

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA KING,  
NAVAQUOTE, LLC and WINN  
INSURANCE AGENCY, LLC, individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC, SPERIDIAN  
TECHNOLOGIES, LLC, BENEFITALIGN,  
LLC, NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING, BAIN  
CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC, NET  
HEALTH AFFILIATES, INC., MATTHEW  
B. HERMAN, BRANDON BOWSKY,  
GIRISH PANICKER, and MATTHEW  
GOLDFUSS.

Defendants.

Case No.: 0:24-cv-60591-MD

**DEFENDANTS' EXPEDITED JOINT MOTION TO STAY DISCOVERY PENDING  
RULING ON DEFENDANTS' MOTION TO DISMISS AMENDED COMPLAINT**

## **INTRODUCTION**

Courts properly stay discovery pending resolution of a dispositive motion to dismiss when the motion, if granted, may eliminate the entire action as to all Defendants. On Monday, September 30, 2024, Defendants will file a dispositive motion to dismiss that challenges each of Plaintiffs' allegations in its Amended Complaint. The motion will demonstrate that Plaintiffs fail to plead injury-in-fact and traceability, and therefore do not have Article III standing; fail to plead their claims with the necessary specificity, as required under Federal Rule of Civil Procedure 9(b); and fail to state valid claims for relief under Rule 12(b)(6).

After taking into account the dispositive nature of Defendants' motion to dismiss and the significant burden that the discovery process will visit on Defendants, this Court should stay all discovery in this action pending its ruling on possible dismissal, which could obviate or greatly reduce the need for discovery in this matter. Defendants respectfully request this Court issue a ruling on this expedited motion by October 21, 2024.<sup>1</sup>

## **FACTUAL BACKGROUND**

Plaintiffs filed their initial Complaint on April 12, 2024, asserting four causes of action against six Defendants. [ECF No. 1.] Shortly after, Plaintiffs asked Defendants to agree not to respond to the Complaint because Plaintiffs intended to amend. In fact, Plaintiffs sought multiple extensions to file their Amended Complaint, each time asking Defendants to delay their motion to dismiss pending amendment. [ECF No. 54 at 2.] However, well before filing the Amended Complaint, and therefore well before Defendants had notice of the allegations against them, Plaintiffs began propounding discovery. This led to a situation Defendants still find themselves in

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<sup>1</sup> Defendants request a ruling on this expedited motion under Local Rule 7.1(d)(2). Alternatively, Defendants request this Court grant a preliminary stay and keep discovery in abeyance to preserve the status quo until this Court rules on this expedited motion to stay discovery.

today: addressing Plaintiffs’ frequent discovery requests before this Court has ruled on the viability of the action itself. Defendants therefore request that this Court stay discovery until it has ruled on the motion to dismiss which will seek disposition of the entire matter.

\* \* \*

On July 16, 2024, the parties jointly moved to revise the pleading schedule, requesting an August 16 filing deadline for Plaintiffs’ Amended Complaint and a September 30 deadline for Defendants’ response. [See ECF No. 47 at 1.] To coordinate a motion to dismiss on behalf of— at that time—six Defendants facing wide-ranging allegations, the Defendants requested 45 days in which to file their response to the then-forthcoming Amended Complaint. On July 18, this Court granted that motion, [ECF No. 48], and the very next day, Plaintiffs moved to compel a Rule 26(f) discovery conference. [ECF No. 49.]

Plaintiffs began propounding discovery requests even before filing their Amended Complaint. For example, on June 26 and July 5, 2024, Plaintiffs filed motions for expedited discovery against Defendants TrueCoverage and Enhance Health, respectively. [ECF Nos. 27, 35.] The requested discovery consisted of broad interrogatories and requests for production, including TrueCoverage’s “internal communications” and Enhance Health’s privileged preservation letters. [ECF No. 27 at 5; ECF No. 35 at 3.] While Plaintiffs agreed to withdraw their requests for expedited discovery, [ECF No. 57], they did so only after insisting on a scheduling conference to discuss discovery deadlines and after this Court granted their motion to compel a Rule 26(f) conference. [See ECF No. 55 at 2.]

On August 16, 2024, Plaintiffs filed their Amended Complaint (“Am. Compl.”). [ECF No. 63.] The 185-page complaint features fifty-five claims alleging six unique causes of action: Violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §

1962(c); Conspiracy to Violate RICO, § 1962(d) (“RICO Conspiracy”); Aiding and Abetting a Violation of RICO, § 1962(c); Aiding and Abetting Fraud; Aiding and Abetting a Breach of Fiduciary Duty; and Negligence. Am. Compl. ¶¶ 427-882. It also includes a new Plaintiff, bringing the total to seven individuals seeking relief for two separate classes. Am. Compl. ¶ 41.

