste. 400E
Washington, DC 20001
Phone: (202) 559-9745
dwalker@bm.net
rlitan@bm.net

Eric L. Cramer
Zachary D. Caplan
Sarah R. Zimmerman
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Phone: (215) 875-3000
ecramer@bm.net
zcaplan@bm.net
szimmerman@bm.net

Jamie Crooks
Michael Lieberman
Amanda R. Vaughn
FAIRMARK PARTNERS, LLP
400 7th Street NW, Suite 304
Washington, DC 20004
Phone: (619) 507-4182
jamie@fairmarklaw.com
michael@fairmarklaw.com
amanda@fairmarklaw.com

Timothy W. Burns
Nathan M. Kuenzi
BURNS BAIR LLP
10 E. Doty Street, Suite 600
Madison, WI 53703
Phone: (608) 286-2808
tburns@burnsbair.com
nkuenzi@burnsbair.com

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TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
INTRODUCTION	1
STATEMENT OF ISSUES FOR REVIEW	4
FACTUAL BACKGROUND	4
I. The Parties	4
II. The Price-Fixing Scheme	5
PROCEDURAL BACKGROUND	7
REASONS FOR GRANTING REVIEW	11
I. The District Court Erred and Created a Split of Authority by Excluding Dr. Leitzinger’s Testimony Based on a “Tainted” Yardstick	11
II. The District Court Improperly Excluded Dr. Leitzinger’s Testimony Based on a Disagreement About “Quality” Control Variables	17
RELIEF REQUESTED	20

TABLE OF AUTHORITIES

Cases

<i>Arandell Corp. v. Xcel Energy Inc.</i> , 149 F.4th 883 (7th Cir. 2025)	2, 3, 13, 17
<i>Arizona v. Maricopa Cty. Medical Soc’y</i> , 457 U.S. 332 (1982).....	1
<i>Bazemore v. Friday</i> , 478 U.S. 385 (1986).....	17
<i>Blair v. Equifax Check Servs.</i> , 181 F.3d 832 (7th Cir. 1999).....	4, 11
<i>Blue Cross & Blue Shield United of Wisconsin v. Marshfield Clinic</i> , 152 F.3d 588 (7th Cir. 1998).....	7, 9, 11, 18
<i>Celebrity Cruises, Inc. v. Essef Corp.</i> , 434 F.Supp.2d 169 (S.D.N.Y. 2006)	13
<i>Chapman v. Wagener Equities, Inc.</i> , 747 F.3d 489 (7th Cir. 2014).....	11
<i>Daubert v. Merrell Dow Pharms., Inc.</i> , 509 U.S. 579 (1993).....	1
<i>Eastman Kodak Co. v. S. Photo Materials Co.</i> , 273 U.S. 359 (1927).....	11, 13
<i>Fishman v. Estate of Wirtz</i> , 807 F.2d 520 (7th Cir. 1986).....	11
<i>Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.</i> , 2016 WL 3579953 (E.D. Wis. June 24, 2016)	13, 14
<i>Gopalratnam v. Hewlett-Packard Co.</i> , 877 F.3d 771 (7th Cir. 2017).....	12
<i>In re Linerboard Antitrust Litig.</i> , 497 F.Supp.2d 666 (E.D. Pa. 2007)	13
<i>In re Loestrin 24 Fe Antitrust Litig.</i> , 2019 WL 3214257 (D.R.I. July 2, 2019)	7

<i>In re Packaged Seafood Prods. Antitrust Litig.</i> , 332 F.R.D. 308 (S.D. Cal. 2019)	13
<i>In re Processed Egg Prods. Antitrust Litig.</i> , 312 F.R.D. 171 (E.D. Pa. 2015)	13, 15
<i>Loeb Indus. v. Sumitomo Corp.</i> , 306 F.3d 469 (7th Cir. 2002).....	15
<i>Manpower, Inc. v. Ins. Co. of Pa.</i> , 732 F.3d 796 (7th Cir. 2013).....	2, 12, 15, 16
<i>Messner v. Northshore Univ. HealthSystem</i> , 669 F.3d 802 (7th Cir. 2012).....	3, 19
<i>North Texas Specialty Physicians v. FTC</i> , 528 F.3d 346 (5th Cir. 2008).....	1
<i>Smith v. Ford Motor Co.</i> , 215 F.3d 713 (7th Cir. 2000).....	20
Statutes	
15 U.S.C. §1.....	1
28 U.S.C. §1331.....	11
Rules	
Fed. R. Civ. P. 23(f).....	11
Fed. R. Evid. 702(a)	13

INTRODUCTION

In this antitrust case, Plaintiffs allege that Defendants unlawfully fixed prices for outpatient medical services across North-Central Wisconsin. Plaintiffs are local businesses who cover the healthcare costs of their employees, and they seek to represent a class of similarly situated employers and insurers that do the same. Defendants are a dominant hospital system (“Aspirus”) and a membership organization of both Aspirus doctors and dozens of supposedly independent providers of outpatient medical services (“ANI”).

Plaintiffs allege that Defendants and the independent providers engaged in a price-fixing conspiracy no different from those condemned in *Arizona v. Maricopa County Medical Society*, 457 U.S. 332 (1982), and *North Texas Specialty Physicians v. FTC*, 528 F.3d 346 (5th Cir. 2008). Here, as in those cases, independent healthcare providers agreed to stop competing on price and to instead jointly set uniform rates for their services. Defendants’ price-fixing is now undisputed, with their own executives describing it as a way to [REDACTED]

[REDACTED] Dkt.186 at 11. Plaintiffs allege that the scheme caused them and the proposed class to overpay for healthcare services, and they sought to certify a class of similarly situated payors to pursue claims under the Sherman Act, 15 U.S.C. §1.

The district court denied class certification after ruling that Plaintiffs’ damages expert’s “yardstick” regression—which compared the price-fixing providers’ prices to those of other Wisconsin providers while controlling for other variables that might affect price—was inadmissible under *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 (1993). Dkt.230 (“Op.”). The district court’s decision fundamentally

misapplied *Daubert*—demanding certainty where the law requires only reliability, failing to heed this Court’s guidance that “perfect proof is not required,” *Arandell Corp. v. Xcel Energy Inc.*, 149 F.4th 883, 897 (7th Cir. 2025), and that whether an expert “selected the best data set to use ... is a question for the jury, not the judge,” *Manpower, Inc. v. Ins. Co. of Pa.*, 732 F.3d 796, 809 (7th Cir. 2013). Instead of adhering to its role as gatekeeper, the district court asked whether Plaintiffs’ expert’s analysis was unimpeachable, and finding it short of that, excluded it.

First, the district court ruled that the yardstick selected by Dr. Jeffrey Leitzinger—an econometrician who has been certified as an expert in dozens of antitrust cases—was irreparably tainted because a few providers (out of hundreds in the yardstick) might have engaged in some aspects of the challenged conduct. This was an improper basis to exclude the regression entirely. Neither Defendants nor the district court disputed that the challenged conduct is more prevalent with Defendants’ providers (who *all* engage in price fixing) than in the yardstick, where few engage in it. Dr. Leitzinger’s regression, which controls for other factors affecting movement of prices, detects that this greater prevalence of price fixing is associated with higher prices. That is reliable proof of causal harm.

The district court’s exclusion of Dr. Leitzinger’s model on this basis conflicts with several other decisions correctly holding that yardsticks need not be completely free of the challenged conduct to be reliable. These courts recognize that perfection is not the standard for damages models, and that any criticisms of a model’s inputs can be raised on cross-examination. These courts also recognize that the existence of any challenged conduct in the yardstick would only *understate* the conspiracy’s price

effects, working in *Defendants'* favor. Yet the district court ignored these established principles and Plaintiffs' evidence, instead excluding Dr. Leitzinger's entire report because of the theoretical possibility, raised by one defense expert, that the challenged conduct "could either increase or decrease prices." Op.13. By improperly choosing sides on a core factual dispute at the *Daubert* stage, the district court exceeded its gatekeeping role.

Second, the district court acknowledged that Dr. Leitzinger used multiple variables and confirmatory tests to control for provider quality but nonetheless ruled his testimony inadmissible because he did not completely "foreclose the possibility that the price increases were due to quality effects," Op.16, which "seems just as reasonable" as Plaintiffs' theory, Op.15. That reasoning again demands certainty rather than reliability. Rule 702 and *Daubert* do not require an expert to eliminate every alternative explanation; it is the jury's role to weigh competing explanations for overcharges. And here, there was not even any competing explanation: no defense expert performed *any* analysis to show that different "quality" controls would have changed the model's results. Op.15. The district court's approach—requiring Plaintiffs to offer the *only* "reasonable" explanation and to "foreclose" any alternatives—exceeds even Plaintiffs' burden *at trial*, let alone at class certification.

Immediate review is warranted because the district court's decision misapplies *Daubert's* core principles, conflicts with decisions of other courts, and contravenes this Court's directive "not to let a quest for perfect evidence become the enemy of good evidence." *Arandell*, 149 F.4th at 897. This Court's review would thus "facilitate the development of the law," *Blair v. Equifax Check Servs.*, 181 F.3d 832, 835 (7th Cir.

1999), and provide needed guidance about the proper standards for evaluating regression models' reliability in antitrust class actions.

STATEMENT OF ISSUES FOR REVIEW

1. Whether the district court improperly exceeded its gatekeeping role by excluding Plaintiffs' regression based on two criticisms that Defendants' experts did not even raise, let alone show had any effect on the regression's results.
2. Whether the district court erred in excluding Plaintiffs' regression analysis simply because a small portion of the sellers in the regression's benchmark may have engaged in some amount of the challenged conduct.
3. Whether an expert's yardstick regression is "fundamentally unreliable" because it "doesn't foreclose the possibility" that some of the measured price effects are attributable to something other than Defendants' undisputed price-fixing scheme.

FACTUAL BACKGROUND

I. The Parties

Plaintiffs are two family-owned businesses in North-Central Wisconsin. Like many employers, they provide insurance to their employees and struggle with the skyrocketing healthcare costs. Their health plans are "self-funded," meaning they directly pay their employees' medical bills. Op.1; see Dkt.198 ¶¶9 n.1, 49-51. Other employers operate "fully-insured" health plans, in which they pay premiums to a commercial insurer, which in turn pays medical bills. *Id.* The proposed class includes

self-funded employers and commercial insurers, who are both referred to as “Payors” because they directly pay Defendants for healthcare services. *Id.*

Defendants are Aspirus, Inc. (“Aspirus”) and its subsidiary Aspirus Network, Inc. (“ANI”). Aspirus is the largest health system in North-Central Wisconsin, operating several hospitals and employing hundreds of physicians. ANI is a membership organization of outpatient providers that includes *both* Aspirus-employed providers *and* dozens of independent outpatient practices in North-Central Wisconsin—*i.e.*, Aspirus’s would-be competitors. The independent providers are referred to here as the “Co-Conspirators,” and collectively with Aspirus providers, “ANI Providers” or “ANI.”

Plaintiffs allege that Defendants and Co-Conspirators unlawfully conspired to fix prices for outpatient services, driving up healthcare costs by tens of millions of dollars each year.

II. The Price-Fixing Scheme

The prices Payors pay for medical services are set in negotiations between medical providers and entities called Network Vendors (such as United Healthcare, Cigna, and Blue Cross), which assemble provider networks by contracting with healthcare providers. Op.3; *see* Dkt.198 ¶¶9 n.1, 47. Payors pay for access to a Network Vendor’s provider network and pre-negotiated rates. Op.3; Dkt.198 ¶¶49-50. If a provider does not offer competitive rates, the Network Vendor can exclude them from the network in favor of competing providers. Dkt.198 ¶¶49-50. This practice, known as “selective contracting,” exerts substantial pricing pressure on providers, who must offer competitive rates if they want the increased patient volume that

comes with being included “in network.” *Id.* The competition among healthcare providers to be included “in network” is critical to reducing healthcare costs. *Id.* ¶¶57-82.

Plaintiffs allege that Defendants and Co-Conspirators unlawfully conspired to eliminate price competition for inclusion in provider networks. Specifically, as a condition of joining ANI, all ANI Providers agree to charge Network Vendors and Payors the same price for each healthcare service offered. *Id.*; see Dkt.186 at 9-11. For example, every cardiologist in ANI has agreed to charge the same rates as every other cardiologist in ANI, entirely eliminating price competition among them. *See, e.g.,* Dkt.155 at 242:25-243:8 (ANI executive testifying that [REDACTED] [REDACTED]).

Thus, independent cardiologists (and orthopedists, ophthalmologists, etc.) who used to compete on price no longer do so. The result, as one ANI Provider testified, is that [REDACTED] Dkt.180 at 39:17-40:3.

ANI further requires that every ANI Provider agree to two forms of exclusivity: (1) they may not separately negotiate with Network Vendors that contract with ANI, and (2) they may not negotiate with Network Vendors that *do not* have a contract with ANI without ANI’s permission. Op.3; Dkt.186 at 11-13. As a result, all ANI Providers receive the same inflated rates and are in all the same networks—and the competition that normally constrains prices no longer exists. Together, the price-fixing and exclusivity are the “Challenged Conduct.”¹

¹ The Challenged Conduct is part of a scheme that also includes ANI’s requirements that a Network Vendor contracting with any ANI Provider must

PROCEDURAL BACKGROUND

Plaintiffs filed this case in October 2022, alleging an illegal horizontal price-fixing conspiracy. Dkt.1. The court denied Defendants’ motion to dismiss in October 2023, holding that the Challenged Conduct, if proven, would amount to price-fixing. Dkt.47. The schedule entered by the court called for all expert reports, including rebuttals and replies, to be filed before class or *Daubert* briefing. Dkt.175. Plaintiffs proffered reports from Dr. Leitzinger, whose work assessing healthcare prices “has been accepted as proving reliable class-wide impact by many courts,” *In re Loestrin 24 Fe Antitrust Litig.*, 2019 WL 3214257, at *4 (D.R.I. July 2, 2019), and renowned healthcare economist Prof. David Dranove, who opined that the price-fixing scheme is anticompetitive and inflated prices. Dkt.191, 198.

One component of Dr. Leitzinger’s analysis was a statistical model called a “yardstick” regression, which he used to determine the extent to which ANI’s high prices were attributable to the price-fixing scheme. A yardstick regression compares the prices being studied to prices for the same services in a comparable market, while statistically controlling for other variables that might affect prices. *See Blue Cross & Blue Shield United of Wis. v. Marshfield Clinic*, 152 F.3d 588, 592 (7th Cir. 1998) (“*Marshfield*”).

Dr. Leitzinger chose as his yardstick the “prices charged for the same services from other outpatient providers located in Wisconsin but outside North-Central

contract with *all* ANI Providers (“all or nothing” contracting), and that ANI Providers must refer within the Aspirus network (“referral trapping”).

Wisconsin” during the class period. Dkt.191 ¶34. He chose this yardstick for several reasons, including that (1) limiting the analysis to Wisconsin inherently controlled for state-specific pricing considerations; (2) excluding North-Central Wisconsin accounted for most of the “umbrella” pricing effects of ANI’s conduct; and most relevant here, (3) record evidence and statistical analysis suggested that the Challenged Conduct is not common in Wisconsin. *Id.*

Specifically, as to (3), Dr. Leitzinger noted that the chief negotiator for Anthem Blue Cross Blue Shield of Wisconsin (“BCBS”) testified that it was “not common” for clinically integrated networks to jointly set identical rates for their services. *Id.* She identified only five small provider networks that she believed contracted with BCBS in that manner.² Dr. Leitzinger also performed a statistical analysis and observed far more pricing variation within other Wisconsin provider groups than among ANI Providers, again suggesting that price-fixing is not common. *Id.*

Dr. Leitzinger then conducted his regression, drawing on 52 million lines of transaction data, representing over \$10 billion in payments. *Id.* ¶14. He used many control variables to account for factors that might affect prices, including differences in bargaining power, differences in local conditions, and differences that might correlate with provider quality, such as place of service. *Id.* ¶¶32-33. To further

² The district court’s accusation that Dr. Leitzinger “misrepresent[ed]” this testimony is wrong. BCBS’s representative expressly testified that it was “not common” for Wisconsin providers to jointly set prices—precisely what Dr. Leitzinger reported. Op.9. The providers she identified as negotiating with BCBS in a similar way comprise only 7% of the Wisconsin market, which indeed makes the practice “not common.” *Contra* Op.9-10.

account for quality, Dr. Leitzinger followed this Court's guidance in *Marshfield* by comparing providers based on average price *per procedure*, rather than average price *per patient*. *Id.* ¶32g; *see also Marshfield*, 152 F.3d at 594. Dr. Leitzinger's overcharge model shows an 18.9 percent overcharge and is statistically significant at the 99 percent level. Op.7; *see* Dkt.191 ¶35 & Ex. 5; Dkt.193 ¶2.

Dr. Leitzinger also ran a second regression, called a "difference-in-differences" ("DiD") model, that corroborated his yardstick regression's results. The DiD analysis found that providers' entry into the ANI price-fixing conspiracy caused a statistically significant increase in prices representing ■ percent of the claim amounts paid by proposed class members. Op.15-16; Dkt.191 ¶¶ 40-44. This finding confirms the existence of substantial overcharges and independently supports Dr. Leitzinger's yardstick estimate of at least an 18.9 percent price increase.

Defendants submitted three expert reports, totaling 618 pages. The only critique of relevance here was made by Dr. Laurence Baker, who opined that "Dr. Leitzinger's 'yardstick' overcharge model is unreliable" because one provider among the hundreds in the yardstick, ThedaCare, had prices 16.1% higher than the regression model predicted. Dkt.194 ¶¶127-30; Op.10. Dr. Leitzinger offered several explanations for this result, including that "there is evidence that ThedaCare engages in at least some of the same conduct as alleged in this case," Dkt.192 ¶62, and that ThedaCare is affiliated with the world-renowned Mayo Clinic, which may "also explain some of the premium in ThedaCare's prices," *id.* ¶64; Op.11, 14-15. Indeed, ThedaCare and Mayo Clinic were the *only* two large providers in the yardstick to show a price premium when run through Dr. Leitzinger's model. Dr. Leitzinger then

showed that if ThedaCare were removed from the yardstick, “the overcharge increases to approximately 20 percent,” Dkt.192 ¶65, meaning that including ThedaCare made his model conservative.

Plaintiffs moved for class certification; Defendants opposed and moved to exclude Dr. Leitzinger. As relevant here, Defendants’ motion raised two critiques, neither of which Defendants’ experts had discussed. First, Defendants argued that Dr. Leitzinger’s yardstick was tainted because of the possibility that ThedaCare and four other small providers engaged in some aspects of the Challenged Conduct. Defendants made no showing that removing these providers from the yardstick would make any difference to the results. Second, Defendants argued that the variables and additional testing Dr. Leitzinger used to control for quality were insufficient. Once again, Defendants made no showing that using different control variables would improve the model or affect its results.

Without holding any hearing on *Daubert* or class certification,³ the district court granted the motion to exclude and, as a result, denied class certification. Op.18-20. First, the district court ruled that Dr. Leitzinger’s model was inadmissible because of the possibility that five provider groups out of hundreds in the yardstick engaged in some aspects of the Challenged Conduct. Op.11. Second, the court ruled that Dr. Leitzinger’s model was unreliable because it did not “foreclose the possibility”

³ The parties have not had any hearing or conference of any kind with the district judge since the case was filed in October 2022.

that ANI's higher prices were attributable to a reputation for quality, rather than the undisputed price-fixing. Op.16.⁴

Plaintiffs sought leave to submit a supplemental expert report addressing the district court's critiques. Dkt.231. The district court denied the request. Dkt.232.

REASONS FOR GRANTING REVIEW

Interlocutory review of a class certification is appropriate when there is a "significant probability that the order was erroneous," *Chapman v. Wagener Equities, Inc.*, 747 F.3d 489, 491 (7th Cir. 2014), or when "an appeal may facilitate the development of the law," *Blair*, 181 F.3d at 835. Both considerations favor review here. The district court's decision misapplies *Daubert*, conflicts with decisions of other courts, and contravenes this Court's and the Supreme Court's guidance that antitrust damages need not "be calculated with absolute exactness." *Eastman Kodak Co. v. S. Photo Materials Co.*, 273 U.S. 359, 379 (1927).⁵

I. The District Court Erred and Created a Split of Authority by Excluding Dr. Leitzinger's Testimony Based on a "Tainted" Yardstick.

A yardstick regression is a "well accepted" method of calculating overcharges in antitrust cases. *Fishman v. Estate of Wirtz*, 807 F.2d 520, 551 (7th Cir. 1986); accord *Marshfield*, 152 F.3d at 592. Whether the expert selected the best possible yardstick is, within reasonable bounds, "a question for the jury, not the judge."

