

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

CASE NO. 9:25-CV-80526-Middlebrooks/Matthewman

GOOD SAMARITAN MEDICAL CENTER,
INC., et al.,

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

JOINT DISCOVERY PLAN

Pursuant to the Court’s Pretrial Scheduling Order and Order Referring Case to Mediation (the “Scheduling Order”) (Dkt. No. 36), Plaintiffs Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc. (“Plaintiffs”) and Defendant The Leapfrog Group (“Defendant”) (collectively, the “Parties”), by and through their undersigned counsel hereby file this Joint Discovery Plan.

1. *An Estimated Valuation of the Case from the Perspective of Plaintiffs and Defendant:*

- a. Plaintiffs: Plaintiffs believe this case is invaluable due to the irreparable harm Defendant has caused and continues to cause Plaintiffs and countless Florida patients—not to mention patients and hospitals throughout this country. Nonetheless, Plaintiffs best estimate that the value of this case to Plaintiffs is in excess of \$75,000.
- b. Defendant: Defendant’s position is that Plaintiffs’ claims in this case have no value as the claims lack merit, as Defendant intends to explain in its forthcoming Motion to Dismiss.

2. *The Date for Exchanging Initial Disclosures Pursuant to Rule 26(a)(1):*

The Parties agree to make initial disclosures within 14 days after the Rule 26(f) conference.

3. *The Subjects on Which Discovery May Be Needed:*

The Parties agree that discovery will be needed on the allegations in the Complaint, and the facts and statement of the principal factual issues in dispute as described in Plaintiffs' Motion for Preliminary Injunction (Dkt. No. 20), which has now been withdrawn (Dkt. No. 34).

Plaintiffs will also seek discovery on a variety of topics, including but not limited to, Defendant's Hospital Survey, Defendant's grading methodology, Defendant's finances, Defendant's marketing, Defendant's websites, Defendant's sponsors and members, Defendant's key decisionmakers, Defendant's licensing practices, Defendant's retaliatory conduct, and Defendant's impact on hospitals, healthcare providers, and patients. These topics are subject to change as discovery progresses.

Defendant will also seek discovery on a variety of topics, including but not limited to Plaintiffs' documents and communications related to their decision not to participate in Leapfrog's Hospital Survey and Plaintiffs' data reflecting their hospitals' performance on patient safety measures considered by Leapfrog's Hospital Safety Grades.

4. *Whether the Parties Can Agree to Limit Discovery on Particular Issues Through Stipulation:*

At this time, the Parties have discussed, but have not yet agreed, to limit discovery on particular issues through stipulation. However, the Parties will confer in good faith as discovery progresses to identify any areas of agreement where stipulations regarding discovery are possible.

5. *What Document Discovery is Needed:*

The Parties anticipate that document discovery relating to the merits of the parties' claims, defenses, and alleged damages will be required, and agree to work cooperatively towards the collection, review, and production of the same.

6. *Whether Discovery Should Be Conducted in Phases:*

The Parties do not believe that discovery needs to be done in phases. In order to keep discovery on track, the parties have agreed to the following deadlines in addition to those the Court set at Dkt. No. 36:

- **June 26, 2025:** Agreed Deadline for the Parties to file an ESI Protocol
- **July 24, 2025:** Agreed Deadline for the Parties to substantially complete document production

7. *Whether the Parties Expect to Have Disclosure, Discovery, or Preservation of Electronically Stored Information, and If So, Explain:*

(a) The Main Information and Documents Sought;

(b) The Expected Costs of E-Discovery; and

(c) Whether Alternatives to E-Discovery Are Possible:

The Parties expect to seek a modest amount of ESI that will be proportionate to the needs of the case. To the extent significant e-discovery becomes necessary, the Parties will agree to work together to create a mutually-agreeable plan that minimizes unnecessary e-discovery and aims to find alternatives for extensive e-discovery whenever possible.

8. *What Individuals Each Side Intends to Depose:*

Discovery in this matter has not yet begun, nor have initial disclosures been exchanged. As such, the Parties are not yet able to identify an exhaustive list of the individuals and/or entities that they intend to depose, and each of the Parties reserves the right to take additional depositions as may be necessary as discovery progresses. Nonetheless, based on the information available to date, the Parties have identified certain persons and/or entities they intend to depose in connection with this matter, as set forth below:

a. Plaintiffs: Plaintiffs intend to depose at least the following individuals:

- i. Leah Binder, President and CEO of The Leapfrog Group.
- ii. Kush Banerjee, Director of Licensing Programs for The Leapfrog Group.
- iii. Missy Danforth, Senior Vice President of Health Care Ratings for The Leapfrog Group.
- iv. Lauren Bailey, Director of Communications for The Leapfrog Group.
- v. Katie Stewart, Director of Health Care Ratings for The Leapfrog Group.
- vi. The Leapfrog Group pursuant to Rule 30(b)(6) with respect to its healthcare ratings methodology; its Hospital Survey; its licensing, data licensing, and revenue generating business and other topics.
- vii. Member(s) of The Leapfrog Group advisory or expert panels.

b. Defendant: Defendant intends to depose:

- i. Chief Executive Officers of all five Plaintiff Hospitals.
- ii. Rule 30(b)(6) corporate representatives for all five Plaintiff Hospitals.

- iii. A Medical Director or Medical Executive Committee member for each of the five Plaintiff Hospitals.

9. *Any Issues about Claims of Privilege or of Protection as Trial-Preparation Materials, Including—If the Parties Agree on a Procedure to Assert These Claims After Production—Whether to Ask the Court to Include Their Agreement in an Order Under Federal Rule of Evidence 502:*

The Parties agree to review all documents to be produced prior to production in order to minimize the potential for inadvertent exposure of privileged information and work product. The Parties, however, recognize some privileged or work-product information may be disclosed inadvertently and agree that such inadvertent disclosure shall not constitute a waiver of any privileged or work-product protection. In the event privileged or work-product information is disclosed, counsel for the Parties shall work together to facilitate the return of the information to the party who produced it and/or its retrieval from the non-producing party. The Parties will agree on a procedure and will ask the Court to include their agreement in an order under Federal Rule of Evidence 502.

10. *What Changes Should be Made in the Limitations on Discovery Imposed by the Federal Rules of Civil Procedure or the Local Rules:*

The Parties agree to expedite the deadline for their written responses and objections to requests for production so that a party's written responses and objections are due fourteen (14) days after the requests for production are served. The Parties otherwise agree to work within the discovery limitations imposed by the Federal Rules of Civil Procedure and the Local Rules of this Court. Should a good faith need arise to exceed any of those limitations, the Parties reserve the right to seek leave of the Court for that relief.

11. *Whether Early Mediation or a Settlement Conference with a Magistrate Judge Prior to the Close of Discovery Would be Helpful:*

Pursuant to the Scheduling Order, the Parties will participate in mediation or a settlement conference at least 60 days before the scheduled trial date.

Dated: June 13, 2025

Respectfully submitted,

By: /s Michael Pineiro

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*Attorneys for Defendant, The Leapfrog
Group*

CERTIFICATE OF SERVICE

I hereby certify that on June 13, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send notice of electronic filing to all counsel of record.

By: /s Michael Pineiro

Michael A. Pineiro, Esq.