After filing the Amended Complaint, Plaintiffs soon returned to their pursuit of discovery and, in roughly two weeks, propounded subpoena notices on ten non-parties. On August 27, 2024, Plaintiffs served notices of intent to serve subpoenas on three non-parties: Paul Montgomery, a former TrueCoverage employee; Monica Reed, a former bookkeeper of Defendant Minerva Marketing; and Michael Cugini, a former Enhance Health employee. Ex. A-C. From these non-parties, Plaintiffs seek documents and communications related to multiple Defendants—for instance, from Mr. Cugini, Plaintiffs seek Enhance Health’s corporate records and Mr. Cugini’s work product, created in the scope of his employment at Enhance. *See id.* Plaintiffs make similar requests, with respect to TrueCoverage’s corporate records, from Mr. Montgomery. Ex. A. On September 5, 2024, Plaintiffs served additional notices of intent to serve subpoenas on five more non-parties: Bain Capital Distributors, LLC; Bain Capital Insurance Fund General Partner, LLC; Ensure Health; Gabriel Harrison (later withdrawn); and Instant Health. Ex. D-I. Presently, third-party subpoenas are the subject of pending motions to quash brought by Defendants Minerva Marketing, Brandon Bowsky, Enhance Health, and Matthew Herman. [*See* ECF Nos. 81, 91.]

On August 28, 2024, Plaintiffs served their First Set of Interrogatories to Defendant Enhance Health, Ex. J, and First Requests for Production of Documents to Defendants TrueCoverage and Enhance Health, Ex. K-L, making Enhance Health’s and TrueCoverage’s responses due one business day before Defendants’ motion to dismiss.

All of these discovery requests, propounded before this Court has determined the merit of Plaintiffs' action, may be mooted by Defendants' joint motion to dismiss the entirety of Plaintiffs' Amended Complaint, with prejudice, which Defendants will file on Monday, September 30, 2024.

### **LEGAL STANDARD**

“A temporary stay of discovery is” proper where a “broad class action complaint” faces “legitimate challenges” from a motion to dismiss. *See Goldstein v. Costco Wholesale Corp.*, No. 21-CV-80601-RAR, 2021 WL 2827757, \*2 (S.D. Fla. July 8, 2021) (staying discovery in class action pending resolution of motion to dismiss). When determining “whether to stay discovery pending resolution of a motion to dismiss, the court must balance the harm produced by a delay in discovery against the possibility that the motion will be granted and entirely eliminate the need for such discovery.” *Lewis v. Mercedes-Benz USA, LLC*, No. 19-CIV-81220-RAR, 2020 WL 4923640, at \*2 (S.D. Fla. Mar. 25, 2020) (citation omitted) (staying discovery in RICO class action, pending resolution of motion to dismiss, when defendants substantively “challenged the viability of all sixteen claims” under Rules 12(b)(6) and 9(b)). This Court should take a “preliminary peek at the merits of [Defendants’] dispositive motion to see if it appears to be clearly meritorious and truly case dispositive”; it may do so without offering “any substantive opinion on the merits” of that motion. *Id.* at \*2, \*3 n.2 (citation omitted). A “preliminary peek” at Defendants’ motion will make clear that it fits those requirements—it is both meritorious and dispositive. *Id.* at \*2. Consequently, a discovery stay is appropriate here.

### **ARGUMENT**

#### **I. DEFENDANTS’ MOTION TO DISMISS PRESENTS CASE DISPOSITIVE ARGUMENTS THAT SHOULD BE RESOLVED PRIOR TO DISCOVERY**

As this Court has recognized, when “disclosures and discovery” are not “necessary to the determination of the Motion,” a stay is appropriate. *See Oriental Republic of Uru. v. Italba Corp.*,

No. 21-CV-24264-MGC, 2022 U.S. Dist. LEXIS 68563, at \*3-4 (S.D. Fla. Apr. 13, 2022) (Damian, M.J.) (staying discovery pending resolution of motion seeking judgment as a matter of law). Here, a stay is appropriate because Defendants challenge the legal sufficiency of all Plaintiffs' claims.