⁴ The district court also mentioned control variables for "market share," Op.17, but provided no analysis of this issue. Any such basis for exclusion would be incorrect for the reasons explained here and below. See Dkt.202 at 20-31.

⁵ This Court's appellate jurisdiction derives from Fed. R. Civ. P. 23(f), and subject-matter jurisdiction from 28 U.S.C. §1331.

Manpower, 732 F.3d at 809. After the court ensures a “rational connection between the data and the opinion,” *Gopalratnam v. Hewlett-Packard Co.*, 877 F.3d 771, 781 (7th Cir. 2017), any claim that the selected yardstick was imperfect can be “explored on cross-examination; it does not go to admissibility,” *Manpower*, 732 F.3d at 809. For example, if a defense expert believes that some other market was more comparable to the conspiracy-affected market, the expert can explain that to the jury. *Id.*

Dr. Leitzinger’s yardstick was well within reasonable bounds: he compared ANI Providers’ prices with those of other Wisconsin outpatient providers offering the same services over the same period. He explained why he chose this yardstick, including that it involved the same services delivered over the same time period, inherently controlled for state-specific factors, and was—“generally speaking”—free of the Challenged Conduct. Dkt.202 at 6-7; Dkt.191 ¶34.

Nevertheless, the district court held that Dr. Leitzinger’s yardstick was fundamentally unreliable because five providers among the hundreds in the yardstick *might* have also engaged in some of the Challenged Conduct in negotiations with *one* Network Vendor. Specifically, a BCBS representative testified that five provider groups—making up only about 7% of the yardstick—negotiate with BCBS in a manner similar to ANI. Op.9-10; *see* Dkt.231. The district court concluded that the possibility that the yardstick was not 100% free of the Challenged Conduct rendered Dr. Leitzinger’s regression fundamentally unreliable and inadmissible. Op.8-13.

That was error: the presence of some Challenged Conduct in a yardstick does not render it automatically unreliable. Multiple courts have held exactly that. *See, e.g., In re Packaged Seafood Prods. Antitrust Litig.*, 332 F.R.D. 308, 327 (S.D. Cal.

2019), *aff'd sub nom. Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 671 (9th Cir. 2022) (en banc); *Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.*, 2016 WL 3579953, at *9 (E.D. Wis. June 24, 2016); *In re Processed Egg Prods. Antitrust Litig.*, 312 F.R.D. 171, 195 (E.D. Pa. 2015); *In re Linerboard Antitrust Litig.*, 497 F.Supp.2d 666, 684 (E.D. Pa. 2007); see Dkt.202 at 14-17. The district court's decision thus creates a split of authority both within this Circuit and more broadly.

The district court's purity requirement is mistaken, for four reasons. First, perfection is not the standard. An "important guideline," "well established in our antitrust law," is that "perfect proof is not required." *Arandell*, 149 F.4th at 897. By demanding perfection—a yardstick without even a whiff of potential price-fixing—the district court disregarded this Court's direction "not to let a quest for perfect evidence become the enemy of good evidence." *Id.* Damages calculations are admissible even if "they cannot be calculated with absolute exactness." *Eastman Kodak*, 273 U.S. at 379. Thus, while yardsticks "will seldom approach the 'Utopian ideal,'" *Celebrity Cruises, Inc. v. Essef Corp.*, 434 F.Supp.2d 169, 189 (S.D.N.Y. 2006), they suffice as long as the expert has a "reasonable basis" for concluding that the yardstick is more competitive than the conspiracy-affected market, *Eastman Kodak*, 273 U.S. at 379.

Second, the district court's holding misunderstands that regression analysis is a scientific tool used to demonstrate causation. No one disputes that the Challenged Conduct is more prevalent with ANI—where all providers are necessarily engaged in it—than in the yardstick, where at most a small percentage of the providers are

engaged in it. The regression shows that, holding other factors affecting prices constant, greater prevalence of the Challenged Conduct is associated with higher prices. The district court's apparent belief that the presence of Challenged Conduct renders a regression inherently unable to make such a comparison is tantamount to entirely rejecting the use of a regression to estimate the effects of conduct in antitrust cases. Such a view would be contradicted by decades of antitrust jurisprudence.

Third, a requirement that the yardstick be demonstrably free of Challenged Conduct is asking Plaintiffs to prove a negative, likely an impossible task. No plaintiff could investigate every seller in a yardstick for potentially illegal conduct. And because evidence of Challenged Conduct will rarely be conclusive, the district court's decision creates a Catch-22: if the plaintiffs' expert prophylactically removes all possible price-fixers, he will invite an accusation of intentionally inflating the overcharge based on speculation; if he leaves them in, he will invite an accusation the yardstick is tainted and inadmissible. In reality, neither is disqualifying. The better rule, consistent with *Daubert* and precedent, is that the expert may exercise professional judgment, subject to cross-examination.

Fourth, the rule that imperfections in a reasonably selected yardstick do not warrant exclusion has special force where, as here, the supposed imperfection would work in the *defendant's* favor—*i.e.*, by underestimating damages. *See, e.g., Fond Du Lac*, 2016 WL 3579953, at *9 (“[A]nti-competitive conduct [that] occurred in the benchmark ... would only render his overcharge estimate conservative.”); Dkt.202 at 14-15 (collecting cases). The district court's basis for exclusion—that Plaintiffs may have been harmed even *more* than their expert opined—is the very “perversion of

fundamental principles of justice” this Court has warned against: “deny[ing] all relief to the injured person” just because he cannot “ascertain[] the amount of damages with certainty.” *Loeb Indus. v. Sumitomo Corp.*, 306 F.3d 469, 490 (7th Cir. 2002).

The district court tried to justify its result on evidentiary grounds, but that only compounded the error. The court appeared to accept the proposition that *if* the Challenged Conduct increases prices, then any such conduct in the yardstick would make the overcharge estimate conservative. Op.11-12. But the court refused to apply that “general rule” here “because defendants have introduced evidence to the contrary,” *i.e.*, evidence that the Challenged Conduct could theoretically decrease prices. Op.12-13. And because of this (supposed) dispute of fact about whether price-fixing raises prices, the court held that it could “not assume that a tainted yardstick in this case would be harmless,” Op.13, and excluded the regression entirely.

This was error for multiple reasons. First, it does not distinguish the above-cited cases. In those cases, too, defendants introduced evidence that the Challenged Conduct did not increase prices. *See, e.g., Processed Egg*, 312 F.R.D. at 191 (“Plaintiffs and Defendants dispute whether [the high prices were] the effect of the supply-reduction conspiracy.”). But none of those courts simply pointed to the dispute as a basis to exclude the yardstick.

Second, district courts may not resolve such factual disputes at the *Daubert* stage. Disputes about “[t]he soundness of the factual underpinnings of the expert’s analysis [are] to be determined by the trier of fact.” *Manpower*, 732 F.3d at 806. The district court’s task was not to “assume” one way or the other about the Challenged Conduct’s effects—once it recognized a bona fide dispute on the issue, its job was

done. By instead effectively resolving a merits dispute at the admissibility stage, the court violated *Daubert*'s core principle. *See id.* at 810 (holding that the district court “supplanted [the] adversarial process with its admissibility determination”).

Third, even if the district court could weigh evidence at this stage, its decision to resolve the dispute in Defendants' favor was clear error. Plaintiffs offered extensive evidence that the Challenged Conduct increases prices: *e.g.*, ANI executives' testimony that ANI members [REDACTED] Dkt.186 at 38-41; ANI documents stating that the Challenged Conduct [REDACTED] [REDACTED] and prevents “price wars,” *id.* at 11; Prof. Dranove's testimony that the Challenged Conduct increases healthcare prices, Dkt.198 ¶¶152-205, and Dr. Leitzinger's regression analysis.

The district court ignored this extensive evidence and instead credited Dr. Baker's testimony, which stated that joint contracting “could either increase or decrease prices” because it might “reduce ‘transaction costs.’” Op.13. This testimony is unworthy of credence. For one thing, Dr. Baker never even testified that the Challenged Conduct *would* decrease prices—just that it “could” do so. *Id.* Indeed, no defense expert undertook any analysis of the price effects of any of the conduct in the yardstick. For another, Dr. Baker's statement was not even about the Challenged Conduct—he said only that *clinical integration* might reduce transaction costs—not that *fixing providers' prices* would do so. Many clinically integrated networks operate without fixing prices, *see* Dkt.199 ¶191, making Dr. Baker's testimony beside the point.

This Court recently recognized that “[h]orizontal price-fixing is the most basic, core antitrust violation” and results in “prices higher than would prevail in a competitive market.” *Arandell*, 149 F.4th at 900. Yet in this case, the district court excluded a damages model based on a theory that price-fixing might actually decrease prices—and that as a result, Dr. Leitzinger’s yardstick might be something short of perfect. That fundamental misapplication of *Daubert* and antitrust law warrants review.

II. The District Court Improperly Excluded Dr. Leitzinger’s Testimony Based on a Disagreement About “Quality” Control Variables.

The other basis on which the district court excluded Dr. Leitzinger’s testimony was the court’s belief that Dr. Leitzinger did not appropriately control for health systems’ “reputation for quality.” Op.13-16. In reaching this conclusion, the district court again resolved disputed factual issues in Defendants’ favor—most notably, hypothesizing (without citing any evidence) that ANI’s high prices, like the world-famous Mayo Clinic’s, may be attributable to its reputation for quality, and concluding that “Leitzinger’s failure to account for this alternative explanation makes his conclusion fundamentally unreliable.” *Id.* at 15. This was reversible error: even if Defendants had raised this argument and supported it with evidence (they did not), it is the jury’s job, not the court’s, to consider whether an omitted variable might provide an alternate explanation for a model’s results. *Bazemore v. Friday*, 478 U.S. 385, 400 (1986) (“[F]ailure to include variables will affect the analysis’ probativeness, not its admissibility.”).

As an initial matter, while the district court correctly noted that quality of care should be controlled for in healthcare cases, Op.13 (citing *Marshfield*, 152 F.3d at 593), the district court ignored the fact that Dr. Leitzinger followed *Marshfield*'s exact guidance. *Marshfield* recognized that comparing providers' average "price per patient" may overstate the effect of the anticompetitive conduct because a high-quality hospital system may be referred more complex cases. To avoid this potential bias, regressions should instead compare providers' "price per service." *Id.* Dr. Leitzinger did exactly that, analyzing more than 50 million individual claims on a procedure-by-procedure basis, eliminating potential bias "by patient comorbidities." Dkt.192 ¶59. Dr. Leitzinger also applied multiple other controls that correlate with provider quality, and he conducted a confirmatory "differences-in-differences" regression, which showed that a group of physicians who joined ANI immediately increased their prices by even more than 18.9 percent, even though their quality of care did not change. Dkt.191 ¶¶32-33, 40-44; Dkt.192 ¶¶82-83.

The district court disregarded this and instead seized on an offhand observation Dr. Leitzinger made about the Mayo Clinic to throw out his entire testimony. Op.13-16. As already noted, Dr. Baker's primary challenge to Dr. Leitzinger's model was that ThedaCare showed an overcharge when run through Dr. Leitzinger's regression model. Dr. Leitzinger's primary response was that this purported "false positive" could be explained by ThedaCare's having engaged in similar price-fixing conduct. As a further explanation, Dr. Leitzinger observed that the *only* other large system in the yardstick that produced a similar premium when run through his model was the Mayo Clinic. Dkt. 192 ¶64. Dr. Leitzinger then noted

that ThedaCare is clinically affiliated with Mayo, and that [REDACTED]

[REDACTED]

[REDACTED] *Id.* This observation came after he explained the more fundamental point that the fact that only two systems in the yardstick, out of hundreds, charge a higher price than his model predicts is a sign of the model's strength, not its weakness. *Id.* ¶¶62-63; *cf. Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 808 (7th Cir. 2012) (“[I]t is important not to let a quest for the perfect be the enemy of good evidence.”).

But the district court called this one-paragraph observation about Mayo “Leitzinger’s apparent concession that his model doesn’t account for quality of care,” and held this “fatal problem” required excluding his report altogether. Op.15. According to the court, if the Mayo Clinic and ThedaCare (through its Mayo affiliation) might command a price premium due to Mayo’s superlative reputation, “it seems just as reasonable that the overcharge the model calculated for ANI-CIN could have been due to [similar] quality effects.” *Id.* And because Dr. Leitzinger’s controls and confirmatory tests did not completely “foreclose the possibility” of other explanations for the overcharges, the district court deemed his analysis fundamentally unreliable. Op.16.

This was reversible error. First, there is no evidence that any aspect of quality beyond those already controlled for in Dr. Leitzinger’s model would change the results of the model. While Dr. Baker argued generally that any regression measuring healthcare prices must account for “patient-specific” factors, Dkt.194 ¶¶109-13, none of Defendants’ experts’ reports contains any evidence or analysis showing that any

additional quality-related controls would change Dr. Leitzinger's regression model in any way. Dr. Baker, who tried to rebut Dr. Leitzinger, did not mention Mayo Clinic in his report or attempt to show that ANI had any similar reputation for quality or that any such reputation would have any effect on ANI's prices.

Second, even if Defendants had made and factually buttressed this justification for their elevated prices, it is the jury's job, not the court's, to decide between two "alternative explanation[s]," either of which are "just as reasonable." Op.15. "The soundness of the factual underpinnings of the expert's analysis and the correctness of the expert's conclusions based on that analysis are factual matters to be determined by the trier of fact, or, where appropriate, on summary judgment." *Smith v. Ford Motor Co.*, 215 F.3d 713, 718 (7th Cir. 2000). Defendants are free to argue at trial that, like the Mayo Clinic, ANI can charge elevated prices due to a superlative reputation for quality. But so too should Plaintiffs be allowed to argue, through Dr. Leitzinger, that, instead, it was Defendants' price fixing scheme that (in ANI's Executive Director's words) [REDACTED]

[REDACTED] Dkt.186 at 11.

RELIEF REQUESTED

Plaintiffs' petition should be granted.

Dated: January 2, 2026

Respectfully Submitted,

Jamie Crooks
Michael Lieberman
Amanda R. Vaughn
FAIRMARK PARTNERS, LLP
400 7th Street NW, Suite 304

Washington, DC 20004
Phone: (619) 507-4182
jamie@fairmarklaw.com
michael@fairmarklaw.com
amanda@fairmarklaw.com

Daniel J. Walker
Robert E. Litan
BERGER MONTAGUE PC
1001 G Street, NW, Ste. 400E
Washington, DC 20001
Phone: (202) 559-9745
dwalker@bm.net
rlitan@bm.net

Eric L. Cramer
Zachary D. Caplan
Sarah R. Zimmerman
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Phone: (215) 875-3000
ecramer@bm.net
zcaplan@bm.net
szimmerman@bm.net

Timothy W. Burns
Nathan M. Kuenzi
BURNS BAIR LLP
10 E. Doty Street, Suite 600
Madison, WI 53703
Phone: (608) 286-2808
tburns@burnsbair.com
nkuenzi@burnsbair.com

Counsel for Plaintiffs-Petitioners

CERTIFICATE OF COMPLIANCE

1. This petition complies with the type-volume limitation of Fed. R. App. P. 5(c)(1) because it contains 5,192 words, excluding the parts of the petition exempted by Fed. R. App. P. 5(b)(1)(E) and Fed. R. App. P. 32(f).

2. This petition complies with the typeface requirements of Fed. R. App. P. 32(a)(5) as modified by Circuit Rule 32(b) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this petition has been prepared in a proportionally spaced typeface using Microsoft Word in Century Schoolbook size 12 font.

Dated: January 2, 2026

/s/ Jamie Crooks
Counsel for Plaintiffs-Petitioners

CERTIFICATE OF SERVICE

The undersigned certifies that on this 2nd day of January 2026, a true and accurate copy of the foregoing PETITION FOR PERMISSION TO APPEAL PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 23(f) was served on the following counsel of record via electronic mail:

Zachary M. Johns
Steven A. Reed
R. Brendan Fee
Vincent C. Papa
Kenneth M. Kliebard
Ryan Kantor
MORGAN, LEWIS & BOCKIUS LLP
steven.reed@morganlewis.com
brendan.fee@morganlewis.com
zachary.johns@morganlewis.com
vincent.papa@morganlewis.com
kenneth.kliebard@morganlewis.com
ryan.kantor@morganlewis.com

Daniel Conley
Nathan Oesch
Matthew Splitek
QUARLES & BRADY LLP
daniel.conley@quarles.com
nathan.oesch@quarles.com
matthew.splitek@quarles.com

Dated: January 2, 2026

/s/ Jamie Crooks
Counsel for Plaintiffs-Petitioners

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TEAM SCHIERL COMPANIES and
HEARTLAND FARMS, INC., on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

ASPIRUS, INC. and ASPIRUS NETWORK, INC.,

Defendants.

OPINION and ORDER

22-cv-580-jdp

This is a proposed class action about alleged antitrust violations in the healthcare industry. Plaintiffs Team Schierl Companies and Heartland Farms are businesses who offer self-insured health plans to their employees and purchase healthcare services from defendants Aspirus, Inc. and Aspirus Network, Inc. The court will refer to Aspirus, Inc. as “Aspirus” and Aspirus Network, Inc. as “ANI.” Aspirus is the dominant healthcare provider in north-central Wisconsin. ANI is a membership organization that operates a clinically integrated network (CIN) consisting of Aspirus-owned providers and contracted independent providers. ANI-CIN members delegate to ANI the authority to negotiate prices with payers on their behalf, and all ANI-CIN members agree to accept the same price from each payer as all other members. ANI also requires payers who wish to include any ANI-CIN member within their network to include all ANI-CIN members. Defendants say that this business model promotes care coordination and healthcare quality. Plaintiffs say that it’s an illegal price-fixing scheme in violation of § 1 of the Sherman Act.

Two motions are before the court. First, defendants have moved to exclude a damages model produced by plaintiffs’ class certification expert Jeffrey Leitzinger, which purports to

isolate the overcharges that class members paid as a result of defendants' anti-competitive conduct. The court concludes that the methods underlying Leitzinger's model are unreliable, so the motion to exclude will be granted. Second, Plaintiffs have moved to certify a damages class under Federal Rule of Civil Procedure 23(b)(3). Dkt. 185. That motion will be denied because without Leitzinger's damages model, plaintiffs have no way to measure damages on a class-wide basis.

BACKGROUND

This case is about the payment of outpatient healthcare services.¹ Healthcare services are generally paid for not by patients, but by third-party payers, such as commercial insurers or self-funded health plans. Commercial insurers provide health plans to individuals and entities in exchange for premium payments. Self-funded plans are offered by businesses, governments, or unions to their employees. Self-funded plans may contract with third-party administrators (TPAs) to process claims and make payments, but they collect their own premiums and pay providers from their own funds. Plaintiffs Team Schierl Companies and Heartland Farms, Inc. offer self-funded health plans to their employees. They seek to represent a class of self-funded plans and commercial insurers who purchased outpatient healthcare services on behalf of patients from Aspirus and other providers who are members of the ANI-CIN.

¹ The complaint alleged antitrust violations related to both outpatient and inpatient services, but after discovery, plaintiffs have narrowed their case to outpatient services only. Dkt. 186, at 12 n.2.

The price that putative class members paid to Aspirus and other ANI-CIN members for outpatient services was set through negotiations between ANI and entities that the parties refer to as “network vendors.” Network vendors contract with healthcare providers to assemble provider networks. Many commercial insurers serve as their own network vendors, whereas self-funded plans often use third-party network vendors to negotiate and assemble provider networks on their behalf. Network vendors represent large numbers of prospective patients, which they can use as leverage to negotiate a discounted “in-network” price from providers. ANI negotiates with a number of network vendors, but a majority of its contracts are negotiated with just five of them: The Alliance, Anthem Blue Cross Blue Shield, Security Health Plan, UnitedHealthcare, and the Aspirus HealthPlan.

In this case, plaintiffs challenge two policies that ANI enforces in its negotiations with network vendors. The first policy is joint contracting: if a network vendor wants to include one ANI-CIN member in a provider network, then it must include all ANI-CIN members, and the contract sets a single fee schedule for all ANI-CIN members. Second is exclusivity: ANI-CIN members are prohibited from negotiating their own contracts with a payer if ANI already has a contract with that payer. Defendants say that these policies are necessary to build a coordinated clinical network and deliver high quality healthcare. Plaintiffs say that they amount to illegal price-fixing, inflating the prices that plaintiffs and other payers pay for outpatient healthcare services.

ANALYSIS

Two motions are before the court. Defendants move to exclude several opinions from plaintiffs’ class certification expert Jeffrey Leitzinger, who used statistical techniques to

estimate the overcharges the putative class members paid as a result of the challenged conduct. Dkt. 195. Plaintiffs move for class certification. Dkt. 185. The motion for class certification relies heavily on Leitzinger's opinions, so the court will begin with the motion to exclude. *See Am. Honda Motor Co. v. Allen*, 600 F.3d 813, 816 (7th Cir. 2010) ("The court must . . . resolve any challenge to the reliability of information provided by an expert if that information is relevant to establishing any of the Rule 23 requirements for class certification.").