Similarly, Courts regularly stay discovery in multi-litigant civil RICO actions pending resolution of a case-dispositive motion to dismiss. *See, e.g., Lewis*, 2020 WL 4923640, at \*4 (granting stay in RICO class action); *Khan v. BankUnited, Inc.*, No. 8:15-CV-2632-T-23TGW, 2016 WL 4718156, at \*1 (M.D. Fla. May 11, 2016) (multi-party RICO action) (granting discovery stay, except as to exchanging initial disclosures and ESI protocol); *James v. Hunt*, 761 F. App'x 975, 981-82 (11th Cir. 2018) (affirming discovery stay in RICO action); *In re Managed Care Litig.*, No. 1334, 00-1334, 2001 WL 664391, at \*1, \*3 (S.D. Fla. June 12, 2001) (granting stay in RICO class action to resolve pending and "anticipated motions to dismiss").

Further, courts regularly grant discovery stays in class actions. For example, in the multi-district class action *In re Mednax Services, Inc., Customer Data Security Breach Litigation*, the court stayed discovery after defendants challenged plaintiffs' Article III standing and all counts in the complaint pursuant to Rule 12(b)(6), finding "facial challenges to all of Plaintiffs' claims" warranted "a temporary stay." No. 21-MD-02994-RAR, 2021 WL 10428229, at \*1-3 (S.D. Fla. Oct. 9, 2021). The court noted "threshold issues related to standing are case dispositive" and "properly resolved before discovery." *Id.* at \*2. Similarly, in *Skuraskis v. NationsBenefits Holdings, LLC*, a class action, the court found defendants' "colorable challenges to Plaintiffs' Article III standing" and "all 27 counts [] in Plaintiffs' Amended Complaint" pursuant to Rule 12(b)(6) warranted staying discovery. No. 23-CV-60830-RAR, 2023 WL 8698324, at \*1, \*3, \*5-

6 (S.D. Fla. Dec. 15, 2023) (reasoning “potentially fatal pleading deficiencies” counseled a temporary stay).

Here, a “preliminary peek” at Defendants’ forthcoming motion to dismiss will demonstrate that each of Plaintiffs’ claims suffers multiple dispositive deficiencies.<sup>2</sup> *Lewis*, 2020 WL 4923640, at \*2. These deficiencies include material flaws in each Consumer Plaintiff’s constitutional standing and two Consumer Plaintiffs’ prudential standing. Defendants’ standing challenges present particular reasons to dismiss the Amended Complaint with prejudice—and thus grant a discovery stay—because “standing issues are threshold legal issues that are case-dispositive.” *Varga v. Palm Beach Capital Mgmt., LLC*, No. 09-82398-CIV-FAM, 2010 WL 8510622, at \*1 (S.D. Fla. Sept. 3, 2010) (granting stay). Therefore, “[i]t is appropriate to stay discovery pending resolution of a motion to dismiss where such an issue is raised.” *Id.*

In addition to these pleading failures, the Amended Complaint does not sufficiently state plausible claims for relief under Rule 12(b)(6) and fails to meet the exacting standards of Rule 9(b), which applies to the fraud claims on which this complaint and its RICO allegations rely. As a result, Defendants will raise case-dispositive legal challenges to Plaintiffs’ RICO (Counts 1-10), RICO Conspiracy (Counts 11-22), aiding and abetting RICO (Counts 23-34), aiding and abetting fraud (Counts 35-44), aiding and abetting a breach of fiduciary duty (Counts 45-54), and negligence (Count 55) claims, all of which will be before this Court during the pendency of this motion to stay discovery. If Plaintiffs lack a cognizable legal theory on these claims, the entire Amended Complaint will be subject to dismissal. *See, e.g., In re Mednax Servs., Inc.*, 2021 WL 10428229, at \*2 (staying discovery when motion to dismiss challenged “all nine counts” under

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<sup>2</sup> To preserve privilege, given that the motion to dismiss is still being finalized, Defendants cannot discuss their arguments in detail in this brief. Defendants refer to and adopt the to-be-filed motion to dismiss.

Rule 12(b)(6) and identified “notable pleading deficiencies”); *Taylor v. Serv. Corp. Int’l*, No. 20-CIV-60709-RAR, 2020 WL 6118779, at \*2, \*4 (S.D. Fla. Oct. 16, 2020) (staying discovery in putative class action, in part, because motion to dismiss challenged “all five claims . . . under Rule 12(b)(6)”).

Further, Plaintiffs’ failure “to specifically allege any precise statements, documents, or misrepresentations the Defendants made to them” represents a pleading deficiency under Rule 9(b) that merits dismissal. *See James*, 761 F. App’x at 979 (citation omitted) (affirming dismissal of RICO claims “because—even assuming *arguendo* the Plaintiffs pled applicable predicate acts for their RICO claims—they failed to plead the claims with the required level of specificity”). Defendants’ motion to dismiss will contend that Plaintiffs fail to allege predicate acts of racketeering because they do not, and cannot, meet the federal pleading standard under Rule 9(b). Consequently, the Court will have a clear basis to dismiss Plaintiffs’ fraud-based claims because, as the Eleventh Circuit has recognized, a “plaintiff’s [f]ailure to allege a specific element of fraud in a complaint is fatal when challenged by a motion to dismiss.” *See Infante v. Bank of America Corp.*, 468 F. App’x 918, 920 (11th Cir. 2012) (citation omitted) (affirming district court’s dismissal of fraud claim because the complaint’s “bare allegations, standing alone,” were “inadequate under federal pleading standards to give rise to an inference” of fraud).

Because Defendants’ motion to dismiss presents case dispositive issues and facial challenges that warrant dismissal of the entire complaint, this Court should stay discovery pending resolution of Defendants’ motion. *See In re Mednax Servs., Inc.*, 2021 WL 10428229, at \*2 (finding “facial challenges”—like those that the Defendants’ motion to dismiss will raise—“should be resolved *before* discovery to conserve the resources of the Court, counsel, and all parties”) (emphasis in original); *Chevaldina v. Katz*, No. 17-22225-CIV-EGT, 2017 WL 6372620, at \*3



(S.D. Fla. Aug. 28, 2017) (noting courts should stay discovery when “a dispositive motion may dispose of an entire case and preserve resources for all parties, including the Court”).

## **II. PERMITTING DISCOVERY IN LIGHT OF PLAINTIFFS’ PLEADING FAILURES WASTES JUDICIAL AND PARTY RESOURCES**

A stay is warranted when “requiring the parties to participate in discovery and other litigation activity presents an unnecessary burden.” *Oriental Republic of Uru.*, 2022 U.S. Dist. LEXIS 68563, at \*3-4. RICO class actions, in particular, present unique and obvious burden issues. For example, RICO actions can last years, leading to numerous discovery disputes requiring judicial intervention. *See, e.g., Allstate Ins., et al v. Palterovich, et al*, No. 1:04-cv-21402-AMS (over five years passed between case filing and close); *Viridis Corp. et al v. TCA Global Credit Master Fund, LP et al*, No. 0:15-CV-61706-UU (three years passed between case filing and close). Moreover, given the “powerful incentive for plaintiffs to attempt to fit garden variety fraud claims within the standard of civil RICO”—which Defendants will contend, in their motion to dismiss, that Plaintiffs are unsuccessfully trying to do—“courts have an obligation to scrutinize civil RICO claims early in the litigation” and “flush out frivolous RICO allegations.” *DeBoskey v. SunTrust Mortgage, Inc.*, No: 8:14-cv-1778-MSS-TGW, 2017 WL 4083557, at \*7 (M.D. Fla. Sept. 14, 2017) (citation omitted). This obligation supports staying discovery in RICO class actions, pending resolution of dispositive motions to dismiss, to conserve judicial and party resources.

Courts in this district and circuit have issued rulings that reflect this imperative. In *Lewis*, a class action featuring eight named plaintiffs, three defendants, and sixteen counts, including RICO violations, the court recognized that addressing Rule 9(b) facial challenges to plaintiffs’ complaint “*before* permitting discovery lessens unnecessary costs, especially” because ruling on the legal sufficiency of claims could alter the scope of the class, “thereby limiting the

corresponding scope of discovery.” *See* 2020 WL 4923640, at \*1, \*3-4 (citation omitted) (emphasis added). The *Lewis* court therefore granted defendants’ temporary stay of discovery to “save the court, counsel, and the parties significant time and effort.” *Id.* at \*3. Additionally, in *James*, the Eleventh Circuit affirmed the district court’s discovery stay in an action involving two plaintiffs and eight defendants, “especially in light of the fact the Plaintiffs’ fraud-based claims [including RICO] would have substantially enlarged the scope of discovery.” 761 F. App’x at 981 (granting stay pending ruling on defendants’ motions to dismiss and judgment on the pleadings). Similarly, here, Defendants’ discovery burden—addressing fifty-five counts posed by seven named Plaintiffs, plus coordinating with twelve Defendants and, potentially, seventy-four “relevant nonparties,” Am. Compl. ¶¶ 68-141—meets or exceeds the burdens facing defendants in *Lewis* and *James*, both which involved fewer allegations and fewer total parties.