A. Motion to exclude opinions of Jeffrey Leitzinger

Jeffrey Leitzinger is an economist whose work focuses on antitrust economics. Leitzinger proposed a damages model to estimate the antitrust impact of the challenged conduct on the putative class members. Under *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 592–93 (1993) and *Kumho Tire Company, Ltd. v. Carmichael*, 526 U.S. 137, 147 (1999), the court must ensure that proffered expert testimony meets the requirements of Federal Rule of Evidence 702. The gatekeeping function under *Daubert* essentially involves a three-part test: (1) the proffered expert must be qualified; (2) the expert's methodology must be reliable; and (3) the expert's testimony must be relevant. *Gopalratnam v. Hewlett-Packard Co.*, 877 F.3d 771, 778 (7th Cir. 2017). Neither side disputes that Leitzinger's opinions are relevant to both class certification and the merits of plaintiffs' case.

As for qualifications, the question is whether the expert has the necessary education and training to draw the conclusions he or she offers in the case at hand. *See Hall v. Flannery*, 840 F.3d 922, 926 (7th Cir. 2016). Defendants point out several times in their brief that Leitzinger is not a healthcare economist. Dkt. 196, at 10, 17, 23. But they don't actually contend that Leitzinger has to be a healthcare economist to draw the conclusions he offers in his report. Nor

does the court find that specific expertise in healthcare is necessary; Leitzinger's conclusions rely on general economic methodologies, not anything specific to the healthcare industry.

That leaves reliability. The test for reliability is necessarily flexible. *Daubert* identifies factors the court may consider when determining whether an expert's testimony is reliable—whether the expert's technique has been tested, subjected to peer review and publication, analyzed for errors, or is generally accepted—but these factors “neither necessarily nor exclusively appl[y] to all experts or in every case.” *Gopalratnam* 877 F.3d at 779–80. The reliability inquiry focuses on the expert's methodology; that is, whether the expert exercised “soundness and care” in reaching his opinions. *Timm v. Goodyear Dunlop Tires N. Am., Ltd.*, 932 F.3d 986, 993 (7th Cir. 2019). The inquiry does not ask whether the expert's ultimate conclusions are correct. “The soundness of the factual underpinnings of the expert's analysis and the correctness of the expert's conclusions based on that analysis are factual matters to be determined by the trier of fact.” *Gopalratnam*, 877 F.3d at 781 (quoting *Smith v. Ford Motor Co.*, 215 F.3d 713 (7th Cir. 2000)).

Defendants contend that three of Leitzinger's opinions should be excluded as unreliable: (1) his “yardstick” damages model, which estimated the average overcharge attributable to the challenged conduct; (2) his in-sample prediction analysis, which estimated the class-wide effects of the challenged conduct; and (3) his extrapolation analysis, which estimated damages for class members whose claims data was not produced in discovery. The court concludes that Leitzinger's yardstick model is unreliable because Leitzinger failed to adequately explain how the model isolated the effect of the challenged conduct on prices. The in-sample prediction analysis and extrapolation analysis both rely on the yardstick model, so the court will exclude them as well without considering defendants' additional arguments.

A yardstick model is a common methodology to estimate the impact of alleged anti-competitive conduct on prices. *See, e.g., Blue Cross & Blue Shield United of Wisconsin v. Marshfield Clinic*, 152 F.3d 588, 592–93 (7th Cir. 1998). A yardstick methodology uses prices in a market unaffected by the challenged conduct “as a yardstick against which outcomes in the affected market can be compared.” Dkt. 191 (Leitzinger report), ¶ 31. After controlling for other, non-conspiratorial factors that might affect price, the difference in prices between the affected market and the yardstick is assumed to be the result of the challenged conduct. *Id.*

For his analysis, Leitzinger selected a yardstick comprised of outpatient providers located in Wisconsin but outside north-central Wisconsin.² Leitzinger explained that he excluded providers inside north-central Wisconsin because their prices may have been inflated by “umbrella effects” of ANI-CIN’s pricing. Dkt. 191, ¶ 34 n.50. He limited the yardstick to Wisconsin providers to “control for any pricing considerations that may be state specific.” Dkt. 191, ¶ 34.

To construct his yardstick model, Leitzinger relied on 58 million claims records from 2017–2024, which were produced by the five largest network vendors that contract with ANI: Anthem Blue Cross Blue Shield, United HealthCare, UMR (a subsidiary of United HealthCare that offers third-party administration for self-funded health plans), The Alliance, and Security Health Plan. Dkt. 191, ¶ 29; Dkt. 193, ¶ 2.³ Leitzinger compared ANI-CIN

² Leitzinger used the definition of north-central Wisconsin proposed by plaintiff’s healthcare industry expert David Dranove. Dkt. 198 (Dranove report), ¶ 39. That definition includes the following counties: Iron, Vilas, Forest, Florence, Price, Oneida, Langlade, Lincoln, Taylor, Clark, Marathon, Shawano, Wood, Portage, Juneau, and Adams.

³ Leitzinger’s original expert report dated March 26, 2025, relied on 52 million claims records produced by the network vendors. Dkt. 191. On June 11, 2025, Leitzinger supplemented his report, updating his calculations to include 6 million additional claims records newly produced

providers to yardstick providers by constructing a multiple linear regression model. The explanatory variable was ANI-CIN status, and the response variable was the price charged for outpatient services. *Id.* ¶¶ 30–35. Control variables included the type of outpatient service provided, the date of service, the place of service (such as a hospital, emergency room, or doctor’s office); urbanicity of the service provider’s location; the provider’s physician specialty; the provider’s size; whether the provider was part of a hospital system, standalone hospital, or standalone private practice; and characteristics of the insurance plan and network vendor. *Id.* ¶¶ 32–33. After controlling for these variables, Leitzinger’s model estimated an average overcharge of 18.9 percent for ANI-CIN providers compared with yardstick providers. *Id.* ¶ 35. Leitzinger concluded that this 18.9 percent overcharge was attributable to the challenged conduct in this case.

Defendants concede that a yardstick model is a generally accepted method of computing antitrust damages. Dkt. 196, at 20; *see also Marshfield Clinic*, 152 F.3d at 592–93; *Fishman v. Est. of Wirtz*, 807 F.2d 520, 551 (7th Cir. 1986); *Conwood Co., L.P. v. U.S. Tobacco Co.*, 290 F.3d 768, 793 (6th Cir. 2002). But that doesn’t mean that every yardstick model is necessarily admissible. The reliability of any specific yardstick model depends on whether it can reasonably estimate the prices that would have existed in the affected market if not for the anti-competitive conduct. *City of Rockford v. Mallinckrodt ARD, Inc.*, No. 3:17-cv-50107, 2024 WL 1363544, at 7 (N.D. Ill. Mar. 29, 2024); *Fishman*, 807 F.2d at 550–51. The model must be consistent with plaintiffs’ theory of antitrust liability; in other words, it must measure damages attributable to

by Anthem Blue Cross Blue Shield. Dkt. 193. The updated analysis did not change any of Leitzinger’s conclusions. Leitzinger explains his conclusions in his original report, so the court will cite that report for Leitzinger’s reasoning, but use the calculations from the supplemental report.

the specific conduct that the plaintiffs are challenging. *Comcast Corp. v. Behrend*, 569 U.S. 27, 35 (2013). And the expert must provide sound reasoning for both the yardstick he selects and the variables he includes as controls; otherwise, his conclusion that the model estimates the effects of the challenged conduct is mere *ipse dixit*. *Mallinckrodt*, 2024 WL 1363544, at *10.

Defendants contend that Leitzinger's yardstick model is unreliable because Leitzinger didn't explain why his yardstick is an appropriate control and because Leitzinger didn't account for key variables known to affect the price of outpatient care. The court agrees with defendants on both counts.

1. Selection of appropriate yardstick

As Leitzinger explained in his report, a yardstick model attempts to estimate price in a but-for world where everything is the same except for the alleged anti-competitive conduct. *See* Dkt. 191, at 18. The yardstick stands in for the but-for world, so the extent to which the yardstick approximates the target market absent the challenged conduct is key to its reliability.

Defendants contend that Leitzinger's yardstick is unreliable because he failed to ascertain whether it was "tainted" by the challenged conduct, meaning that providers in the yardstick group had joint contracting or exclusivity policies like ANI-CIN's. Plaintiffs raise two arguments in response. First, they say that Leitzinger did provide sound reasons for assuming that the yardstick was free of the challenged conduct. Second, they say that even if the yardstick was tainted, that wouldn't make the model itself unreliable.

Leitzinger gave three reasons in his expert report why he assumed that the providers in the yardstick did not engage in the challenged conduct. Dkt. 191, ¶ 34. First, he pointed to the deposition of Andrea Lathers, corporate witness for Anthem Blue Cross Blue Shield of Wisconsin, who testified that it was "not common" in Wisconsin for clinically integrated

networks to negotiate a single contract so that every provider in the network receives the same price for the same service. Dkt. 178 (Lathers Dep. 103:23–104:3). Second, Leitzinger noted that published FTC guidance during the class period “cautioned against” the use of exclusive outpatient networks representing a large number of outpatient providers. Third, Leitzinger analyzed whether prices for outpatient services at hospitals owned by three health systems in the yardstick—Froedtert, Ascension, and Mayo Clinic—aligned with prices at independent outpatient providers in the same county as the hospitals. Leitzinger found that the independent providers’ prices were on average 23% lower than the hospitals’ prices, which he took as evidence that these hospital systems were not engaging in joint price setting in the same way that ANI-CIN did.⁴ Dkt. 191, ¶ 34 n.53.

The court does not find these to be sound reasons for assuming that yardstick providers did not engage in the challenged conduct. As for the first reason, Leitzinger misrepresented Lathers’ testimony in his report. Although Lathers initially testified that it was “not common” for clinically integrated networks to negotiate a single price for all providers, she reversed that testimony only moments later, explaining that “[o]ther clinically integrated networks in Wisconsin also negotiate in a similar manner [to ANI].” Dkt. 178 (Lathers Dep. 105:2–4). She then named five networks in Wisconsin that engage in this type of conduct: OakLeaf Surgical clinically integrated network, ThedaCare ACO, Bellin Physician Partners, Independent Physician Network, and Wisconsin IPA. *Id.* at 105:12–24. All of these providers are part of

⁴ Leitzinger did the same analysis for Aspirus hospitals and independent ANI-CIN members in the same county as the Aspirus hospitals. The price difference between the hospitals and the independent providers was close to zero, which is consistent with ANI-CIN’s joint price setting policy.

Leitzinger's yardstick. But Leitzinger failed to investigate any of these providers' price-setting policies; instead, he inexplicably relied on Lather's initial, apparently incorrect, representation.

As for Leitzinger's second reason, he does not explain why the FTC guidance suggests that the providers in the yardstick were not engaged in the challenged conduct. Leitzinger appears to have assumed that the yardstick providers, unlike ANI, complied with the FTC guidance. But he provides no basis for that assumption.

As for the third reason, Leitzinger's analysis of the differences in prices between hospital providers at Froedtert, Ascension, and Mayo, and independent providers in the same counties might be evidence that these three health systems do not engage in the challenged conduct. But Leitzinger provides no reason why he conducted this analysis for only these three health systems, or why his conclusion that these three health systems don't set joint prices can be extrapolated to the rest of the yardstick.

Leitzinger failed to provide a sound reason for assuming that his yardstick was free of the challenged conduct, so that assumption rested on shaky ground from the beginning. But even more problematically, Leitzinger failed to re-evaluate his assumption in the face of evidence from defendants' expert Laurence Baker that at least one yardstick provider did in fact engage in the challenged conduct. In one test of Leitzinger's yardstick model, Baker applied the model to data from ThedaCare, a healthcare system located in northeastern Wisconsin that was part of the yardstick. Dkt. 194 (Baker report), ¶¶ 127–30. The model estimated a 16.1% overcharge for ThedaCare. Adopting Leitzinger's assumption that the yardstick providers did not engage in the challenged conduct, Baker interpreted this as a sign of the model's weakness, reasoning that ThedaCare should have shown no overcharge because it was part of the yardstick. *Id.* But in his rebuttal report, Leitzinger wrote that the model likely estimated an

overcharge for ThedaCare because ThedaCare did in fact engage in the challenged conduct to at least some extent. Dkt. 192, ¶¶ 60–63. To support this assertion, Leitzinger pointed to materials produced in discovery that suggest that ThedaCare also sets a single set of prices for outpatient providers within its clinical network. *Id.* ¶ 61. (Although Leitzinger didn’t mention it, ThedaCare was also one of the provider networks Lathers identified as setting joint prices in a similar manner to ANI.) Leitzinger’s conclusion about ThedaCare amounts to an admission that the yardstick is, to some degree, tainted by the challenged conduct.

Leitzinger’s admission directly undermines his initial assumption that the yardstick providers did not engage in the challenged conduct. Nevertheless, Leitzinger failed to revisit his initial assumption that yardstick providers did not engage in the challenged conduct. At minimum, Leitzinger should have analyzed whether the four other providers that Lathers identified in her deposition engaged in joint price setting, but he didn’t do that, nor did not explain how a tainted yardstick would likely affect the model as a whole. Leitzinger did exclude ThedaCare from the yardstick and re-run the model, noting that the estimated overcharge for ANI increased from 18.9 percent to approximately 20 percent. Dkt. 192, ¶ 65. But that fix doesn’t account for other providers in the yardstick who may also have engaged in the challenged conduct even though Leitzinger didn’t know it.

That brings the court to plaintiffs’ second argument, which is that even if other providers in the yardstick engaged in the challenged conduct, the effect would be harmless because it would only render the model overly conservative. Plaintiffs are correct that courts generally do not require experts to demonstrate that their yardstick is entirely free from the anti-competitive conduct. *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.*, No. 14-md-2542, 2025 WL 354671, at *11 (S.D.N.Y. Jan. 30, 2025) (“[I]t would create an

unworkable and unfair standard to require . . . that the yardstick selected perfectly reflect the affected company but for the anticompetitive conduct.”) (collecting cases). When a tainted yardstick causes the model to underestimate antitrust impact rather than overestimate it, courts generally decline to exclude the model on that basis. *E.g. In re Packaged Seafood Prods. Antitrust Litig.*, 332 F.R.D. 308, 327 (S.D. Cal. 2019); *Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.*, No. 09-CV-0852, 2016 WL 3579953, at *9 (E.D. Wis. June 24, 2016). But that general principle isn’t helpful here, because it’s not clear that taint in this particular yardstick would render the model more conservative.

Crucially, Leitzinger never actually says in any of his reports that taint in the yardstick would necessarily make his model more conservative. Leitzinger said that in his deposition, Dkt. 190 (Leitzinger Dep. 144:14–145:16), but experts must set forth all of their opinions in their written reports; they cannot cure a deficient report via deposition. Fed. R. Civ. P. 26(a)(2); *Salgado by Salgado v. Gen. Motors Corp.*, 150 F.3d 735, 741 n.6 (7th Cir. 1998). Leitzinger did observe an increase in the model’s estimated overcharge from 18.9 percent to 20 percent when he excluded ThedaCare, which implies that ThedaCare’s inclusion did in fact make the model more conservative. Dkt. 192, ¶ 65. But he did not extrapolate that finding to any providers other than ThedaCare or express any general opinion about how taint in the yardstick would affect his model as a whole.

Plaintiffs say that it’s simply a general rule that taint in an antitrust yardstick model makes the model overly conservative. That argument makes some conceptual sense: anti-competitive conduct generally leads to higher prices, so a tainted yardstick would be expected to have higher prices than the “but-for” world it is intended to estimate. But the court can’t assume that the general rule applies in this case, because defendants have introduced

evidence to the contrary. Baker, defendants' healthcare economics expert, opined in his expert report that price effects of the anti-competitive conduct in this case aren't necessarily one-directional; they could either increase or decrease prices. Specifically, Baker wrote that joint contracting can reduce "transaction costs" associated with negotiating healthcare networks, which in turn could reduce prices. Dkt. 194 (Baker report), ¶¶ 36–44. In light of Baker's opinion, and without any opinion of any kind on the issue from Leitzinger, the court cannot assume that a tainted yardstick in this case would be harmless. Leitzinger's complete failure to analyze the taint issue is therefore tantamount to ignoring an obvious alternative explanation for his findings.

2. Control variables

Defendants' second critique of Leitzinger's yardstick relates to the control variables that Leitzinger selected. Control variables account for factors other than the anti-competitive conduct that might explain differences in price between the defendant and the yardstick group. *See Marshfield Clinic*, 152 F.3d at 593. If a model fails to properly control for alternative factors, then it cannot support a reasonable inference that any price differences between the defendant and the yardstick are caused by the anti-competitive conduct.

Defendants argue that Leitzinger's model fails to control for market share and quality, which the Seventh Circuit has recognized as two of "the most important factors" affecting the price of healthcare services. Dkt. 196, at 22–23 (citing *Marshfield Clinic*, 152 F.3d at 593). In response, plaintiffs say that the selection of control variables typically goes to the probative weight of a regression analysis, not to admissibility. Dkt. 202, at 30 (citing *Manpower, Inc. v. Ins. Co. of Pennsylvania*, 732 F.3d 796, 808 (7th Cir. 2013)). Plaintiffs acknowledge that a regression model may be inadmissible if an expert entirely fails to control for salient factors

other than the target conduct that might affect the dependent variable. *E.g.*, *Mallinckrodt*, 2024 WL 1363544, at *8 (excluding an antitrust damages model in which the expert “made no effort to control for any other factors that might have affected” the challenged product’s price). But plaintiffs point out that Leitzinger controlled for numerous factors that might affect the price of outpatient healthcare services, including factors that plaintiffs say might be indicative of market share or quality, such as provider size, specialty, and whether the provider was part of a hospital system, standalone hospital, or private practice. Dkt. 191, ¶¶ 32–33. Accordingly, plaintiffs argue that defendants’ critique amounts to a disagreement between the parties’ experts about whether the controls properly account for all relevant factors, which is an issue of weight, not admissibility.

But there’s a bigger problem with Leitzinger’s analysis, which is that Leitzinger himself fails to consistently explain what he controlled for and consequently, what his model measures. A fundamental assumption of Leitzinger’s model is that it isolates the effects of the anti-competitive conduct at issue in this case. But Leitzinger appears to take a position in his rebuttal report that is inconsistent with that assumption. In that rebuttal report, Leitzinger attempted to explain why two of the providers in his yardstick, ThedaCare and Mayo Clinic, showed significant overcharges when run through his model. Dkt. 192, ¶¶ 63–64. He suggested that ThedaCare may be engaging in the anti-competitive conduct, as discussed earlier, but he also opined that these two providers might show overcharges because they have a reputation for providing particularly high-quality care. *Id.* But that reasoning doesn’t make sense—if Leitzinger’s model truly controlled for relevant, non-conspiratorial factors that might affect price, then an overcharge calculated by the model shouldn’t be explainable based on differences in the quality of care.

Leitzinger's apparent concession that his model doesn't account for quality of care is a fatal problem, because it undermines his bottom-line conclusion that the overcharge he calculated for ANI-CIN is attributable to the challenged conduct. That's because Leitzinger doesn't explain why ThedaCare or Mayo Clinic's overcharges could be due to quality, but ANI-CIN's overcharge is due to the challenged conduct. Based on Leitzinger's own explanation of his model, it seems just as reasonable that the overcharge the model calculated for ANI-CIN could have been due to quality effects. Leitzinger's failure to account for this alternative explanation makes his conclusion fundamentally unreliable.

Plaintiffs raise two arguments in their response brief in support of Leitzinger's model, neither of which are persuasive. First, they point out that Leitzinger's model has a high "adjusted r-squared" of 89.7 percent, a statistic that measures how much of the variation in the dependent variable is explained by the independent variables in the model. Dkt. 202, at 17; *see also* Federal Judicial Center, *Reference Manual on Scientific Evidence, Reference Guide on Statistics*, 404 (3d ed. 2011). But a high r-squared value does not imply that the model accounts for relevant control variables such as quality of care, nor does Leitzinger say that it does. A model that omits a key variable can suffer from systematic bias and still show a strong fit between the independent and dependent variables. *See* James H. Stock and Mark W. Watson, *Introduction to Econometrics* 238 (3d ed. 2015), Dkt. 225-1.