Further, courts have been particularly sensitive to the “expansive nature of [p]laintiffs[’] discovery requests” in putative class actions—like this one—and the resources defendants must expend to respond to such requests. *See Taylor*, 2020 WL 6118779, at \*4 (citation omitted). In *Taylor*, a “large putative class action,” the court granted a stay, in part, after defendants estimated that plaintiff’s discovery requests encompassed “well over one hundred thousand electronic and hard-copy documents (consisting of a total of hundreds of thousands of pages).” *Id.* at \*3-4 (citation omitted). Similarly, in *In re Mednax* the court granted a stay, in part, because requiring defendants to respond to discovery requests would involve “significant expenditure . . . to collect, review, and produce large amounts of electronic data.” 2021 WL 10428229, at \*2 (internal quotation marks and citation omitted).

Here, the effort required for the Defendants to respond to discovery requests for six unique causes of action across fifty-five counts will be time consuming. To date, even though the merits

of the Amended Complaint are not yet before this Court, Plaintiffs have sought extremely broad discovery from the Defendants and will likely continue to do so if discovery continues while the motion to dismiss is pending. For example, in their First Request for Production of Documents to Defendant TrueCoverage, Plaintiffs sought “[a]ll internal communications, including but not limited to emails, text messages, Microsoft Teams Group Chats,” and “recorded Teams meetings or video conferences to or from your call centers” regarding a wide swath of topics, from “agent training” to “consumer complaints” to “advertisements, leads, compensation, bonuses, cash benefits, cash cards, checks, CMS, state insurance regulators [sic], subsidies and/or sales scripts.” Ex. K at 6. Plaintiffs also asked for “all communications between [Defendant] Matthew Goldfuss and any” downline agency—all 30 of them. *See id.* at 7. Similarly, from Enhance Health, Plaintiffs requested all text messages to all downlines related to “agent training,” “agent termination(s),” and “leads.” Ex. L at 6. “Downlines” includes downline agencies’ “present and former officers, directors, employees, agents, affiliates, associated or related companies, and any persons or entities acting or authorized to act on their behalf.” *Id.* at 2. None of these requests are limited to the allegations in this case. *See* Ex. K at 6-7; Ex. L at 2, 6.<sup>3</sup>

Responding to Plaintiffs’ discovery will likely affect Defendants’ business operations; it will require significant amounts of their employees’ time, pulling them away from their actual jobs. For example, to comply with just Plaintiffs’ first set of discovery requests without accounting for motion practice to rule on objections, which may limit the scope, Enhance Health—one

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<sup>3</sup> Minerva Marketing and Mr. Bowsky have not received written discovery requests, yet. It is reasonable to conclude that any such written discovery will involve the same breadth of documents as those that Enhance Health and TrueCoverage discuss herein. Further, as discussed herein, Minerva Marketing and Mr. Bowsky were forced to seek court intervention regarding a non-party subpoena to former bookkeeper, Monica Reed, through which Plaintiffs improperly obtained confidential financial information (i.e., tax returns, QuickBooks files, credit card and bank statements) that have no bearing on the issues in this action. This is exactly the type of issue that discovery stays are meant to address.

Defendant—would have to review at least 1.1 terabytes of data<sup>4</sup> shared between approximately 1,400 accounts. Enhance Health would further have to review data from over 2,000 individuals covered by Plaintiffs’ requests from June 2022 to the present. Undoubtedly, there will be more requests, requiring expenditure of more resources by Enhance Health and the other Defendants. Enhance Health will have to engage in discussions with Plaintiffs’ counsel and likely motion practice in an effort to reduce the scope of the discovery.

In addition, as noted above, Plaintiffs’ discovery requests have not been confined to named parties. Plaintiffs already propounded at least ten non-party subpoenas and will likely continue sending third-party discovery demands for confidential or sensitive business information, like the demands Plaintiffs sent to former Defendant employees, such as Mr. Cugini, seeking a potentially large volume of Enhance Health’s sensitive corporate records and Mr. Herman’s personal communications, and Ms. Reed, seeking Minerva Marketing’s confidential business records to which she only had access through her employment with Minerva Marketing. Ex. B-C. In the absence of an order staying discovery, these far-reaching requests will likely keep expanding and, as has already occurred, result in additional motion practice, [*see* ECF Nos. 81, 91], and expenditure of party and judicial resources to resolve discovery disputes that could be mooted by the motion to dismiss.

In the event that some portion of the Plaintiffs’ claims survive the motion to dismiss, they will have “ample opportunity to conduct discovery” at that time, which courts have found indicates that the relative equities weigh in favor of a discovery stay while a dispositive motion to dismiss is pending. *See Taylor*, 2020 WL 6118779, at \*4. *Cf. Menashe v. Jaoude*, No. 22-22220-Civ-

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<sup>4</sup> One terabyte of storage equals roughly “6.5 million document pages” and is “equal to 1,300 physical filing cabinets of paper.” *How much is 1 TB of storage?*, Dropbox, <https://www.dropbox.com/features/cloud-storage/how-much-is-1tb#> (last visited Sept. 27, 2024).