Second, plaintiffs say that another analysis Leitzinger conducted rules out the possibility that ANI-CIN's high prices were due to differences in quality as opposed to the challenged conduct. Leitzinger created a differences-in-differences (DiD) model, which measures the effect of a specific event on a target variable by comparing a treatment group to a control group before and after the event occurs. Dkt. 191 (Leitzinger report), ¶¶ 40–44. In

this case, Leitzinger analyzed prices for a group of healthcare providers who formerly belonged to the Ascension health system both before and after that system was acquired by ANI-CIN in 2021. Leitzinger then compared those prices to prices for other Wisconsin providers during the same period of time, using similar control variables as his yardstick analysis. Leitzinger observed that relative prices increased significantly among the Ascension providers almost immediately after they switched to ANI-CIN. *Id.* ¶ 44. Leitzinger said that the DiD analysis refutes any contention that high prices in ANI-CIN were due to increased quality of care, because there wouldn't have been enough time for any significant increase in quality prior to the prices increasing. Dkt. 192 (Leitzinger rebuttal report), ¶¶ 82–83.

The DiD analysis does not rescue Leitzinger's yardstick model, for two reasons. First, as Leitzinger acknowledged in his reports, the DiD model is not a comprehensive damages model. It included only a small set of providers who all formerly belonged to the same health system, which could introduce its own set of biases. The DiD model may provide some corroboration for Leitzinger's other conclusions, but it doesn't obviate the need for Leitzinger to include appropriate control variables in his damages model to account for price effects unrelated to the challenged conduct. Second, the mere fact that prices increased almost immediately after the Ascension providers joined ANI-CIN doesn't foreclose the possibility that the price increases were due to quality effects. As Leitzinger noted elsewhere in his rebuttal report, quality-related price effects can reflect a health system's *reputation* for quality. *Id.* ¶ 64 (explaining that Mayo Clinic is "nationally renowned for quality care and research" and has a "high quality reputation."). So even if the quality of the Ascension providers couldn't have improved in such a short time after joining ANI-CIN, prices could have increased based solely on ANI-CIN's reputation for quality care.

The bottom line is that an anti-trust regression model is only reliable if it reasonably estimates the price plaintiffs would have paid in the absence of the anti-competitive conduct. To do so, the model must use a valid comparator group and adequately control for price effects caused by factors other than the challenged conduct. *Mallinckrodt*, 2024 WL 1363544, at *10. Leitzinger failed to provide a consistent or well-reasoned explanation for why his model meets either of these criteria. His yardstick group is tainted by the same anti-competitive behavior charged against ANI, and his model doesn't account for quality of care or market share. These are not merely debatable shortcomings that go to the weight of his evidence. His assertion that his model isolates and measures antitrust impact is inadmissible because it is not based on reliable methods. The court will grant defendants' motion to exclude the yardstick model under Rule 702. The court will also exclude Leitzinger's in-sample and extrapolation analyses because they both rely on the yardstick model.

B. Motion for class certification

The requirements for class certification under Rule 23 are well established: (1) the scope of the class as to both its members and the asserted claims must be "defined clearly" using "objective criteria," *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 657 (7th Cir. 2015); (2) the class must be sufficiently numerous, include common questions of law or fact, and be adequately represented by plaintiffs (and counsel) who have claims typical of the class, Fed. R. Civ. P. 23(a); and (3) the class must meet the requirements of at least one of the types of class actions listed in Rule 23(b).

Plaintiffs ask for certification of a damages class under Rule 23(b)(3), which applies if "the questions of law or fact common to class members predominate over any questions affecting only individual members" and "a class action is superior to other available methods

for fairly and efficiently adjudicating the controversy.” The ultimate question in a Rule 23(b)(3) class is whether “judicial economy from consolidation of separate claims outweighs any concern with possible inaccuracies from their being lumped together in a single proceeding for decision by a single judge or jury.” *Mejdrech v. Met-Coil Sys. Corp.*, 319 F.3d 910, 911 (7th Cir. 2003); *see also Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 761 (7th Cir. 2014) (“Ultimately, the court must decide whether classwide resolution would substantially advance the case.”).

Plaintiffs seek certification of the following class under Rule 23:

All Payors whose funds were used to pay Defendants and/or their Co-Conspirators for in-network outpatient professional services provided in North-Central Wisconsin, during the period October 11, 2018, up to and including June 30, 2023 (the “Class Period”).⁵

Excluded from this Class are (1) individuals or entities whose only payments to Defendants were co-pays, co-insurance, and/or other out-of-pocket payments for out-of-network claims, and (2) individuals or entities that paid for only one claim. Also excluded from this Class are Aspirus, ANI, Aspirus Health Plan, and their officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all federal governmental entities.

Dkt. 186, at 12. Essentially, the class consists of commercial insurers and self-funded health plans who paid ANI-CIN members for outpatient services during the relevant period. Plaintiffs also propose an alternative class, which is the same as the above, but includes only entities “who used The Alliance, Anthem, Security Health Plan, United HealthCare, and/or United Healthcare Management Resources as a Network Vendor and/or [third-party administrator].”

⁵ Plaintiffs use the term “co-conspirators” in their briefs to refer to non-Aspirus members of the ANI-CIN.

Dkt. 186, at 12 n.3. These entities provided claims data during discovery, so the calculation of antitrust damages for the alternative class doesn't rely on Leitzinger's extrapolation analysis.

Defendants raise four issues in opposition to class certification. First, they contend that plaintiffs cannot satisfy Rule 23(b)(3)'s predominance requirement because they lack common evidence of antitrust impact. Second, they contend that the proposed class definition includes entities who did not directly pay ANI-CIN members for healthcare. Third, they contend that a class action would not be superior in this case because there are individualized issues related to standing and damages. Fourth, they contend that named plaintiff Heartland Farms cannot adequately represent the class because its representative testified that it "does not care" about the interests of commercial insurers. The predominance issue is dispositive, so the court will deny the motion for class certification on that basis without reaching the other issues.

The exclusion of Leitzinger's damages model is fatal to plaintiffs' ability to satisfy the predominance requirement under Rule 23(b)(3). Predominance is satisfied when "common questions represent a significant aspect of a case and . . . can be resolved for all members of a class in a single adjudication." *Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 815 (7th Cir. 2012) (quoting 7AA Charles Alan Wright & Arthur R. Miller, *Federal Practice & Procedure* § 1778 (3d ed. 2011)). Plaintiffs are not required to show complete commonality of damages, but the rule does require plaintiffs to put forth a common methodology that has the ability to measure damages on a class-wide basis; otherwise "[q]uestions of individual damage calculations will inevitably overwhelm questions common to the class." *Comcast Corp.*, 569 U.S. at 34; *see also Butler v. Sears, Roebuck & Co.*, 727 F.3d 796, 799 (7th Cir. 2013) ("*Comcast* holds that a damages suit cannot be certified to proceed as a class action unless the damages sought are the result of the class-wide injury that the suit alleges.").

As plaintiffs concede in their reply brief, their only class-wide damages evidence is Leitzinger’s yardstick model, which the court has excluded. Dkt. 219, at 47. Plaintiffs point to other, qualitative evidence of antitrust impact arising from the challenged conduct, including internal ANI documents stating that the challenged conduct prevented “price wars,” Dkt. 187-29, and market analyses conducted by health economist David Dranove, concluding that the challenged conduct reduced competition. Dkt. 198. But none of this evidence can measure class-wide damages as required by *Comcast*. The damages model is the heart of this case; without it, individual damage calculations will “inevitably overwhelm questions common to the class.” *Comcast*, 569 U.S. at 34; *see also City of Rockford v. Mallinckrodt ARD, Inc.*, No. 3:17-CV-50107, 2024 WL 1363544, at *10 (N.D. Ill. Mar. 29, 2024) (“In this case, as in others where it is essential, “[n]o damages model, no predominance, no class certification.” (quoting *In re Rail Freight Fuel Surcharge Antitrust Litig.*, 934 F.3d 619, 626 (D.C. Cir. 2019))). Plaintiff’s motion for class certification will be denied.

NEXT STEPS

The court’s ruling on the admissibility of Leitzinger’s opinions and on class certification has significant implications for summary judgment and the court recognizes that plaintiffs will likely pursue their right to interlocutory appeal. Accordingly, the court will stay the dispositive motions deadline. The parties will have two weeks to file a joint status report advising the court how they wish to proceed.

ORDER

IT IS ORDERED that:

1. Plaintiffs' motion for class certification, Dkt. 185, is DENIED.
2. Defendants' motion to exclude expert testimony of Jeffrey Leitzinger, Dkt. 195, is GRANTED. Leitzinger's yardstick damages model, in-sample prediction analysis, and extrapolation analysis are EXCLUDED.
3. The dispositive motions deadline is STAYED. The parties have until January 5, 2026 to file a joint status report advising the court how they wish to proceed.

Entered December 19, 2025.

BY THE COURT:

/s/

JAMES D. PETERSON
District Judge

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

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PROTECTIVE_ORDER

**U.S. District Court
Western District of Wisconsin (Madison)
CIVIL DOCKET FOR CASE #: 3:22-cv-00580-jdp**

Team Schierl Companies et al v. Aspirus, Inc. et al
Assigned to: District Judge James D. Peterson
Referred to: US Magistrate Judge Anita Marie Boor
Cause: 15:1 Antitrust Litigation

Date Filed: 10/11/2022
Jury Demand: Both
Nature of Suit: 410 Anti-Trust
Jurisdiction: Federal Question

Plaintiff**Team Schierl Companies**

*On behalf of themselves and all others
similarly situated*

represented by **Abigail Gertner**

Capstone Law APC
1875 Century Park East
Ste 1860
Los Angeles, CA 90067
310-556-4811
Email:
abigail.gertner@capstonelawyers.com
TERMINATED: 01/17/2025
LEAD ATTORNEY

Amanda Vaughn

Fairmark Partners LLP
400 7th St NW
Suite 304
Washington, DC 20004
202-417-7111
Email: amanda@fairmarklaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Daniel J Walker

Berger Montague PC
1001 G Street, NW
Suite 400 East
Washington, DC 20001
202-559-9745
Email: dwalker@bm.net
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Eric Leon Cramer

Berger Montague PC
1818 Market Streets
Suite 3600

Case: 26-8001

Document: 1-1

Filed: 01/05/2026 Pages: 86

Philadelphia, PA 19103

215-875-3009

Fax: 215-875-4604

Email: ecramer@bergermontague.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Grace Ann Brew**

Berger Montague PC

1818 Market Street

Suite 3600

Philadelphia, PA 19103

215-875-4603

Email: gbrew@bm.net (*Inactive*)*TERMINATED: 07/24/2025**LEAD ATTORNEY**ATTORNEY TO BE NOTICED***James W Crooks**

Fairmark Partners, LLP

1001 G Street, NW

Ste. 400E

Washington, DC 20001

619-507-4182

Email: jamie@fairmarklaw.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Michael Andrew Goldberg**

Fairmark Partners, LLP

1001 G Street, NW

Ste. 400E

Washington, DC 20001

804-651-6738

Email: mgoldberg@fairmarklaw.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Michael J Kane**

Berger Montague PC

1818 Market Street

Suite 3600

Philadelphia, PA 19103

215-875-3000

Email: mkane@bm.net*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Nathan M. Kuenzi**

Burns Bair LLP

10 E. Doty Street

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

Suite 600

Madison, WI 53703

608-286-2874

Email: nkuenzi@burnsbair.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Robert E. Litan**

Berger Montague PC

1001 G Street, NW

Suite 400 East

Washington, DC 20001

202-559-9745

Email: rlitan@bergermontague.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Sarah Zimmerman**

Berger Montague PC

1818 Market Street

Suite 3600

Philadelphia, PA 19103

215-875-3023

Email: szimmerman@bm.net*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Shanon Jude Carson**

Berger Montague PC

1818 Market Street

Suite 3600

Philadelphia, PA 19103

215-875-3000

Fax: 215-875-4604

Email: scarson@bergermontague.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Timothy W. Burns**

Burns Bair LLP

10 E. Doty Street

Suite 600

Madison, WI 53703

608-286-2808

Email: tburns@burnsbair.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Zachary Caplan**

Berger Montague PC

1818 Market Street

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

Suite 3600

Philadelphia, PA 19103

215-875-5704

Email: zcaplan@bm.net

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Leakhena Au**

Fredrikson & Byron

44 East Mifflin Street

Suite 1000

Madison, WI 53703

608-453-4265

Email: lau@fredlaw.com

*TERMINATED: 10/27/2023**ATTORNEY TO BE NOTICED***Robert C.S. Berry**

Berger Montague PC

1818 Market Street

Suite 3600

Philadelphia, PA 19103

215-875-3058

Email: rberry@bm.net

*TERMINATED: 05/10/2024**ATTORNEY TO BE NOTICED***Plaintiff****Heartland Farms, Inc.***On behalf of themselves and all others
similarly situated*represented by **Abigail Gertner**

(See above for address)

*TERMINATED: 01/17/2025**LEAD ATTORNEY***Amanda Vaughn**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Daniel J Walker**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Eric Leon Cramer**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Grace Ann Brew**

(See above for address)

TERMINATED: 07/24/2025

Case: 26-8001

Document: 1-1

Filed: 01/05/2026 Pages: 86

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***James W Crooks**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Michael Andrew Goldberg**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Michael J Kane**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Nathan M. Kuenzi**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Robert E. Litan**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Sarah Zimmerman**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Shanon Jude Carson**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Timothy W. Burns**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Zachary Caplan**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Leakhena Au**

(See above for address)

TERMINATED: 10/27/2023

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

*ATTORNEY TO BE NOTICED***Robert C.S. Berry**

(See above for address)

*TERMINATED: 05/10/2024**ATTORNEY TO BE NOTICED*

V.

Defendant**Aspirus, Inc.**represented by **Matthew J. Splitek**

Quarles & Brady LLP

33 East Main Street, Suite 900

Madison, WI 53703

608-283-2454

Fax: 608-294-4914

Email: Matthew.Splitek@quarles.com

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Patrick M. Harvey**

Husch Blackwell LLP

511 North Broadway, Ste. 1100

Milwaukee, WI 53202

414-978-5321

Email:

patrick.harvey@huschblackwell.com

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***R. Brendan Fee**

Philadelphia

2222 Market Street

Ste 12th Floor

Philadelphia, PA 19103-3007

215-963-5136

Fax: 215-963-5001

Email: brendan.fee@morganlewis.com

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Allison W Reimann**

Godfrey & Kahn

One East Main Street

Ste. 500

Madison, WI 53701

608-284-2277

Fax: 608-257-0609

Email: areimann@gklaw.com

ATTORNEY TO BE NOTICED

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

Jenna Riddle

Godfrey & Kahn
One E. Main Street
Ste Unit 500
Madison, WI 53703
608-284-2632
Email: jriddle@gklaw.com
ATTORNEY TO BE NOTICED

Kenneth Kliebard

Morgan Lewis
110 N. Wacker Drive
Suite 2800
Chicago, IL 60606
312-324-1774
Email:
kenneth.kliebard@morganlewis.com
ATTORNEY TO BE NOTICED

Nathan Oesch

411 East Wisconsin Ave
Suite 2400
Milwaukee, WI 53202
414-277-5120
Email: nathan.oesch@quarles.com
ATTORNEY TO BE NOTICED

Olanike Steen

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
215-963-5282
Email: nicky.steen@morganlewis.com
ATTORNEY TO BE NOTICED

Rishi Satia

Morgan Lewis
One Market
Spear Street Tower, 5th Floor
San Francisco, CA 94105
415-442-1000
Email: rishi.satia@morganlewis.com
ATTORNEY TO BE NOTICED

Ryan M Kantor

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Ave. NW
Washington, DC 20004
202-739-5343
Email: ryan.kantor@morganlewis.com

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

*ATTORNEY TO BE NOTICED***Steven A. Reed**

Philadelphia

2222 Market Street

Philadelphia, PA 19103-3007

215-963-5603

Email: steven.reed@morganlewis.com*ATTORNEY TO BE NOTICED***Vincent Chris Papa**

1701 Market Street

Philadelphia, PA 19103

732-604-9131

Email: vincent.papa@morganlewis.com*PRO HAC VICE**ATTORNEY TO BE NOTICED***Zachary M. Johns**

Morgan, Lewis & Bockius LLP

2222 Market Street

Philadelphia, PA 19103

215-963-5340

Email: zachary.johns@morganlewis.com*ATTORNEY TO BE NOTICED***Defendant****Aspirus Network, Inc.**represented by **Matthew J. Splitek**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Patrick M. Harvey**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***R. Brendan Fee**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Allison W Reimann**

(See above for address)

*ATTORNEY TO BE NOTICED***Jenna Riddle**

(See above for address)

*ATTORNEY TO BE NOTICED***Kenneth Kliebard**

Case: 26-8001

Document: 1-1

Filed: 01/05/2026 Pages: 86

(See above for address)

*ATTORNEY TO BE NOTICED***Nathan Oesch**

(See above for address)

*ATTORNEY TO BE NOTICED***Olanike Steen**

(See above for address)

*ATTORNEY TO BE NOTICED***Rishi Satia**

(See above for address)

*ATTORNEY TO BE NOTICED***Ryan M Kantor**

(See above for address)

*ATTORNEY TO BE NOTICED***Steven A. Reed**

(See above for address)

*ATTORNEY TO BE NOTICED***Vincent Chris Papa**

(See above for address)

*PRO HAC VICE**ATTORNEY TO BE NOTICED***Zachary M. Johns**

(See above for address)

*ATTORNEY TO BE NOTICED***Interested Party****Trilogy Health Solutions, Inc.**represented by **Patrick M. Harvey**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Interested Party****Network Health Plan**represented by **Patrick M. Harvey**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Wendy Katharine Arends**

Husch Blackwell LLP

33 E. Main Street

Ste 300

Madison, WI 53701

608-258-7382

Email:

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

Wendy.Arends@huschblackwell.com

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Interested Party****Bone & Joint Clinic, S.C.**represented by **Patrick M. Harvey**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Wendy Katharine Arends**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Interested Party****Marshfield Clinic Health System, Inc.**represented by **Patrick M. Harvey**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Wendy Katharine Arends**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Interested Party****Security Health Plan of Wisconsin, Inc.**represented by **Patrick M. Harvey**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Wendy Katharine Arends**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Interested Party****UnitedHealth Group**represented by **Andrew C Clausen**

Hinshaw & Culbertson LLP

790 North Water Street

Suite 1950

Milwaukee, WI 53202

414-225-4826

Email: aclausen@hinshawlaw.com*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Judith A Zahid**

Zelle LLP

Case: 26-8001

Document: 1-1

Filed: 01/05/2026

Pages: 86

555 12th Street

Suite 1230

Oakland, CA 94607

415-693-0700

Fax: 415-693-0770

Email: jzahid@zellelaw.com

LEAD ATTORNEY**ATTORNEY TO BE NOTICED****Interested Party****M3 Insurance Solutions, Inc.**represented by **Scott George Salemi**

Murphy Desmond

33 East Main Street

Ste 500

Madison, WI 53703

608-268-5646

Email: ssalemi@murphydesmond.com

LEAD ATTORNEY**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
10/12/2022	<u>1</u>	COMPLAINT against All Defendants. (Filing fee \$ 402 receipt number AWIWDC-3138734.), filed by All Plaintiffs. (Attachments: # <u>1</u> JS-44 Civil Cover Sheet, # <u>2</u> Summons, # <u>3</u> Summons) (Burns, Timothy) (Entered: 10/12/2022)
10/12/2022	<u>2</u>	Motion to Admit Eric Leon Cramer Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3139161.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Cramer, Eric) (Entered: 10/12/2022)
10/12/2022	<u>3</u>	Motion to Admit Abigail Gertner Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3139166.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Gertner, Abigail) (Entered: 10/12/2022)
10/12/2022	<u>4</u>	Motion to Admit Daniel J Walker Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3139185.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Walker, Daniel) (Entered: 10/12/2022)
10/12/2022	<u>5</u>	Motion to Admit Robert E. Litan Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3139257.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Litan, Robert) (Entered: 10/12/2022)
10/12/2022		Case randomly assigned to District Judge James D. Peterson and Magistrate Judge Stephen L. Crocker. (lak) (Entered: 10/12/2022)
10/12/2022		Standard attachments for Judge James D. Peterson required to be served on all parties with summons or waiver of service: NORTC , Corporate Disclosure Statement . (lak) (Entered: 10/12/2022)
10/12/2022	<u>6</u>	Summons Issued as to Aspirus Network, Inc., Aspirus, Inc. (lak) (Entered: 10/12/2022)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