RNS, 2023 WL 4889395, at \*2 (S.D. Fla. Aug. 1, 2023) (same). A stay of discovery is appropriate because discovery in class actions “has the potential to consume vast resources from all litigants,” and while a court may prefer to move such cases “at the swift pace” it usually moves other cases, it must be “cognizant of the complexity of the issues involved” and “the amount of time, effort, and money that all parties are expending litigating” the action. *See In re Managed Care Litig.*, 2001 WL 664391, at \*3 (staying discovery pending resolution of a motion to dismiss). Therefore, in light of Defendants’ “specific and tangible” showing of “the unreasonable discovery burdens they [would] face absent a stay” and in the context of a motion to dismiss that will be filed during the briefing period for this motion to stay, a discovery stay is warranted. *See In re Mednax Servs., Inc.*, 2021 WL 10428229, at \*2.

### **CONCLUSION**

Because an order granting the motion to dismiss that Defendants will file on Monday, September 30, 2024, could either eliminate the need for any discovery or greatly reduce the scope of it, this Court should grant a stay of discovery until it has ruled on that motion. For the foregoing reasons, Defendants respectfully request this Court **GRANT** this motion to stay discovery pending a decision on Defendants’ dispositive motion to dismiss. Defendants respectfully request this Court issue a ruling on this expedited motion by October 15, 2024.<sup>5</sup>

### **LOCAL RULE 7.1(a)(3) CERTIFICATION**

Defendants conferred with counsel for the Plaintiffs, who oppose the request to stay.

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<sup>5</sup> Defendants request a ruling on this expedited motion under Local Rule 7.1(d)(2). Alternatively, Defendants request this Court grant a preliminary stay and keep discovery in abeyance to preserve the status quo until this Court rules on this expedited motion to stay discovery.

**LOCAL RULE 7.1(b) REQUEST FOR HEARING**

The undersigned respectfully request a hearing to be held on this Motion because a hearing would assist the parties in arguing their points and applicable case law.

Dated: September 27, 2024

Respectfully submitted,

By: /s/ Olga M. Vieira

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and Brandon Bowsky*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was electronically filed by  
CM/ECF on September 27, 2024.

By: /s/ Olga M. Vieira  
Olga M. Vieira (FBN: 29783)



# EXHIBIT A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY PAUL MONTGOMERY**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Paul Montgomery.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated August 27, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 27, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Conswallo Turner et al.,

Plaintiff

v.

Enhance Health LLC et al.,

Defendant

Civil Action No. 0:24-cv-60591-DAMIAN/Valle

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To:

Paul Montgomery
99 Shady Woods Lane, Battle Creek, MI 49015

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Table with 2 columns: Place (Pohlman USA Court Reporters, 71 S. 20th St., Suite 103, Battle Creek, MI 49015) and Date and Time (09/13/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/27/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/Jason Kellogg, Esq.
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, 100 SE 2nd St., 36th Floor, Miami, FL 33131, jk@klsg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591-DAMIAN/Valle

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**

**DEFINITIONS**

The following list of definitions shall apply, and be used and referenced by the person complying with this discovery request solely for the purposes of answering this Request for Production of Documents:

1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.

2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.

3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.

4. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.

5. **“Garish Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.

6. **“Matthew Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.

7. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed,

photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants' possession, custody, or control. Without limiting the foregoing, "**Document**" includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data compilations.

8. "**Identify,**" when used with respect to an individual, animal, or entity, means to state the name of that person. "**Identify,**" when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

9. The words "**Person**" and "**Individual**" shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

10. "**Class Plaintiffs**" refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

11. "**Regarding,**" "**Related to,**" "**Relating to,**" and "**Pertaining to**" include, but are



not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

12. The terms “**And**” and “**Or**” shall be both conjunctive and disjunctive; the term “**Including**” means “including without limitation;” and “**Each**,” “**Any**,” and “**All**” mean “each and every.”

13. “**You**” and/or “**Your**” refers to Paul Montgomery.

14. The term “**free cash card**” advertisements mean the types of advertisements at issue in this Action.

15. “ACA health insurance” means Affordable Care Act health insurance.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including, for example, telephone and cable carriers, Internet service providers, email carriers, banks, insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the Relevant Period of these Requests is from July 2020 through the present.