10/12/2022	<u>7</u>	<p>** TEXT ONLY ORDER **</p> <p>ORDER granting <u>2</u> Motion to Admit Eric L. Cramer Pro Hac Vice; granting <u>3</u> Motion to Admit Abigail J. Gertner Pro Hac Vice; granting <u>4</u> Motion to Admit Daniel J. Walker Pro ac Vice; granting <u>5</u> Motion to Admit Robert E. Litan Pro Hac Vice. Signed by Magistrate Judge Stephen L. Crocker on 10/12/2022. (lak) (Entered: 10/12/2022)</p>
10/17/2022	<u>8</u>	Affidavit of Service by Plaintiff. All Defendants. (Burns, Timothy) (Entered: 10/17/2022)
10/18/2022	<u>9</u>	Notice of Appearance filed by Leakhena Au for Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Au, Leakhena) (Entered: 10/18/2022)
10/24/2022	<u>10</u>	Disregard. Modified on 10/26/2022. (lak) (Entered: 10/24/2022)
10/26/2022	<u>11</u>	Corrected Motion to Admit James W Crooks Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3145351.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Motions referred to Magistrate Judge Stephen L. Crocker. (Crooks, James) (Entered: 10/26/2022)
10/26/2022	12	<p>** TEXT ONLY ORDER **</p> <p>ORDER granting <u>11</u> Motion to Admit James W. Crooks Pro Hac Vice. Signed by Magistrate Judge Stephen L. Crocker on 10/26/2022. (lak) (Entered: 10/26/2022)</p>
10/27/2022	<u>13</u>	Notice of Appearance filed by Matthew J. Splitek for Defendants Aspirus Network, Inc., Aspirus, Inc. (Splitek, Matthew) (Entered: 10/27/2022)
10/27/2022	<u>14</u>	Notice of Appearance filed by Nathan Oesch for Defendants Aspirus Network, Inc., Aspirus, Inc. (Oesch, Nathan) (Entered: 10/27/2022)
10/27/2022	<u>15</u>	Joint Motion for Extension of Time to File Answer <i>or Otherwise Respond to Class Action Complaint and to Set Briefing Schedule for Any Motion to Dismiss</i> by Defendants Aspirus Network, Inc., Aspirus, Inc.. Motions referred to Magistrate Judge Stephen L. Crocker. (Splitek, Matthew) (Entered: 10/27/2022)
10/27/2022	16	<p>** TEXT ONLY ORDER **</p> <p>The parties' joint motion to extend defendant's deadline to answer or otherwise respond <u>15</u> is GRANTED. Defendant's new deadline is January 11, 2023. The parties' joint motion to allow 45/21 response/reply deadlines on any front-end motion to dismiss is DENIED without prejudice. Plaintiffs may request an extension of the standard 21-day response deadline after a dismissal motion actually has been filed, and they will have to make their case for why doubling the standard deadline is necessary. Signed by Magistrate Judge Stephen L. Crocker on 10/27/22. (jat) (Entered: 10/27/2022)</p>
10/27/2022	<u>17</u>	Motion to Admit Robert C.S. Berry Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3148280.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Motions referred to Magistrate Judge Stephen L. Crocker. (Berry, Robert) (Entered: 10/27/2022)
10/28/2022	18	<p>** TEXT ONLY ORDER **</p> <p>ORDER granting Motion to Admit Robert Berry Pro Hac Vice. Signed by Magistrate Judge Stephen L. Crocker on 10/28/2022. (lak) (Entered: 10/28/2022)</p>
01/10/2023	<u>19</u>	Motion to Admit R. Brendan Fee Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3178629.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. Motions referred to Magistrate Judge Stephen L. Crocker. (Fee, R. Brendan) (Entered: 01/10/2023)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		01/10/2023)
01/10/2023	20	Motion to Admit Ryan Kantor Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3178639.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. Motions referred to Magistrate Judge Stephen L. Crocker. (Kantor, Ryan) (Entered: 01/10/2023)
01/10/2023	21	Motion to Admit Kenneth Kliebard Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3178651.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. Motions referred to Magistrate Judge Stephen L. Crocker. (Kliebard, Kenneth) (Entered: 01/10/2023)
01/10/2023	22	Motion to Admit Zachary M. Johns Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3178659.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. Motions referred to Magistrate Judge Stephen L. Crocker. (Johns, Zachary) (Entered: 01/10/2023)
01/10/2023	23	Motion to Admit Vincent Chris Papa Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3178662.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. Motions referred to Magistrate Judge Stephen L. Crocker. (Papa, Vincent) (Entered: 01/10/2023)
01/10/2023	24	** TEXT ONLY ORDER ** ORDER granting 19 Motion to Admit R. Brendan Fee Pro Hac Vice; granting 20 Motion to Admit Ryan Kantor Pro Hac Vice; granting 21 Motion to Admit Kenneth M. Kliebard Pro Hac Vice; granting 22 Motion to Admit Zachary M. Johns Pro Hac Vice; granting 23 Motion to Admit Vincent C. Papa Pro Hac Vice. Signed by Magistrate Judge Stephen L. Crocker on 1/10/2023. (lak) (Entered: 01/10/2023)
01/11/2023	25	MOTION TO DISMISS by Defendants Aspirus Network, Inc., Aspirus, Inc.. Brief in Opposition due 2/1/2023. Brief in Reply due 2/13/2023. (Fee, R. Brendan) (Entered: 01/11/2023)
01/11/2023	26	Brief in Support of 25 Motion to Dismiss by Defendants Aspirus Network, Inc., Aspirus, Inc. (Fee, R. Brendan) (Entered: 01/11/2023)
01/11/2023	27	Corporate Disclosure Statement by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Fee, R. Brendan) (Entered: 01/11/2023)
01/12/2023		Set Telephone Pretrial Conference: Telephone Pretrial Conference set for 2/8/2023 at 01:00 PM before Magistrate Judge Stephen L. Crocker. Counsel for Plaintiff responsible for setting up the call to chambers at (608) 264-5153. [Standing Order Governing Preliminary Pretrial Conference attached] (jat) (Entered: 01/12/2023)
01/13/2023	28	Corporate Disclosure Statement by Plaintiff Heartland Farms, Inc.. (Burns, Timothy) (Entered: 01/13/2023)
01/13/2023	29	Corporate Disclosure Statement by Plaintiff Team Schierl Companies. (Burns, Timothy) (Entered: 01/13/2023)
01/18/2023	30	Joint Motion for Extension of Time <i>of Briefing Schedule on Defendants' Motion to Dismiss</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Motions referred to Magistrate Judge Stephen L. Crocker. (Burns, Timothy) (Entered: 01/18/2023)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

01/19/2023	31	** TEXT ONLY ORDER ** ORDER granting 30 Joint Motion for Extension of Time of Briefing Schedule on Defendants' Motion to Dismiss. Brief in Opposition due 2/15/2023. Brief in Reply due 3/13/2023. Signed by Magistrate Judge Stephen L. Crocker on 1/19/23. (jat) (Entered: 01/19/2023)
02/03/2023	32	Joint Report of Rule 26(f) Planning Meeting (Attachments: # 1 Exhibit Joint Proposed Case Schedule) (Burns, Timothy) (Entered: 02/03/2023)
02/08/2023		Minute Entry for proceedings held before Magistrate Judge Stephen L. Crocker: Telephone Preliminary Pretrial Conference held on 2/8/2023 [:15] (cak) (Entered: 02/08/2023)
02/09/2023	33	Standing Order Relating to the Discovery of Electronically Stored Information in a Complex Civil Lawsuit. Signed by Magistrate Judge Stephen L. Crocker on 2/9/2023. (lam) (Entered: 02/09/2023)
02/15/2023	34	Brief in Opposition by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 25 Motion to Dismiss filed by Aspirus, Inc., Aspirus Network, Inc. (Burns, Timothy) (Entered: 02/15/2023)
02/24/2023	35	Pretrial Conference Order - Preliminary Pretrial Packet in cases assigned to District Judge James D. Peterson attached. Motions & Briefs To Certify/Decertify Classes due 11/15/2024. Responses due 12/13/2024. Replies due 1/10/2025. Dispositive Motions due 6/16/2025. Settlement Letters due 11/7/2025. Rule 26(a)(3) Disclosures and Motions in Limine due 11/14/2025. Responses due 12/15/2025. Final Pretrial Conference set for 1/7/2026 at 02:30 PM. Jury Selection and Trial set for 1/26/2026 at 09:00 AM. Signed by Magistrate Judge Stephen L. Crocker on 2/9/2023. (lam) (Entered: 02/24/2023)
03/13/2023	36	Brief in Reply by Defendants Aspirus Network, Inc., Aspirus, Inc. in Support of 25 Motion to Dismiss (Fee, R. Brendan) (Entered: 03/13/2023)
05/04/2023	37	Notice of Supplemental Authority by Plaintiffs Heartland Farms, Inc., Team Schierl Companies . (Attachments: # 1 Exhibit 1 - Davis v. HCA Healthcare Inc., # 2 Exhibit 2 - Uriel Pharmacy Health & Welfare Plan v. Advocate Aurora Health, Inc.) (Burns, Timothy) (Entered: 05/04/2023)
05/12/2023	38	Response to 37 Notice of Supplemental Authority by Defendants Aspirus Network, Inc., Aspirus, Inc. . (Fee, R. Brendan) (Entered: 05/12/2023)
06/06/2023	39	Motion to Admit Olanike Steen Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3254825.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Steen, Olanike) (Entered: 06/06/2023)
06/07/2023	40	** TEXT ONLY ORDER ** ORDER granting 39 Motion to Admit Olanike A. Steen (Nicky Steen) Pro Hac Vice. Signed by Magistrate Judge Stephen L. Crocker on 6/7/2023. (lak) (Entered: 06/07/2023)
06/09/2023	41	Joint Motion for Protective Order by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Attachments: # 1 Text of Proposed Order) (Burns, Timothy) (Entered: 06/09/2023)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

06/09/2023	42	Stipulated Motion for Entry of ESI Agreement and Protocol by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Response due 6/16/2023. (Attachments: # 1 Exhibit Stipulated ESI Agreement and Protocol, # 2 Text of Proposed Order) (Burns, Timothy) (Entered: 06/09/2023)
06/09/2023	43	** TEXT ONLY ORDER ** The parties' proposed protective order is accepted and entered as the court's order. Signed by Magistrate Judge Stephen L. Crocker on 6/9/2023. (lam) (Entered: 06/09/2023)
06/09/2023	44	** TEXT ONLY ORDER ** The parties' Stipulated ESI Agreement and Protocol is accepted and entered by the court, giving it the force of a court order. Signed by Magistrate Judge Stephen L. Crocker on 6/9/2023. (lam) (Entered: 06/09/2023)
06/13/2023	45	Proposed Stipulated Order Regarding Expert Discovery by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) (Entered: 06/13/2023)
06/26/2023	46	** TEXT ONLY ORDER ** The parties' proposed stipulated order regarding expert discovery is accepted and entered as the court's order. Signed by Magistrate Judge Stephen L. Crocker on 6/26/2023. (lam) (Entered: 06/26/2023)
10/17/2023	47	ORDER granting in part and denying in part 25 Motion to Dismiss. Signed by District Judge James D. Peterson on 10/17/2023. (nln) (Entered: 10/17/2023)
10/25/2023	48	Notice of Appearance filed by Nathan M. Kuenzi for Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Kuenzi, Nathan) (Entered: 10/25/2023)
10/25/2023	49	Notice of Withdrawal of Counsel by Timothy W. Burns re: Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>Withdrawal of Leakhena Au</i> (Burns, Timothy) (Entered: 10/25/2023)
10/31/2023	50	ANSWER with Jury Demand by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Fee, R. Brendan) (Entered: 10/31/2023)
11/13/2023	51	Disregard. (Burns, Timothy) Modified on 11/14/2023. (lak) (Entered: 11/13/2023)
11/13/2023	52	Motion to Compel by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Response due 11/20/2023. (Burns, Timothy) (Entered: 11/13/2023)
11/13/2023	53	Brief in Support of 52 Motion to Compel <i>Responses to Plaintiffs' First Set of Interrogatories to Defendants</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Attachments: # 1 Text of Proposed Order) (Burns, Timothy) Modified on 11/14/2023. (lak) (Entered: 11/13/2023)
11/13/2023	54	Declaration of Daniel J. Walker filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 52 Motion to Compel (Attachments: # 1 Exhibit A: Plaintiffs' First Set of Interrogatories to Aspirus, Inc., # 2 Exhibit B: Plaintiffs' First Set of Interrogatories to ANI, # 3 Exhibit C: 2023-10-06 Aspirus Objections and Responses to Plaintiffs' First Set of ROGS, # 4 Exhibit D: 2023-10-06 ANI Objections and Responses to Plaintiffs' First Set of ROGS, # 5 Exhibit E: Email Chain) (Burns, Timothy) (Entered: 11/13/2023)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

11/14/2023	55	Motion to Admit Zachary Caplan Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3336001.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Caplan, Zachary) (Entered: 11/14/2023)
11/15/2023	56	** TEXT ONLY ORDER ** ORDER granting 55 Motion to Admit Zachary D. Caplan Pro Hac Vice. Signed by Magistrate Judge Stephen L. Crocker on 11/15/2023. (lak) (Entered: 11/15/2023)
11/20/2023	57	Brief in Opposition by Defendants Aspirus Network, Inc., Aspirus, Inc. re: 52 Motion to Compel filed by Heartland Farms, Inc., Team Schierl Companies (Attachments: # 1 Disregard, # 2 Disregard, # 3 Disregard) (Fee, R. Brendan) Modified on 11/21/2023. (lak) (Entered: 11/20/2023)
11/21/2023	58	Declaration of Zachary M. Johns filed by Defendants Aspirus Network, Inc., Aspirus, Inc. re: 52 Motion to Compel, (Attachments: # 1 Exhibit A - E-mail dated October 31, 2023, # 2 Exhibit B - Aspirus Inc.'s First Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories) (lak) (Entered: 11/21/2023)
01/08/2024	59	** TEXT ONLY ORDER ** The court will hold a telephonic hearing on plaintiffs' motion to compel discovery (dkt. 52) on January 24, 2024 at 3:00 p.m. If any party wishes to update its submissions, the deadline is January 19, 2024. Signed by Magistrate Judge Stephen L. Crocker on 01/08/2024. (acd) (Entered: 01/08/2024)
01/17/2024	60	Joint Motion to Amend the Protective Order, Dkt. No. 41-1 by Defendants Aspirus Network, Inc., Aspirus, Inc. (Fee, R. Brendan) Modified on 1/17/2024. (lak) (Entered: 01/17/2024)
01/17/2024	61	** TEXT ONLY ORDER ** The parties' Amended Protective Order is accepted and entered as the court's order. Signed by Magistrate Judge Stephen L. Crocker on 01/17/2024. (acd) (Entered: 01/17/2024)
01/19/2024	62	Response re: 59 Text Only Order, <i>Letter re Motion to Compel Update</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Attachments: # 1 Exhibit A: Aspirus Supplemental Interrogatory Responses, # 2 Exhibit B: ANI Supplemental Interrogatory Response) (Burns, Timothy) (Entered: 01/19/2024)
01/19/2024	63	Response re: 59 Text Only Order, <i>Defendants' Supplemental Brief in Opposition to Plaintiffs' Motion to Compel</i> by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Attachments: # 1 Exhibit Defendants' Second Supplemental Responses and Objections to Plaintiffs' Interrogatories) (Fee, R. Brendan) (Entered: 01/19/2024)
01/23/2024	64	Joint Motion for Extension of Time <i>to Extend Deadlines in the Preliminary Pretrial Conference Order</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Attachments: # 1 Exhibit A: Proposed Amended Schedule) (Burns, Timothy) (Entered: 01/23/2024)
01/23/2024	65	** TEXT ONLY ORDER ** The court is amenable to extending the schedule in this case. The parties should be prepared to discuss this at the January 24, 2024 telephonic motion hearing. Signed by

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Magistrate Judge Stephen L. Crocker on 01/23/2024. (acd) (Entered: 01/23/2024)
01/24/2024		Minute Entry for proceedings held before Magistrate Judge Stephen L. Crocker: Telephone Motion Hearing held on 1/24/2024 [:55] (cak) (Entered: 01/24/2024)
01/24/2024	66	** TEXT ONLY ORDER ** At a January 24, 2024 telephonic hearing, the court granted the parties' joint motion to reschedule this case (dkt. 64). The existing schedule is struck and is replaced by the dates and deadlines set forth in the parties' chart, <i>see</i> dkt. 64-1. Signed by Magistrate Judge Stephen L. Crocker on 01/24/2024. (acd) (Entered: 01/24/2024)
01/24/2024	67	** TEXT ONLY ORDER ** On January 24, 2024, the court held a telephonic hearing on plaintiffs' motion to compel discovery, dkt. 52 . In discussion with the parties, the court granted the motion in principle while acknowledging that the parameters of what additional information defendants must provide and in what form will require substantial additional discussion between the parties. The court ordered the parties to meet and confer as often as necessary to attempt to resolve these issues by the end of February. They are to file a joint letter not later than March 1, 2024 to report where they find themselves. Signed by Magistrate Judge Stephen L. Crocker on 01/24/2024. (acd) (Entered: 01/24/2024)
03/01/2024	68	Status Report (<i>Joint</i>) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Burns, Timothy) (Entered: 03/01/2024)
03/14/2024	69	Notice of Change of Address by Daniel J Walker (Walker, Daniel) (Entered: 03/14/2024)
05/07/2024		Judge update in case. Case now assigned to Magistrate Judge Anita M. Boor. Case no longer assigned to Magistrate Judge Stephen L. Crocker. (sdl) (Entered: 05/07/2024)
05/10/2024	70	Notice of Withdrawal of Counsel by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. <i>Withdrawal of Appearance of Robert C.S. Berry</i> . (Walker, Daniel) Modified on 5/13/2024: Notice (Other) to Notice of Withdrawal of Counsel. (lak) (Entered: 05/10/2024)
05/10/2024	71	** TEXT ONLY ORDER ** The court accepts the withdrawal of Robert C.S. Berry and directs the clerk's office to update the docket with this change. Signed by Magistrate Judge Anita M. Boor on 5/10/2024. (voc) (Entered: 05/10/2024)
06/14/2024	72	Motion to Admit Grace Ann Brew Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3442453.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Brew, Grace Ann) (Entered: 06/14/2024)
06/17/2024	73	** TEXT ONLY ORDER ** ORDER granting 72 Motion to Admit Grace Ann Brew Pro Hac Vice. Signed by Magistrate Judge Anita M. Boor on 6/17/2024. (lak) (Entered: 06/17/2024)
07/12/2024	74	Transcript of Telephonic Motion Hearing, held 1/24/24 before Magistrate Judge Stephen L. Crocker. Court Reporter: JLD. Please review the court's policy regarding electronic transcripts of court proceedings: see Electronic Transcript Instructions . (jat) (Entered: 07/12/2024)
07/23/2024	75	Third Party Motion for Attorney Fees <i>Incurred as a Result of Responding to Plaintiffs' and Defendants' Third-Party Subpoenas</i> by Interested Parties Trilogy Health

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Solutions, Inc., Network Health Plan, Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Security Health Plan of Wisconsin, Inc.. Brief in Opposition due 8/13/2024. Brief in Reply due 8/23/2024. (Harvey, Patrick) Modified on 7/23/2024: The addresses of all interested parties have been deleted. Some parties are now in the database two, three and four times. (lak) (Entered: 07/23/2024)
07/23/2024	76	Third Party Brief in Support of 75 Motion for Attorney Fees, <i>Incurred as a Result of Responding to Plaintiffs' and Defendants' Third-Party Subpoenas</i> by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Trilogy Health Solutions, Inc. (Harvey, Patrick) (Entered: 07/23/2024)
07/23/2024	77	Declaration of Lisa Boero filed by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Trilogy Health Solutions, Inc. re: 75 Motion for Attorney Fees,, (Attachments: # 1 Exhibit A - Subpoena to Marshfield Medical Center, # 2 Exhibit B - Subpoena to Marshfield Clinic Health System, Inc., # 3 Exhibit C - Subpoena to Security Health Plan of Wisconsin dated June 20, 2023, # 4 Exhibit D - Subpoena to Security Health Plan of Wisconsin, Inc. dated September 22, 2023) (Harvey, Patrick) (Entered: 07/23/2024)
07/23/2024	78	Declaration of Brent Turner filed by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Trilogy Health Solutions, Inc. re: 75 Motion for Attorney Fees,, (Attachments: # 1 Exhibit A - Subpoena to Bone & Joint Clinic, S.C. dated July 13, 2023, # 2 Exhibit B - Subpoena to Bone & Joint Clinic, S.C. dated September 22, 2023) (Harvey, Patrick) (Entered: 07/23/2024)
07/23/2024	79	Declaration of John Becker filed by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Trilogy Health Solutions, Inc. re: 75 Motion for Attorney Fees,, (Attachments: # 1 Exhibit A - Subpoena to Network Health Plan) (Harvey, Patrick) (Entered: 07/23/2024)
07/23/2024	80	Declaration of William Felsing filed by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Plaintiff Team Schierl Companies re: 75 Motion for Attorney Fees,, (Attachments: # 1 Exhibit A - Subpoena to Trilogy Health Solutions, # 2 Exhibit B - Trilogy Health Solutions, Inc.'s Response to Plaintiffs' Subpoena) (Harvey, Patrick) (Entered: 07/23/2024)
08/13/2024	81	Brief in Opposition by Defendants Aspirus Network, Inc., Aspirus, Inc. re: 75 Motion for Attorney Fees,, filed by Trilogy Health Solutions, Inc., Security Health Plan of Wisconsin, Inc., Network Health Plan, Marshfield Clinic Health System, Inc., Bone & Joint Clinic, S.C. (Fee, R. Brendan) (Entered: 08/13/2024)
08/13/2024	82	Disregard. Modified on 8/14/2024. (lak) (Entered: 08/13/2024)
08/13/2024	83	Brief in Opposition by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 75 Motion for Attorney Fees,, filed by Trilogy Health Solutions, Inc., Security Health