9. All Requests for Documents include email communications found in any mailbox,

including but not limited to personal mailboxes

**REQUESTS**

1. Documents and Communication that refer or relate to TrueCoverage extracting consumers' information, including PII, from the CMS Marketplace FFM database through its EDE platform(s), BenefitAlign and/Insura.

2. Documents and Communications containing consumers' information, including PII, that you sent or received, including but not limited to any spreadsheets or CSV files that You sent or received.

3. Documents and Communications relating to TrueCoverage's use of its EDE platforms, BenefitAlign and Inshura, and/or its MME dialer to extract and use consumers' information obtained from the CMS Marketplace FFM database.

4. Documents and Communication that refer or relate to TrueCoverage sending CSV files and/or other types of spreadsheets containing consumers' PII to its operations in India, Pakistan and/or any country in Central America, including Panama.

5. Documents and Communications that refer or relate to TrueCoverage marketing ACA health insurance to consumers in the United States.

6. All Documents and Communications evidencing that TrueCoverage created, purchased and/or sold advertisements to its downlines or third parties to generate leads in the United States, including but not limited to "free cash card" advertisements. This request includes but is not limited to "free cash card" advertisements created and/or posted on social media by TrueCoverage's marketing group in India.

7. Documents and Communications that refer or relate to TrueCoverage's marketing group in India.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

8. Communications between You and anyone from TrueCoverage's marketing group in India.
9. Communications between You and Matthew Goldfuss.
10. Communications between You and Garish Panicker.
11. Documents and Communications that refer or relate to You complaining or expressing concerns to any person with TrueCoverage about its use of deceptive advertisements and/or marketing strategies in connection with the sale of ACA health insurance.
12. Documents and Communications that refer or relate to Your departure from TrueCoverage in or around November 2023.

# EXHIBIT B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY MONICA REED**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Monica Reed.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated August 27, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@lklsg.com](mailto:jk@lklsg.com)  
Secondary email: [ame@lklsg.com](mailto:ame@lklsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@lklsg.com](mailto:vjw@lklsg.com)  
Secondary email: [service@lklsg.com](mailto:service@lklsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@lklsg.com](mailto:pjs@lklsg.com)  
Secondary email: [acd@lklsg.com](mailto:acd@lklsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 27, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Conswallo Turner et al.,

Plaintiff

v.

Enhance Health LLC et al.,

Defendant

Civil Action No. 0:24-cv-60591-DAMIAN/Valle

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Monica Reed
1400 E. Newport Center Drive, No. 203, Deerfield Beach, Florida 33442

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Table with 2 columns: Place (Levine Kellogg Lehman Schneider + Grossman LLP, 100 SE Second St., 36th Floor, Miami, FL 33131) and Date and Time (09/13/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/27/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Jason Kellogg, Esq.
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, 100 SE 2nd St., 36th Floor, Miami, FL 33131, jk@lklsg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).



Civil Action No. 0:24-cv-60591-DAMIAN/Valle

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_

on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

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- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
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(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

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- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

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The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

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2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.

3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.

4. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One Prospecting, LLC and anyone acting on its behalf.

5. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.

6. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control.

Without limiting the foregoing, “**Document**” includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data compilations.

7. “**Identify,**” when used with respect to an individual, animal, or entity, means to state the name of that person. “**Identify,**” when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

8. The words “**Person**” and “**Individual**” shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

9. “**Class Plaintiffs**” refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

10. “**Regarding,**” “**Related to,**” “**Relating to,**” and “**Pertaining to**” include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

11. The terms “**And**” and “**Or**” shall be both conjunctive and disjunctive; the term

“**Including**” means “including without limitation;” and “**Each,**” “**Any,**” and “**All**” mean “each and every.”

12. “**You**” and/or “**Your**” refers to Monica Reed.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including, for example, telephone and cable carriers, Internet service providers, email carriers, banks, insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and

CASE NO. 0:24-cv-60591-DAMIAN/Valle

family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the time period of these Requests is from **May 1, 2019** through the present.

9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Communications between You and Bowsky and/or Minerva Marketing, including but not limited to Communications about:

a. Minerva Marketing's sale and/or re-sale of leads;

- b. Minerva Marketing's purchase of leads;
- c. Swapping of AORs in the industry for ACA plan enrollment;
- d. TrueCoverage;
- e. Enhance Health;
- f. the revenue and expenses of Minerva Marketing; or
- g. the sale of Medigap, LLC.

2. Documents relating to Bowsky and/or Minerva Marketing, including but not limited to Documents about:

- a. Minerva Marketing's sale and/or re-sale of leads;
- b. Minerva Marketing's purchase of leads;
- c. Swapping of AORs in the industry for ACA plan enrollment;
- d. TrueCoverage;
- e. Enhance Health;
- f. the revenue and expenses of Minerva Marketing; or
- g. the sale of Medigap, LLC.