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Plan of Wisconsin, Inc., Network Health Plan, Marshfield Clinic Health System, Inc., Bone & Joint Clinic, S.C. (Burns, Timothy) Modified on 8/14/2024. (lak) (Entered: 08/13/2024)
08/13/2024	84	Declaration of Jamie Crooks filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>in Support of Opposition</i> re: 75 Motion for Attorney Fees. (Burns, Timothy) Modified on 8/14/2024. (lak) (Entered: 08/13/2024)
08/14/2024	85	Declaration of Ryan M. Kantor filed by Defendants Aspirus Network, Inc., Aspirus, Inc. <i>in Support of Defendants' Opposition</i> re: 75 Motion for Attorney Fees,, (Attachments: # 1 Exhibit A - Letter to Z. Johns, # 2 Exhibit B - Letter to Z. Johns, # 3 Exhibit C - Email to A. Naik, # 4 Exhibit D - Email to R. McCann, # 5 Exhibit E - Email to R. Hoak, # 6 Exhibit F - Email to R. Hoak, # 7 Exhibit G - Email to R. McCann, # 8 Exhibit H - Email to W. Arends, # 9 Exhibit I - Email to W. Arends, # 10 Exhibit J - Email to W. Arends, # 11 Exhibit K - Letter to V. Papa, # 12 Exhibit L - Letter to V. Papa) (Fee, R. Brendan) (Entered: 08/14/2024)
08/15/2024	86	Disregard. Modified on 8/16/2024. (lak) (Entered: 08/15/2024)
08/15/2024	87	Disregard. Modified on 8/16/2024. (lak) (Entered: 08/15/2024)
08/15/2024	88	Declaration of Jamie Crooks filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>in Support</i> re: 89 Motion to Compel, (Attachments: # 1 Exhibit A: Notice of Service of Subpoena, Subpoena, and Exhibits to Same) (Burns, Timothy) Modified on 8/16/2024. (lak) (Entered: 08/15/2024)
08/16/2024	89	Motion to Compel by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Response due 8/23/2024. (Burns, Timothy) (Entered: 08/16/2024)
08/16/2024	90	Brief in Support of 89 Motion to Compel <i>Non-Party UnitedHealth Group to Produce Data and Documents by a Date Certain</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Attachments: # 1 Text of Proposed Order) (Burns, Timothy) (Entered: 08/16/2024)
08/16/2024	91	** TEXT ONLY ORDER ** The court RESETS the briefing schedule for plaintiffs' motion to compel, Dkt. 89 , as follows: Brief in Opposition due 9/6/2024; Brief in Reply due 9/16/2024. Plaintiffs are ORDERED to send notice of these deadlines to counsel for nonparty UnitedHealth Group. Signed by Magistrate Judge Anita M. Boor on 8/16/2024. (jls) (Entered: 08/16/2024)
08/21/2024	92	Stipulated Motion for Extension of Time by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Attachments: # 1 Text of Proposed Order) (Harvey, Patrick) (Entered: 08/21/2024)
08/22/2024		Action Requested: All interested parties are required to file completed corporate disclosure statements. Please use this court's current form. (lak) (Entered: 08/22/2024)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

08/22/2024	93	** TEXT ONLY ORDER ** The parties' stipulated motion or extension of time, Dkt. 92 , is GRANTED. The deadline for the third parties to file their reply brief in support of their motion for costs and fees is extended to August 30, 2024. Signed by Magistrate Judge Anita M. Boor on 8/22/2024. (jls) (Entered: 08/22/2024)
08/27/2024	94	Corporate Disclosure Statement by Interested Party Trilogy Health Solutions, Inc.. (Harvey, Patrick) (Entered: 08/27/2024)
08/30/2024	95	Notice of Appearance filed by Wendy Katharine Arends for Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc.. (Arends, Wendy) (Entered: 08/30/2024)
08/30/2024	96	Corporate Disclosure Statement by Interested Parties Marshfield Clinic Health System, Inc., Security Health Plan of Wisconsin, Inc.. (Arends, Wendy) (Entered: 08/30/2024)
08/30/2024	97	Corporate Disclosure Statement by Interested Party Network Health Plan. (Arends, Wendy) (Entered: 08/30/2024)
08/30/2024	98	Corporate Disclosure Statement by Interested Party Bone & Joint Clinic, S.C.. (Arends, Wendy) (Entered: 08/30/2024)
08/30/2024	99	Brief in Reply by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Trilogy Health Solutions, Inc. in Support of 75 Motion for Attorney Fees., (Harvey, Patrick) (Entered: 08/30/2024)
08/30/2024	100	Declaration of Wendy Arends filed by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc. re: 75 Motion for Attorney Fees., (Harvey, Patrick) (Entered: 08/30/2024)
08/30/2024	101	Declaration of Rob McCann, Esq. filed by Interested Parties Bone & Joint Clinic, S.C., Marshfield Clinic Health System, Inc., Network Health Plan, Security Health Plan of Wisconsin, Inc., Trilogy Health Solutions, Inc. re: 75 Motion for Attorney Fees., (Harvey, Patrick) (Entered: 08/30/2024)
09/06/2024	102	Notice of Appearance filed by Andrew C Clausen for Interested Party UnitedHealth Group. (Clausen, Andrew) (Entered: 09/06/2024)
09/06/2024	103	Unopposed Motion for Extension of Time <i>to File Response to Plaintiffs' Motion to Compel</i> by Interested Party UnitedHealth Group. (Attachments: # 1 Text of Proposed Order) (Clausen, Andrew) (Entered: 09/06/2024)
09/06/2024	104	** TEXT ONLY ORDER ** ORDER granting 103 Motion for Extension of Time. Brief in Opposition due 9/13/2024. Signed by US Magistrate Judge Anita Marie Boor on 9/6/2024. (voc) (Entered: 09/06/2024)
09/09/2024		Action Requested: UnitedHealth Group's corporate disclosure statement is due. Please use this court's current form. (lak) (Entered: 09/09/2024)
09/09/2024	105	Corporate Disclosure Statement by Interested Party UnitedHealth Group. (Clausen, Andrew) (Entered: 09/09/2024)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

09/13/2024	106	Motion to Admit Judith A Zahid Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3491088.) by Interested Party UnitedHealth Group. (Zahid, Judith) (Entered: 09/13/2024)
09/13/2024	107	Unopposed Motion for Extension of Time <i>to File Response to Plaintiffs' Motion to Compel</i> by Interested Party UnitedHealth Group. (Attachments: # 1 Text of Proposed Order) (Zahid, Judith) (Entered: 09/13/2024)
09/16/2024	108	** TEXT ONLY ORDER ** ORDER granting 106 Motion to Admit Judith A. Zahid Pro Hac Vice. Signed by Magistrate Judge Anita Marie Boor on 9/16/2024. (lak) (Entered: 09/16/2024)
09/16/2024	109	** TEXT ONLY ORDER ** Unopposed Motion for Extension of Time to File Response to Plaintiffs' Motion to Compel 107 is GRANTED. Brief in Opposition due 9/20/2024. Brief in Reply due 9/30/2024. Signed by Magistrate Judge Anita Marie Boor on 9/16/24. (jat) (Entered: 09/16/2024)
09/17/2024	110	Motion to Admit Amanda Vaughn Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3492937.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Vaughn, Amanda) (Entered: 09/17/2024)
09/18/2024	111	** TEXT ONLY ORDER ** ORDER granting 110 Motion to Admit Amanda Vaughn Pro Hac Vice. Signed by Magistrate Judge Anita Marie Boor on 9/18/2024. (lak) (Entered: 09/18/2024)
09/19/2024	112	Joint Motion to Stay <i>Further Briefing on Plaintiffs' Motion to Compel</i> by Interested Party UnitedHealth Group. (Attachments: # 1 Text of Proposed Order) (Zahid, Judith) (Entered: 09/19/2024)
09/20/2024	113	** TEXT ONLY ORDER ** Plaintiffs and non-party subpoena recipient UnitedHealth Group have filed a joint motion to stay briefing on plaintiffs' pending motion to compel. Dkt. 112 . These parties report that "they have now reached an agreement on productions that should avoid the need for judicial intervention or resolution" of the motion to compel. Yet, the parties ask that the court hold the motion to compel open until September 30, which is when UnitedHealth Group has committed to producing certain data. With an agreement now in place, the court sees no active discovery dispute, so the court will DENY the motion to compel, Dkt. 89 , without prejudice. The court expects UnitedHealth Group to uphold its end of the agreement. If it fails, plaintiffs may renew their motion to compel, and the court will set a new briefing schedule then. With the motion to compel resolved, the joint motion to stay, Dkt. 112 , is DENIED as moot. The parties bear their own costs on these motions. Signed by Magistrate Judge Anita Marie Boor on 9/20/2024. (voc) (Entered: 09/20/2024)
09/20/2024	114	Joint Motion for Extension of Time <i>to Extend Deadlines in the First Amended Schedule</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Attachments: # 1 Exhibit A - Proposed Second Amended Schedule) (Burns, Timothy) Modified on 9/20/2024: Added exhibit description. E-mail sent to counsel. (lak) (Entered: 09/20/2024)
09/27/2024	115	ORDER denying 75 Third Party Motion for Attorney Fees Incurred as a Result of Responding to Plaintiffs' and Defendants' Third-Party Subpoenas; ordering the parties to resolve any lingering disputes with third-party movants; denying 114 Motion to

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Extend Deadlines in the First Amended Schedule; and resetting certain deadlines. Signed by Magistrate Judge Anita Marie Boor on 9/27/2024. (jls) (Entered: 09/27/2024)
10/16/2024	116	Motion to Compel <i>Responses to Defendants' Interrogatories and Requests for Admission [Oral Argument Requested]</i> by Defendants Aspirus Network, Inc., Aspirus, Inc.. Response due 10/23/2024. (Attachments: # 1 Text of Proposed Order) (Fee, R. Brendan) (Entered: 10/16/2024)
10/16/2024	117	Brief in Support of 116 Motion to Compel, by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Fee, R. Brendan) (Entered: 10/16/2024)
10/16/2024	118	Redaction to 117 Brief in Support of <i>Motion to Compel</i> by Defendants Aspirus Network, Inc., Aspirus, Inc. (Fee, R. Brendan) (Entered: 10/16/2024)
10/16/2024	119	Declaration of Zachary M. Johns filed by Defendants Aspirus Network, Inc., Aspirus, Inc. re: 116 Motion to Compel, (Attachments: # 1 Exhibit A: Aspirus First Set of Interrogatories, # 2 Exhibit B: TSC Response to First Interrogatories, # 3 Exhibit C: HF Response to First Interrogatories, # 4 Exhibit D: TSC Amended Response to First Interrogatories, # 5 Exhibit E: HF Amended Response to First Interrogatories, # 6 Exhibit F: TSC Second Response to First Interrogatories, # 7 Exhibit G: HF Second Response to First Interrogatories, # 8 Exhibit H: TSC Third Response to First Interrogatories, # 9 Exhibit I: HF Third Response to First Interrogatories, # 10 Exhibit J: ANI First Interrogatories, # 11 Exhibit K: TSC Amended Response to ANI First Interrogatories, # 12 Exhibit L: HF Amended Response to ANI First Interrogatories, # 13 Exhibit M: Defendants First RFA, # 14 Exhibit N: Plaintiffs Response to First RFA, # 15 Exhibit O: June 7, 2024 Letter from Plaintiffs, # 16 Exhibit P: June 28, 2024 Letter from Defendants, # 17 Exhibit Q: 8-23-24 Email from A. Rose, # 18 Exhibit R: 8-23-24 Email from G. Brew) (Fee, R. Brendan) (Entered: 10/16/2024)
10/16/2024	120	Motion to Seal Document 117 Brief in Support by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Fee, R. Brendan) (Entered: 10/16/2024)
10/17/2024	121	** TEXT ONLY ORDER ** Defendants have filed a motion to seal excerpts of their brief in support of their motion to compel. Dkt. 120 . Defendants say the excerpts contain material that was designated "Highly Confidential--Outside Attorneys' Eyes Only" under the amended protective order previously entered in this case. <i>See</i> Dkt. 60 . While defendants apparently disagree with this designation, they cite it as the basis for their motion to seal. But defendants need not file a separate motion to seal with the amended protective order in force. That order authorizes parties to file material under seal so long as it is designated pursuant to the order. <i>Id.</i> at 18. Administrative Order No. 337 confirms this point, as it authorizes parties to file material under seal when there is either a protective order previously entered or a motion to seal contemporaneously filed. Defendants concede the material at-issue was designated under a previously entered protective order, so their motion to seal is unnecessary. For this reason, the motion is DENIED. For the avoidance of doubt: The material is under seal and will remain

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		under seal pursuant to the amended protective order. Signed by Magistrate Judge Anita Marie Boor on 10/17/2024. (rks) (Entered: 10/17/2024)
10/17/2024	122	Notice of Appearance filed by Allison W Reimann for Defendants Aspirus Network, Inc., Aspirus, Inc.. (Reimann, Allison) (Entered: 10/17/2024)
10/17/2024	123	Notice of Appearance filed by Jenna Riddle for Defendants Aspirus Network, Inc., Aspirus, Inc.. (Riddle, Jenna) (Entered: 10/17/2024)
10/18/2024	124	Motion for Extension of Time <i>to Respond to Defendants' Motion to Compel</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) (Entered: 10/18/2024)
10/18/2024	125	** TEXT ONLY ORDER ** ORDER granting 124 Motion for Extension of Time. Brief in Opposition due 10/30/2024. Signed by Magistrate Judge Anita Marie Boor on 10/18/2024. (voc) (Entered: 10/18/2024)
10/25/2024	126	Joint Letter of Plaintiffs and SHP in Response to Court Order re 115 Text Only Order,, Scheduling Order, by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Response due 11/1/2024. (Burns, Timothy) (Entered: 10/25/2024)
10/25/2024	127	Declaration of Amanda Vaughn filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>In Support of Plaintiffs' Letter to the Court Regarding SHP's Compliance with Subpoena.</i> re: 126 Motion for Miscellaneous Relief (Attachments: # 1 Exhibit 1: Emails Between Plaintiffs and SHP, # 2 Exhibit 2: Letter from SHP and Other Third Parties to Plaintiffs, # 3 Exhibit 3: Emails Between Plaintiffs and SHP (October)) (Burns, Timothy) (Entered: 10/25/2024)
10/25/2024	128	Declaration of Lisa Boero filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 126 Motion for Miscellaneous Relief (Burns, Timothy) (Entered: 10/25/2024)
10/25/2024	129	Response re: 115 Text Only Order,, Scheduling Order, <i>Joint Letter from Defendants and Non-Parties Marshfield Clinic Health System and Security Health Plan Regarding Outstanding Discovery Disputes</i> by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Attachments: # 1 Exhibit Exhibit A - MCHS and SHP Position Statement, # 2 Exhibit Exhibit B - W. Arends Oct. 11 Letter, # 3 Exhibit Exhibit C - R. Kantor Oct. 4 Letter re MCHS and SHP, # 4 Exhibit Exhibit D - R. Kantor Oct. 4 Letter re SAS) (Fee, R. Brendan) Modified on 10/28/2024 (voc/amb). (Entered: 10/25/2024)
10/28/2024	130	** TEXT ONLY ORDER ** Plaintiffs and defendants have filed separate letters with the court, Dkt. 126 and Dkt. 129 , requesting the court resolve certain lingering discovery disputes with nonparties Marshfield Clinic Health System (MCHS) and Security Health Plan (SHP). Those requests are GRANTED insofar as the court will hold a telephonic hearing to adjudicate the disputes. It is ORDERED: The parties must convey this order to counsel for MCHS and SHP, confer with them, and select one of the following dates and times during which counsel for the parties and nonparties can attend and participate in a hearing: November 6 at 10:00 AM or 2:00 PM, November 7 at 10:00 AM, or November 8 at 10:00 AM or 2:00 PM. The parties must file a letter reporting the selected date and time by October 30, 2024. Counsel for MCHS and SHP must file a

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		notice of limited appearance by October 31, 2024. At the hearing, counsel for MCHS and SHP must be prepared to discuss the disputed claim data--the form and size of the data, how and where the data are stored, and the work associated with exporting the data. Counsel for both plaintiffs and defendants must be prepared to discuss how and where they would store the exported data and cost-sharing measures they are able to undertake, including the hiring of a joint computer forensic expert to export and store the data. Signed by Magistrate Judge Anita Marie Boor on 10/28/2024. (voc) (Entered: 10/28/2024)
10/29/2024	131	Response to Order re: 130 Text Only Order, by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) Modified on 10/30/2024. (lak) (Entered: 10/29/2024)
10/30/2024		Telephone Motion Hearing set for 11/7/2024 at 02:00 PM before Magistrate Judge Anita M. Boor. Please call (669) 254-5252 and enter meeting ID 161 2455 6623 when prompted. Wait to be admitted into the conference. (voc/amb) (Entered: 10/30/2024)
10/30/2024	132	Disregard. Modified on 10/31/2024. (lak) (Entered: 10/30/2024)
10/30/2024	133	Disregard. Modified on 10/31/2024. (lak) (Entered: 10/30/2024)
10/30/2024	134	Brief in Opposition by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 116 Motion to Compel, filed by Aspirus, Inc., Aspirus Network, Inc. (<u>Sealed Document</u>) (Burns, Timothy) (Entered: 10/30/2024)
10/30/2024	135	Disregard. (<u>Sealed Document</u>) Modified on 10/31/2024. (lak) (Entered: 10/30/2024)
10/31/2024	136	Declaration of Jamie Crooks filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 116 Motion to Compel, (<u>Sealed Document</u>) (Attachments: # 1 Exhibit A: Prepaid Forward Purchasing Agreement, # 2 Exhibit B: Letter to J. Crooks, # 3 Exhibit C: Letter to M. Splitek, # 4 Exhibit D: Defendants' First Set of Requests for Production to Plaintiffs, # 5 Exhibit E: Defendants' Second Set of Requests for Production to Plaintiffs) (Burns, Timothy) (Entered: 10/31/2024)
10/31/2024	137	Redaction to 134 Brief in Opposition by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Burns, Timothy) (Entered: 10/31/2024)
10/31/2024	138	Redaction to 136 Declaration,, by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Attachments: # 1 Exhibit A: Redacted Prepaid Forward Purchasing Agreement, # 2 Exhibit B: Redacted Letter to J. Crooks, # 3 Exhibit C: Redacted Letter to M. Splitek, # 4 Exhibit D: Defendants' First Set of Requests for Production to Plaintiffs, # 5 Exhibit E: Defendants' Second Set of Requests for Production to Plaintiffs) (Burns, Timothy) (Entered: 10/31/2024)
10/31/2024	139	Notice of Appearance [<i>Limited</i>] filed by Wendy Katharine Arends for Interested Parties Marshfield Clinic Health System, Inc., Security Health Plan of Wisconsin, Inc.. (Arends, Wendy) (Entered: 10/31/2024)
11/07/2024		Minute Entry for proceedings held before Magistrate Judge Anita Marie Boor: Telephone Motion Hearing held on 11/7/2024 re 126 Joint Letter of Plaintiffs and SHP in Response to Court Order re 115 Text Only Order,, Scheduling Order, filed by

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Heartland Farms, Inc., Team Schierl Companies, 129 Motion filed by Aspirus, Inc., Aspirus Network, Inc. [01:25] (ckl) (Entered: 11/07/2024)
11/08/2024	140	<p>** TEXT ONLY ORDER **</p> <p>The court held a hearing on the parties' ongoing disputes with nonparties Marshfield Clinic Health System (MCHS) and Security Health Plan (SHP). Dkt. 126 and Dkt. 129. First, the court addressed the parties' request for claims data. For the reasons explained on the record, the parties' request for claims data is GRANTED as relevant and proportional to the class certification question. But in light of SHP's burden concerns, the parties are to meet and confer and craft a narrowed claims data request and related set of specifications that allows the necessary data to be pulled once for both parties. This streamlined request is due to SHP no later than November 14, 2024, and SHP must complete production of the data no later than December 13, 2024. Second, the court addressed defendants' request for payor and provider contracts and GRANTED that request in part for the reasons stated at the hearing. MCHS and SHP must produce the information in the contract files of the ten entities identified by defendants no later than November 27, 2024, but with the pricing redacted in any currently operative contracts. Finally, SHP requests attorneys' fees associated with the filing of the parties' joint letters and the hearing, as well as compensation for the costs associated with complying with the court's orders. There was insufficient information for the court to rule on the request. The parties are ORDERED to meet and confer regarding cost sharing to defray SHP's production costs for complying with this order. After production is made, if there remains any dispute regarding costs, SHP may file a motion.</p> <p>Signed by Magistrate Judge Anita Marie Boor on 11/8/2024. (voc) (Entered: 11/08/2024)</p>
11/12/2024	141	<p>Transcript of Motion Hearing, held 11/7/2024 before Magistrate Judge Anita M. Boor. Court Reporter: PH.</p> <p>Please review the court's policy regarding electronic transcripts of court proceedings: see Electronic Transcript Instructions. (voc) (Entered: 11/12/2024)</p>
12/11/2024	142	<p>ORDER granting in part and denying in part 116 Motion to Compel. Plaintiffs must serve responses to defendants' second set of interrogatories, nos. 1-4, 6, 7, and 11-22, within thirty days of this order.</p> <p>Signed by Magistrate Judge Anita Marie Boor on 12/11/2024. (voc) (Entered: 12/11/2024)</p>
12/23/2024	143	<p>Unopposed Motion for Extension of Time <i>to Answer Defendants Second Set of Interrogatories</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) (Entered: 12/23/2024)</p>
12/23/2024	144	<p>** TEXT ONLY ORDER **</p> <p>ORDER granting 143 Unopposed Motion for Extension of Time to <i>Answer Defendants Second Set of Interrogatories</i>. Signed by Magistrate Judge Anita Marie Boor on 12/23/2024. (nln) (Entered: 12/23/2024)</p>
12/24/2024	145	<p>Disregard. Refiled at dkt. ## 146 and 147. Modified on 12/26/2024 (nln). (Entered: 12/24/2024)</p>
12/24/2024	146	<p>Appeal of Magistrate Judge Decision to District Court by Defendants Aspirus, Inc., Aspirus Network, Inc. re 142 Order on Motion to Compel, by Defendants Aspirus, Inc., Aspirus Network, Inc.. (Attachments: # 1 Text of Proposed Order) (Fee, R. Brendan) (Entered: 12/24/2024)</p>

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

12/24/2024	147	Brief in Support of 146 Appeal of Magistrate Judge Decision to District Court, by Defendants Aspirus Network, Inc., Aspirus, Inc. (Fee, R. Brendan) (Entered: 12/24/2024)
12/27/2024		Set Briefing Deadlines as to 146 Appeal of Magistrate Judge Decision to District Court by Defendants Aspirus, Inc., Aspirus Network, Inc. re 142 Order on Motion to Compel. Brief in Opposition due 1/6/2025. Brief in Reply due 1/13/2025. (jat) (Entered: 12/27/2024)
01/02/2025	148	Joint Motion for Extension of Time to <i>Extend the Briefing Schedule for Defendants' Rule 72 Objection</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Vaughn, Amanda) (Entered: 01/02/2025)
01/06/2025	149	** TEXT ONLY ORDER ** Defendants have filed an appeal of Magistrate Judge Boor's discovery order. Dkt. 146 . The parties' joint motion to modify the briefing schedule for that appeal, Dkt. 148 , is GRANTED. Plaintiffs' response is due January 21 (the stipulation says January 20, but the court is closed that day); defendants' reply is due February 7. Signed by District Judge James D. Peterson on 1/6/2025. (voc) (Entered: 01/06/2025)
01/16/2025	150	Notice of Withdrawal of Counsel by Daniel J Walker re: Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>Withdrawal of Appearance of Abigail J. Gertner</i> (Walker, Daniel) (Entered: 01/16/2025)
01/21/2025	151	Brief in Opposition by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 146 Appeal of Magistrate Judge Decision to District Court, filed by Aspirus, Inc., Aspirus Network, Inc. (<u>Sealed Document</u>) (Burns, Timothy) Modified on 1/22/2025. (lak) (Entered: 01/21/2025)
01/21/2025	152	Redaction to 151 Brief in Opposition, by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) Modified on 1/22/2025. (lak) (Entered: 01/21/2025)
01/21/2025	153	Declaration of Jamie Crooks filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>in Support of Plaintiffs' Opposition</i> re: 146 Appeal of Magistrate Judge Decision to District Court, (<u>Sealed Document</u>) (Attachments: # 1 Exhibit A: Kelly Boggs Deposition Transcript, # 2 Exhibit B: Neugen Health Document, # 3 Exhibit C: Email re Team Schierl v Aspirus Notice of Rule 45 Deposition Subpoena) (Burns, Timothy) Modified on 1/22/2025. (lak) (Entered: 01/21/2025)
01/21/2025	154	Redaction to 153 Declaration of <i>Jamie Crooks</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Attachments: # 1 Exhibit A: Kelly Boggs Deposition Transcript, # 2 Exhibit B: Neugen Health Document, # 3 Exhibit C: Email re Team Schierl v Aspirus Notice of Rule 45 Deposition Subpoena) (Burns, Timothy) Modified on 1/22/2025. (lak) (Entered: 01/21/2025)
01/22/2025	155	Deposition of Kelly Boggs taken on August 7, 2024. (<u>Sealed Document</u>) (Burns, Timothy) (Entered: 01/22/2025)
01/30/2025	156	** TEXT ONLY ORDER ** The court held a telephonic hearing at the request of the parties to resolve an active dispute concerning the deposition of third-party Bone & Joint. Plaintiffs were represented by Attorney Amanda Vaughn, defendants were represented by Attorney

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Zachary Johns, and Bone & Joint was represented by Attorney Patrick Harvey. The dispute arose because plaintiffs and defendants wished to use material designated under the protective order during the deposition, and the parties may only do so if the corporate representative agrees to be bound by the terms of that protective order, but the corporate representative would not voluntarily sign the protective order undertaking. Plaintiffs, in particular, requested that the court order the representative to agree to be bound by the terms or, alternatively, to amend the protective order. For the reasons discussed during the hearing, the court DENIED these requests. Bone & Joint is a third party compelled to participate in this litigation, so it does not have the same obligations as the parties and enjoys extra protections from unduly burdensome discovery. The court was presented with no authority that would allow it to compel Bone & Joint to enter into a non-disclosure agreement to smooth discovery in this case. Moreover, the materials the parties described wanting to use during the deposition did not appear fundamental to the case, and the parties can take the discovery they seek without relying on designated materials. Signed by Magistrate Judge Anita Marie Boor on 1/30/2025. (voc) (Entered: 01/30/2025)
01/30/2025		Minute Entry for proceedings held before Magistrate Judge Anita Marie Boor: Telephone Conference held on 1/30/2025 [00:30] (ckl) (Entered: 01/30/2025)
02/03/2025	157	Notice of Appearance (Limited) by Interested Party M3 Insurance Solutions, Inc. for proceedings held on 11/07/2024 (Salemi, Scott) Modified on 2/3/2025: Changed party from MS to M3. Notice of Appearance filed as Transcript Request. Corporate disclosure statement needed? (lak) (Entered: 02/03/2025)
02/07/2025	158	Motion to Admit Rishi Satia Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3560793.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Satia, Rishi) (Entered: 02/07/2025)
02/07/2025	159	Motion to Admit Steven A. Reed Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3560795.) by Defendants Aspirus Network, Inc., Aspirus, Inc.. (Reed, Steven) (Entered: 02/07/2025)
02/07/2025	160	** TEXT ONLY ORDER ** ORDER granting 158 Motion to Admit Rishi P. Satia Pro Hac Vice; granting 159 Motion to Admit Steven A. Reed Pro Hac Vice. Signed by Magistrate Judge Anita Marie Boor on 2/7/2024. (lak) (Entered: 02/07/2025)
02/07/2025	161	Brief in Reply by Defendants Aspirus Network, Inc., Aspirus, Inc. in Support of 146 Appeal of Magistrate Judge Decision to District Court, (<u>Sealed Document</u>) (Fee, R. Brendan) (Entered: 02/07/2025)
02/07/2025	162	Redaction to 161 Brief in Reply by Defendants Aspirus Network, Inc., Aspirus, Inc. (Fee, R. Brendan) (Entered: 02/07/2025)
02/14/2025	163	Opinion and ORDER that defendants' objections to Magistrate Judge Boor's December 11, 2024 decision, Dkt. 146 , are overruled. Signed by District Judge James D. Peterson on 2/14/2025. (voc) (Entered: 02/14/2025)
02/25/2025	164	Motion to Admit Michael J Kane Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3569576.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Kane, Michael) (Entered: 02/25/2025)
02/25/2025	165	** TEXT ONLY ORDER ** ORDER granting 164 Motion to Admit Michael J. Kane Pro Hac Vice. Signed by

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		Magistrate Judge Anita Marie Boor on 2/25/2025. (lak) (Entered: 02/25/2025)
02/27/2025	166	Motion to Admit Michael Andrew Goldberg Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3570742.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Attachments: # 1 Exhibit 1 - Certificate of Good Standing for Michael A. Goldberg (MA)) (Goldberg, Michael) (Entered: 02/27/2025)
02/27/2025	167	** TEXT ONLY ORDER ** ORDER granting 166 Motion to Admit Michael A. Goldberg Pro Hac Vice. Signed by Magistrate Judge Anita Marie Boor on 2/27/2025. (lak) (Entered: 02/27/2025)
02/27/2025	168	Motion for Extension of Time <i>for Certain Interim Deadlines in the Case Schedule (ECF Nos. 64-1 & 115)</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. Response due 3/6/2025. (Attachments: # 1 Exhibit A: [Proposed] Second Amended Schedule) (Burns, Timothy) (Entered: 02/27/2025)
02/27/2025	169	Unopposed Motion to Expedite <i>Determination on Plaintiffs' Motion to Extend Certain Interim Deadlines in the Case Schedule (ECF No. 168)</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) (Entered: 02/27/2025)
02/28/2025	170	** TEXT ONLY ORDER ** The unopposed motion to expedite, Dkt. 169 , is GRANTED insofar as the court will hold a telephonic hearing on the motion for extension of time, Dkt. 168 , on March 6, 2025 at 1:00 p.m. Defendants should file their response to the motion for extension of time by March 5, 2025 as proposed. Telephone Motion Hearing set for 3/6/2025 at 01:00 PM before Magistrate Judge Anita M. Boor. Please call (669) 254-5252 and enter meeting ID 161 2455 6623 when prompted. Wait to be admitted into the conference. Signed by Magistrate Judge Anita Marie Boor on 2/28/2025. (voc) (Entered: 02/28/2025)
03/05/2025	171	Brief in Opposition by Defendants Aspirus Network, Inc., Aspirus, Inc. re: 168 MOTION for Extension of Time, filed by Heartland Farms, Inc., Team Schierl Companies [<i>Response to Plaintiffs' Motion to Extend Certain Interim Deadlines in the Case Schedule</i>] (Attachments: # 1 Exhibit A - E-mail and Letter) (Johns, Zachary) Modified on 3/6/2025: Added exhibit description. (lak) (Entered: 03/05/2025)
03/06/2025		Minute Entry for proceedings held before Magistrate Judge Anita Marie Boor: Telephone Motion Hearing held on 3/6/2025 re 169 Unopposed Motion to Expedite <i>Determination on Plaintiffs' Motion to Extend Certain Interim Deadlines in the Case Schedule (ECF No. 168)</i> filed by Heartland Farms, Inc., Team Schierl Companies, 168 Motion for Extension of Time <i>for Certain Interim Deadlines in the Case Schedule (ECF Nos. 64-1 & 115)</i> filed by Heartland Farms, Inc., Team Schierl Companies [01:05] (ckl) (Entered: 03/06/2025)
03/06/2025	172	** TEXT ONLY ORDER ** The court held a telephonic motion hearing on March 6, 2025 to address plaintiffs' motion for an extension of time, Dkt. 168 . Plaintiffs were represented by Attorney Walker, and defendants were represented by Attorney Johns. For the reasons stated on the record, plaintiffs' motion is DENIED in large part. The court did not hear good cause to upend the case schedule, which moving the expert reports the requested 100 days would certainly require. The court is reserving judgment on whether the

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		immediate deadlines could move to coincide with class certification briefing and provided the parties guidance on what the court would find acceptable. The parties are ORDERED to meet and confer and submit a proposal by March 12, 2025. Signed by Magistrate Judge Anita Marie Boor on 3/06/2025. (nlm) (Entered: 03/06/2025)
03/12/2025	173	Transcript of Motion Hearing, held 3/6/2025 before Magistrate Judge Anita M. Boor. Court Reporter: PH. Please review the court's policy regarding electronic transcripts of court proceedings: see Electronic Transcript Instructions . (voc) (Entered: 03/12/2025)
03/12/2025	174	Response re: 172 Text Only Order. <i>Joint Proposal to Amend Certain Interim Deadlines in the Case Schedule (ECF NOS. 64-1 and 115)</i> . by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Attachments: # 1 Exhibit A: [Proposed] Second Amended Schedule) (Burns, Timothy) (Entered: 03/12/2025)
03/14/2025	175	** TEXT ONLY ORDER ** The parties' proposed amended schedule, Dkt. 174 -1, is ADOPTED and entered as the court's own order. Signed by Magistrate Judge Anita Marie Boor on 3/14/2025. (voc) (Entered: 03/14/2025)
07/02/2025	176	Deposition of Steve Brewer taken on 02/21/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	177	Deposition of Bryant Hammig taken on 09/19/2024. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	178	Deposition of Andrea Lathers taken on 02/04/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	179	Deposition of Terry Lawrence taken on 02/25/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	180	Deposition of Shane Melenbacker taken on 02/13/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	181	Deposition of Lori Peck taken on 02/13/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	182	Deposition of Sidney Sczygelski taken on 02/11/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	183	Deposition of James Sutherland, M.D. taken on 02/24/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	184	Deposition of Brent Turner taken on 01/30/2025. (Sealed Document) (Burns, Timothy) (Entered: 07/02/2025)
07/02/2025	185	Motion to Certify Class under Rule 23 by Plaintiffs Team Schierl Companies and Heartland Farms, Inc. Brief in Opposition due 7/23/2025. Brief in Reply due 8/4/2025. (Burns, Timothy) Added Heartland Farms at request of filer on 7/3/2025 (jat). (Entered: 07/02/2025)
07/02/2025	186	Brief in Support of 185 Motion to Certify Class under Rule 23 by Plaintiff Team Schierl Companies (Sealed Document) (Burns, Timothy) Modified on 7/3/2025: E-mail sent to counsel re: redacted version. (lak) (Entered: 07/02/2025)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

07/02/2025	187	<p>Declaration of Daniel J. Walker filed by Plaintiff Team Schierl Companies re: 185 Motion to Certify Class under Rule 23 (Sealed Document) (Attachments: # 1 Exhibit 1: Expert Report of David Dranove, Ph.D., dated March 26, 2025, # 2 Exhibit 2: Reply Report of David Dranove, Ph.D., dated June 11, 2025, # 3 Exhibit 3: Email chain re "ANI Collaborative Excellence Newsletter", # 4 Exhibit 4: Email chain re: meeting with ANI member and discussion of ANI rates, # 5 Exhibit 5: Expert Report of Jeffrey J. Leitzinger, Ph.D. dated March 26, 2025, # 6 Exhibit 6: ANI Participating Provider Agreement, # 7 Exhibit 7: Email chain and attachment for presentation at meeting re: payer contracting, # 8 Exhibit 8: Meeting minutes re: ANI negotiation with Payor, # 9 Exhibit 9: Email chain re: provider fee schedules under ANI agreements, # 10 Exhibit 10: Document re: ANI Payor Contracting Committee Guidelines, # 11 Exhibit 11: Email chain re: ANI exclusivity, # 12 Exhibit 12: Email chain between ANI and member re: membership requirements, # 13 Exhibit 13: Presentation re: ANI Network Structure, # 14 Exhibit 14: Email chain re: Network Vendor communications with ANI members, # 15 Exhibit 15: Email chain re: ANI membership requirements, # 16 Exhibit 16: Letter from ANI re: proposed bundling program, # 17 Exhibit 17: Email chain re: ANI member rates, # 18 Exhibit 18: Email chain re: ANI exclusivity, # 19 Exhibit 19: Email from Aspirus executive re: ANI and proposed bundling program, # 20 Exhibit 20: Email chain with Aspirus executives re: ANI member requirements and benefits, # 21 Exhibit 21: Materials for ANI & Aspirus Arise Meeting, # 22 Exhibit 22: Letter from ANI to ANI member re: exclusivity, # 23 Exhibit 23: Rebuttal Report of Jeffrey J. Leitzinger, Ph.D., dated June 11, 2025, # 24 Exhibit 24: Supplemental Report of Jeffrey J. Leitzinger, Ph.D., dated June 11, 2025, # 25 Exhibit 25: Email chain re: ANI negotiations with Payor, # 26 Exhibit 26: Email chain re: ANI pricing, # 27 Exhibit 27: Email chain re: ANI pricing and negotiations with Payor, # 28 Exhibit 28: Supplemental Report of David Dranove, Ph.D., dated June 11, 2025, # 29 Exhibit 29: Email with presentation for meeting with ANI member about proposed bundling program, # 30 Exhibit 30: Letter from ANI to ANI member re: proposed bundling program, # 31 Exhibit 31: Email re: ANI prices, # 32 Exhibit 32: Email chain re: ANI rates) (Burns, Timothy) Modified on 7/3/2025: E-mail sent to counsel re: redacted version and expert reports. (lak) (Entered: 07/02/2025)</p>
07/02/2025	188	<p>Redaction to 186 Brief in Support by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Burns, Timothy) Modified on 7/3/2025. (lak) (Entered: 07/02/2025)</p>
07/02/2025	189	<p>Redaction to 187 Declaration by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 185 Motion to Certify Class under Rule 23 (Attachments: # 1 Exhibit 1: Expert Report of David Dranove, Ph.D., dated March 26, 2025, # 2 Exhibit 2: Reply Report of David Dranove, Ph.D., dated June 11, 2025, # 3 Exhibit 3: Email chain re "ANI Collaborative Excellence Newsletter", # 4 Exhibit 4: Email chain re: meeting with ANI member and discussion of ANI rates, # 5 Exhibit 5: Expert Report of Jeffrey J. Leitzinger, Ph.D. dated March 26, 2025,</p>

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		<p># 6 Exhibit 6: ANI Participating Provider Agreement,</p> <p># 7 Exhibit 7: Email chain and attachment for presentation at meeting re: payer contracting,</p> <p># 8 Exhibit 8: Meeting minutes re: ANI negotiation with Payor,</p> <p># 9 Exhibit 9: Email chain re: provider fee schedules under ANI agreements,</p> <p># 10 Exhibit 10: Document re: ANI Payor Contracting Committee Guidelines,</p> <p># 11 Exhibit 11: Email chain re: ANI exclusivity,</p> <p># 12 Exhibit 12: Email chain between ANI and member re: membership requirements,</p> <p># 13 Exhibit 13: Presentation re: ANI Network Structure,</p> <p># 14 Exhibit 14: Email chain re: Network Vendor communications with ANI members,</p> <p># 15 Exhibit 15: Email chain re: ANI membership requirements,</p> <p># 16 Exhibit 16: Letter from ANI re: proposed bundling program,</p> <p># 17 Exhibit 17: Email chain re: ANI member rates,</p> <p># 18 Exhibit 18: Email chain re: ANI exclusivity,</p> <p># 19 Exhibit 19: Email from Aspirus executive re: ANI and proposed bundling program,</p> <p># 20 Exhibit 20: Email chain with Aspirus executives re: ANI member requirements and benefits,</p> <p># 21 Exhibit 21: Materials for ANI & Aspirus Arise Meeting,</p> <p># 22 Exhibit 22: Letter from ANI to ANI member re: exclusivity,</p> <p># 23 Exhibit 23: Rebuttal Report of Jeffrey J. Leitzinger, Ph.D., dated June 11, 2025,</p> <p># 24 Exhibit 24: Supplemental Report of Jeffrey J. Leitzinger, Ph.D., dated June 11, 2025,</p> <p># 25 Exhibit 25: Email chain re: ANI negotiations with Payor,</p> <p># 26 Exhibit 26: Email chain re: ANI pricing,</p> <p># 27 Exhibit 27: Email chain re: ANI pricing and negotiations with Payor,</p> <p># 28 Exhibit 28: Supplemental Report of David Dranove, Ph.D., dated June 11, 2025,</p> <p># 29 Exhibit 29: Email with presentation for meeting with ANI member about proposed bundling program,</p> <p># 30 Exhibit 30: Letter from ANI to ANI member re: proposed bundling program,</p> <p># 31 Exhibit 31: Email re: ANI prices,</p> <p># 32 Exhibit 32: Email chain re: ANI rates) (Burns, Timothy) Modified on 7/3/2025. (lak) (Entered: 07/02/2025)</p>
07/02/2025	190	Deposition of Jeffrey J. Leitzinger, Ph.D. taken on June 24, 2025. (Sealed Document) (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	191	Expert Report of Jeffrey J. Leitzinger, Ph.D. by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Attachments: # 1 Exhibit 1 - Curriculum Vitae, # 2 Exhibit 2 - List of Materials Relied Upon, # 3 Exhibit 3 - ANI-CIN-ASN Providers, # 4 Exhibit 4 - List of Class Members, # 5 Exhibit 5 - Yardstick Regression Results, # 6 Exhibit 6A - Aggregate Class Overcharges Where Data Are Available, # 7 Exhibit 6B - Aggregate Class Overcharges Including Estimated Additional Claim Dollars, # 8 Exhibit 7 - Difference in Differences Regression Results) (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	192	Expert Report of Jeffrey J. Leitzinger, Ph.D. (Rebuttal Report) by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Attachments:

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		# 1 Exhibit 1 - Updated Curriculum Vitae, # 2 Exhibit 2 - List of Materials Relied Upon Since 3.26.25 Report, # 3 Exhibit 3 - Health Care Literature Cited by Prof. Baker, # 4 Exhibit 4 - Inverse Propensity Score Weighted Yardstick Regression Results) (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	193	Expert Report of Jeffrey J. Leitzinger, Ph.D. (Supplemental Report) by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Attachments: # 1 Exhibit 1 - Curriculum Vitae, # 2 Figure 1 - (Supplemental) Percent Increase in Price for Providers, # 3 Exhibit 3 - (Supplemental) ANI-CIN-ASN Providers, # 4 Exhibit 4 - (Supplemental) List of Class Members, # 5 Exhibit 5 - (Supplemental) Yardstick Regression Results, # 6 Exhibit 6A - (Supplemental) Aggregate Class Overcharges Where Data are Available, # 7 Exhibit 6B - (Supplemental) Aggregate Class Overcharges Including Estimated Additional Claim Dollars, # 8 Exhibit 7 - (Supplemental) Difference in Differences Regression Results) (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	194	Expert Report of Laurence C. Baker, Ph.D. by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Attachments: # 1 Appendix A - List of Exhibits, # 2 Appendix B - Data Appendix, # 3 Appendix C - Additional analyses related to Section 4, # 4 Appendix D - Additional analyses related to Section 5, # 5 Appendix E - Additional analyses related to Section 6, # 6 Appendix F - Additional analyses related to Section 7, # 7 Appendix G - CV and Prior Testimony, # 8 Appendix H - List of Materials Considered) (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	195	Motion to Exclude Expert Testimony of <i>Plaintiffs' Class Certification and Damages Expert Dr. Jeffrey J. Leitzinger</i> by Defendants Aspirus Network, Inc., Aspirus, Inc.. Brief in Opposition due 7/16/2025. Brief in Reply due 7/23/2025. (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	196	Brief in Support of 195 Motion to Exclude Expert Testimony, by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Johns, Zachary) (Entered: 07/02/2025)
07/02/2025	197	Redaction to 196 Brief in Support of <i>Motion to Exclude Expert Testimony</i> by Defendants Aspirus Network, Inc., Aspirus, Inc. (Johns, Zachary) (Entered: 07/02/2025)
07/03/2025		Per Order, Dkt. 115 , Set/Reset Briefing Deadlines as to 185 Motion to Certify Class under Rule 23 . Brief in Opposition due 7/30/2025. Brief in Reply due 8/13/2025. (voc) (Entered: 07/03/2025)
07/03/2025	198	Expert Report of David Dranove by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Sealed Document) (Attachments: # 1 Appendix A: Curriculum Vitae, # 2 Appendix B: Materials Relied Upon, # 3 Appendix C: Willingness to Pay and Aggregate Diversion,

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		# 4 Appendix D: Willingness to Accept, # 5 Appendix E: Data, # 6 Appendix F: List of Co-Conspirators, # 7 Appendix G: Additional Figures and Tables) (Burns, Timothy) (Entered: 07/03/2025)
07/03/2025	199	Expert Report of David Dranove (Reply Report) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Sealed Document) (Attachments: # 1 Appendix A: Materials Relied Upon) (Burns, Timothy) (Entered: 07/03/2025)
07/03/2025	200	Expert Report of David Dranove (Supplemental Report) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Sealed Document) (Burns, Timothy) (Entered: 07/03/2025)
07/03/2025		Set/Reset Briefing Deadlines as to 195 Motion to Exclude Expert Testimony of <i>Plaintiffs' Class Certification and Damages Expert Dr. Jeffrey J. Leitzinger</i> . Brief in Opposition due 7/30/2025. Brief in Reply due 8/13/2025. (voc) (Entered: 07/03/2025)
07/23/2025	201	Notice of Withdrawal of Counsel by Daniel J Walker re: Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>Withdrawal of Grace Ann Brew</i> (Walker, Daniel) (Entered: 07/23/2025)
07/30/2025	202	Brief in Opposition by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re: 195 Motion to Exclude Expert Testimony, filed by Aspirus, Inc., Aspirus Network, Inc. (Sealed Document) (Burns, Timothy) (Entered: 07/30/2025)
07/30/2025	203	Declaration of Daniel J. Walker filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>in Support of Plaintiffs' Opposition to Defendants' Motion to Exclude Expert Testimony</i> re: 195 Motion to Exclude Expert Testimony, (Sealed Document) (Attachments: # 1 Exhibit 1: Email chain and attachment re: payor contracting committee meeting April 21, 2021, # 2 Exhibit 2: Email chain and attachment re: payor contracting committee meeting May 5, 2021, # 3 Exhibit 3: Email chain re: GastroIntestinal Associates, # 4 Exhibit 4: Email chain re: Ascension acquisition) (Burns, Timothy) (Entered: 07/30/2025)
07/30/2025	204	Redaction to 202 Brief in Opposition to <i>Defendants' Motion to Exclude Expert Testimony</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Burns, Timothy) (Entered: 07/30/2025)
07/30/2025	205	Redaction to 203 Declaration,, of <i>Daniel J. Walker in Support of Plaintiffs' Opposition to Defendants' Motion to Exclude Expert Testimony</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Attachments: # 1 Exhibit 1: Email chain and attachment re: payor contracting committee meeting April 21, 2021, # 2 Exhibit 2: Email chain and attachment re: payor contracting committee meeting May 5, 2021, # 3 Exhibit 3: Email chain re: GastroIntestinal Associates, # 4 Exhibit 4: Email chain re: Ascension acquisition) (Burns, Timothy) (Entered: 07/30/2025)
07/30/2025	206	Deposition of Marc Bouwer taken on February 26, 2025. (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

07/30/2025	207	Deposition of Drew Leatherberry taken on May 16, 2025. (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	208	Deposition of Candace Meronk taken on December 16, 2024. (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	209	Deposition of Paul Van Den Heuvel taken on January 10, 2025. (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	210	Declaration of Laura Hirsch <i>dated June 16, 2025</i> (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	211	Declaration of Jay True (Supplemental Declaration) <i>dated July 1, 2025</i> (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	212	Expert Report of Gautam Gowrisankaran, Ph.D. by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Attachments: # 1 Appendix A - List of Exhibits, # 2 Appendix B - Payor-Produced Claims Data, # 3 Appendix C - ANI organization structure and facilities, # 4 Appendix D - Additional analyses related to efficiencies that ANI achieves as a CIN through the Challenged Conduction (Section 3), # 5 Appendix E - Additional analyses related to evaluating Prof. Dranove's assessment of competitive effects (Section 5), # 6 Appendix F - CV and Prior Testimony, # 7 Appendix G - Documents Considered List) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	213	Expert Report of Gregg Meyer, MD by Defendants Aspirus Network, Inc., Aspirus, Inc. (Sealed Document) (Attachments: # 1 Appendix A - Curriculum Vitae, # 2 Appendix B - Prior Testimony at Trial, Arbitration or Deposition in the Last Four Years, # 3 Appendix C - Documents Considered, # 4 Appendix D-1 - CVP and ACI Compensation Display, # 5 Appendix D-2 - CVP and ACI Compensation Display, # 6 Appendix D-3 - CVP and ACI Compensation Display, # 7 Appendix E - CVP Discontinued and Replacement Metrics) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	214	Brief in Opposition by Defendants Aspirus Network, Inc., Aspirus, Inc. re: 185 Motion to Certify Class under Rule 23, filed by Heartland Farms, Inc., Team Schierl Companies (Sealed Document) (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	215	Declaration of Zachary M. Johns filed by Defendants Aspirus Network, Inc., Aspirus, Inc. <i>in Support of Defendants' Opposition</i> re: 185 Motion to Certify Class under Rule 23, (Sealed Document) (Attachments: # 1 Exhibit A - ANI Participating Provider Agreement, # 2 Exhibit B - Presentation re Welcome to TSC, # 3 Exhibit C - Reference Based Pricing Member Guide, # 4 Exhibit D - Presentation re Health Plan Upgrades, # 5 Exhibit E - Presentation re 2020 Benefits Plan Goals, # 6 Exhibit F - Letter from Broker to Provider, # 7 Exhibit G - Presentation re July 2021 Upgrades, # 8 Exhibit H - Email re Eye procedure,

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		<p># 9 Exhibit I - Email re Provider Outreach,</p> <p># 10 Exhibit J - Administrative Services Agreement between TSC and TPA dated Oct. 2018,</p> <p># 11 Exhibit K - Information for Your Doctor,</p> <p># 12 Exhibit L - Email re two things,</p> <p># 13 Exhibit M - Letter to TPA,</p> <p># 14 Exhibit N - Administrative Services Agreement between TSC and TPA dated Nov. 2019,</p> <p># 15 Exhibit O - Email re Termination Letter,</p> <p># 16 Exhibit P - Administrative Services Agreement between TSC and TPA dated Jan. 2021,</p> <p># 17 Exhibit Q - Agreement between TSC and TPA dated Sep. 2021,</p> <p># 18 Exhibit R - Email regarding TSC Deck,</p> <p># 19 Exhibit S - Email re Team Schierl Medical claims funding notice,</p> <p># 20 Exhibit T - Administrative Services Agreement between Heartland and TPA dated Jan. 2017,</p> <p># 21 Exhibit U - Letter regarding insurance policy,</p> <p># 22 Exhibit V - Administrative Services Agreement between Heartland and TPA dated Jan. 2020,</p> <p># 23 Exhibit W - Letter from Heartland to TPA,</p> <p># 24 Exhibit X - Administrative Services Agreement between Heartland and TPA dated Jan. 2021,</p> <p># 25 Exhibit Y - Heartland Farms claims listing lookup,</p> <p># 26 Exhibit Z - Agreement between Heartland and TPA dated July 2021) (Johns, Zachary) (Entered: 07/30/2025)</p>
07/30/2025	216	Redaction to 214 Brief in Opposition to <i>Plaintiffs' Motion to Certify Class under Rule 23</i> by Defendants Aspirus Network, Inc., Aspirus, Inc. (Johns, Zachary) (Entered: 07/30/2025)
07/30/2025	217	Redaction to 215 Declaration,,,,,, of Zachary M. Johns by Defendants Aspirus Network, Inc., Aspirus, Inc. (Attachments: <p># 1 Exhibit A - ANI Participating Provider Agreement,</p> <p># 2 Exhibit B - Presentation re Welcome to TSC,</p> <p># 3 Exhibit C - Reference Based Pricing Member Guide,</p> <p># 4 Exhibit D - Presentation re Health Plan Upgrades,</p> <p># 5 Exhibit E - Presentation re 2020 Benefits Plan Goals,</p> <p># 6 Exhibit F - Letter from Broker to Provider,</p> <p># 7 Exhibit G - Presentation re July 2021 Upgrades,</p> <p># 8 Exhibit H - Email re Eye procedure,</p> <p># 9 Exhibit I - Email re Provider Outreach,</p> <p># 10 Exhibit J - Administrative Services Agreement between TSC and TPA dated Oct. 2018,</p> <p># 11 Exhibit K - Information for Your Doctor,</p> <p># 12 Exhibit L - Email re two things,</p> <p># 13 Exhibit M - Letter to TPA,</p> <p># 14 Exhibit N - Administrative Services Agreement between TSC and TPA dated Nov. 2019,</p> <p># 15 Exhibit O - Email re Termination Letter,</p> <p># 16 Exhibit P - Administrative Services Agreement between TSC and TPA dated Jan. 2021,</p> <p># 17 Exhibit Q - Agreement between TSC and TPA dated Sep. 2021,</p>

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

		<p># 18 Exhibit R - Email regarding TSC Deck,</p> <p># 19 Exhibit S - Email re Team Schierl Medical claims funding notice,</p> <p># 20 Exhibit T - Administrative Services Agreement between Heartland and TPA dated Jan. 2017,</p> <p># 21 Exhibit U - Letter regarding insurance policy,</p> <p># 22 Exhibit V - Administrative Services Agreement between Heartland and TPA dated Jan. 2020,</p> <p># 23 Exhibit W - Letter from Heartland to TPA,</p> <p># 24 Exhibit X - Administrative Services Agreement between Heartland and TPA dated Jan. 2021,</p> <p># 25 Exhibit Y - Heartland Farms claims listing lookup,</p> <p># 26 Exhibit Z - Agreement between Heartland and TPA dated July 2021) (Johns, Zachary) (Entered: 07/30/2025)</p>
08/13/2025	218	Declaration of Jay True <i>dated March 8, 2025</i> (<u>Sealed Document</u>) (Burns, Timothy) (Entered: 08/13/2025)
08/13/2025	219	Brief in Reply by Plaintiffs Heartland Farms, Inc., Team Schierl Companies in Support of 185 Motion to Certify Class under Rule 23, (<u>Sealed Document</u>) (Burns, Timothy) (Entered: 08/13/2025)
08/13/2025	220	Redaction to 219 Brief in Reply <i>in Support of Motion to Certify Class under Rule 23</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Burns, Timothy) (Entered: 08/13/2025)
08/13/2025	221	<p>Declaration of Daniel J. Walker filed by Plaintiffs Heartland Farms, Inc., Team Schierl Companies <i>in Support of Plaintiffs' Reply re: 185 Motion to Certify Class under Rule 23, (<u>Sealed Document</u>)</i> (Attachments:</p> <p># 1 Exhibit 1: Order, In re Northshore Univ. Healthsys. Antitrust Litig., No. 7-C-4446 (N.D. Ill. Apr. 9, 2019), ECF No. 1072,</p> <p># 2 Exhibit 2: Plaintiff Team Schierl Companies' First Amended Responses and Objections to Interrogatory No. 22 of ANI's First Set of Interrogatories,</p> <p># 3 Exhibit 3: Plaintiff Heartland Farms' First Amended Responses and Objections to Interrogatory No. 22 of ANI's First Set of Interrogatories,</p> <p># 4 Exhibit 4: Run Out Services Agreement,</p> <p># 5 Exhibit 5: Administrative Services Agreement,</p> <p># 6 Exhibit 6: Phillip E. Areeda & Herbert Hovenkamp, Antitrust Law: An Analysis of Antitrust Principles and Their Application 391 (4th and 5th eds. 2025),</p> <p># 7 Exhibit 7: Excerpts from ABA Section of Antitrust Law, Proving Antitrust Damages: Legal and Economic Issues (2d ed. 2010)) (Burns, Timothy) (Entered: 08/13/2025)</p>
08/13/2025	222	<p>Redaction to 221 Declaration,,,, of Daniel J. Walker <i>in Support of Plaintiffs' Reply re: 185 Motion to Certify Class under Rule 23</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies (Attachments:</p> <p># 1 Exhibit 1: Order, In re Northshore Univ. Healthsys. Antitrust Litig., No. 7-C-4446 (N.D. Ill. Apr. 9, 2019), ECF No. 1072,</p> <p># 2 Exhibit 2: Plaintiff Team Schierl Companies' First Amended Responses and Objections to Interrogatory No. 22 of ANI's First Set of Interrogatories,</p> <p># 3 Exhibit 3: Plaintiff Heartland Farms' First Amended Responses and Objections to Interrogatory No. 22 of ANI's First Set of Interrogatories,</p> <p># 4 Exhibit 4: Run Out Services Agreement,</p> <p># 5 Exhibit 5: Administrative Services Agreement,</p>

Case: [26-8001](#) Document: [1-1](#) Filed: [01/05/2026](#) Pages: [86](#)

		# 6 Exhibit 6: Phillip E. Areeda & Herbert Hovenkamp, Antitrust Law: An Analysis of Antitrust Principles and Their Application 391 (4th and 5th eds. 2025), # 7 Exhibit 7: Excerpts from ABA Section of Antitrust Law, Proving Antitrust Damages: Legal and Economic Issues (2d ed. 2010)) (Burns, Timothy) (Entered: 08/13/2025)
08/13/2025	223	Motion to Admit Sarah Zimmerman Pro Hac Vice. (Pro Hac Vice fee \$ 100 receipt number AWIWDC-3659690.) by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Zimmerman, Sarah) (Entered: 08/13/2025)
08/13/2025	224	Brief in Reply by Defendants Aspirus Network, Inc., Aspirus, Inc. in Support of 195 Motion to Exclude Expert Testimony, [<i>Reply in Support of Defendants' Motion to Exclude Opinions and Testimony of Plaintiffs' Class Certification and Damages Expert Dr. Jeffrey J. Leitzinger</i>] (Sealed Document) (Johns, Zachary) (Entered: 08/13/2025)
08/13/2025	225	Declaration of Zachary M. Johns filed by Defendants Aspirus Network, Inc., Aspirus, Inc. in Support of Reply re: 195 Motion to Exclude Expert Testimony, (Attachments: # 1 Exhibit A - Stock & Watson (2015), # 2 Exhibit B - Epstein (2011)) (Johns, Zachary) (Entered: 08/13/2025)
08/13/2025	226	Redaction to 224 Brief in Reply, to Defendants' Motion to Exclude Opinions and Testimony of Plaintiffs' Class Certification and Damages Expert Dr. Jeffrey J. Leitzinger by Defendants Aspirus Network, Inc., Aspirus, Inc. (Johns, Zachary) (Entered: 08/13/2025)
08/14/2025	227	** TEXT ONLY ORDER ** ORDER granting 223 Motion to Admit Sarah Zimmerman Pro Hac Vice. Signed by Magistrate Judge Anita Marie Boor on 8/14/2025. (lak) (Entered: 08/14/2025)
10/15/2025	228	Notice of Supplemental Authority by Plaintiffs Heartland Farms, Inc., Team Schierl Companies re 202 Brief in Opposition . (Attachments: # 1 Exhibit 1: Corzo v Brown University) (Burns, Timothy) (Entered: 10/15/2025)
10/20/2025	229	Response to 228 Notice of Supplemental Authority by Defendants Aspirus Network, Inc., Aspirus, Inc. . (Johns, Zachary) (Entered: 10/20/2025)
12/19/2025	230	ORDER denying 185 Motion to Certify Class under Rule 23; granting 195 Motion to Exclude Expert Testimony of Plaintiffs' Class Certification and Damages Expert Dr. Jeffrey J. Leitzinger; excluding Leitzinger's yardstick damages model, in-sample prediction analysis, and extrapolation analysis; staying the dispositive motions deadline; and setting 1/5/2026 as the deadline for the parties to file a joint status report. Signed by District Judge James D. Peterson on 12/19/2025. (jls) (Entered: 12/19/2025)
12/29/2025	231	Motion for Leave to File <i>Supplemental Expert Report</i> by Plaintiffs Heartland Farms, Inc., Team Schierl Companies. (Crooks, James) (Entered: 12/29/2025)
12/30/2025	232	** TEXT ONLY ORDER ** This court recently denied plaintiffs' motion for class certification after excluding the antitrust damages model proposed by plaintiffs' econometrics expert Jeffrey Leitzinger. Dkt. 230 . Plaintiffs now move for leave to file a supplemental expert report, contending that the deficiencies the court identified in the model are fixable. Dkt. 231 . Plaintiffs' motion will be denied. The Federal Rules of Civil Procedure do "not authorize an expert to forage around for further support for his opinions" after the court has excluded them. <i>See Thoroughman v. Wisconsin Cent., Ltd.</i> , No. 15-cv-74-jdp,

Case: 26-8001 Document: 1-1 Filed: 01/05/2026 Pages: 86

2020 WL 6781729, at *1 (W.D. Wis. Nov. 3, 2020). Nor is the court persuaded that Leitzinger could not have addressed the deficiencies in his model earlier. The court excluded the model largely because of inconsistencies in Leitzinger's own explanation of his model in his initial report compared with his rebuttal report, so its implausible that Leitzinger didn't know about these problems when he wrote the rebuttal report. Signed by District Judge James D. Peterson on 12/30/2025. (voc) (Entered: 12/30/2025)

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