3. The financial records of Minerva Marketing, including but not limited to all Quickbooks files and credit card statements evidencing the revenue and expenses of Minerva Marketing, including but not limited to revenue from the sale and/or resale of leads, and expenses from the purchase of leads.

4. Documents and Communications showing the individuals or entities from which Minerva Marketing purchased its marketing leads.

5. Documents and Communications showing the individuals or entities to which Minerva Marketing sold its marketing leads.

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6. Documents and Communications related to Bowsky and/or Minerva Marketing's use of Retreaver and/or Total Leads Domination.

7. Documents and Communications related to Bowsky and/or Minerva Marketing's use of frontiers in connection with its lead generation business.

8. Corporate records of Minerva Marketing, including but not limited to any shareholder agreements or operating agreements.

9. Corporate records of Medigap, LLC, including but not limited to any shareholder agreements and operating agreements.



# EXHIBIT C

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY MICHAEL CUGINI**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Michael Cugini.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated August 27, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@lklsg.com](mailto:jk@lklsg.com)  
Secondary email: [ame@lklsg.com](mailto:ame@lklsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@lklsg.com](mailto:vjw@lklsg.com)  
Secondary email: [service@lklsg.com](mailto:service@lklsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@lklsg.com](mailto:pjs@lklsg.com)  
Secondary email: [acd@lklsg.com](mailto:acd@lklsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 27, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Conswallo Turner et al.,

Plaintiff

v.

Enhance Health LLC et al.,

Defendant

Civil Action No. 0:24-cv-60591-DAMIAN/Valle

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To:

Michael Cugini

1710 Middle River Drive, Ft. Lauderdale, FL 33305

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Table with 2 columns: Place (Levine Kellogg Lehman Schneider + Grossman LLP, 100 SE Second St., 36th Floor, Miami, FL 33131) and Date and Time (09/13/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/27/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/Jason Kellogg, Esq. Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, 100 SE 2nd St., 36th Floor, Miami, FL 33131, jk@klsg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591-DAMIAN/Valle

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_

on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**

**DEFINITIONS**

The following list of definitions shall apply, and be used and referenced by the person complying with this discovery request solely for the purposes of answering this Request for Production of Documents:

1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.
2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.
3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.
4. **“Enhance Health”** means Enhance Health LLC and anyone acting on its behalf.
5. **“Bain Capital”** means Bain Capital Insurance L.P. or any of its affiliates, subsidiaries, members or related entities, and anyone acting on its behalf.
6. **“Herman”** means Matthew Herman.
7. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
8. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One Prospecting, LLC and anyone acting on its behalf.

9. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
10. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.
11. **“Garish Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.
12. **“Matthew Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.
13. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control. Without limiting the foregoing, **“Document”** includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data compilations.
14. **“Identify,”** when used with respect to an individual, animal, or entity, means to state the name of that person. **“Identify,”** when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter



of the Document.

15. The words “**Person**” and “**Individual**” shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

16. “**Class Plaintiffs**” refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

17. “**Regarding,**” “**Related to,**” “**Relating to,**” and “**Pertaining to**” include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

18. The terms “**And**” and “**Or**” shall be both conjunctive and disjunctive; the term “**Including**” means “including without limitation;” and “**Each,**” “**Any,**” and “**All**” mean “each and every.”

19. “**You**” and/or “**Your**” refers to Paul Montgomery.

20. The term “**free cash card**” advertisements mean the types of advertisements at issue in this Action.

21. The term “**AOR Swaps**” means the changing of a consumer’s agent of record.

22. “**ACA health insurance**” means Affordable Care Act health insurance.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including, for example, telephone and cable carriers, Internet service providers, email carriers, banks,

insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the Relevant Period of these Requests is from July 2020 through the present.

9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Recordings of phone calls between consumers on the one hand and Enhance Health or its downline agencies on the other, including but not limited to calls recorded on the TLD dialer system.

2. Communications with Herman.

3. Communications with Enhance Health.

4. Communications with Bain Capital.

5. Documents, including but not limited to personal notes, texts, emails, calendar entries or agendas, relating to meetings where one or more Bain Capital employees were present.

6. Communications with Enhance Health downlines.

# EXHIBIT D

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' AMENDED NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY BAIN CAPITAL DISTRIBUTORS, LLC**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Bain Capital Distributors, LLC.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated September 5, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@klsg.com](mailto:jk@klsg.com)  
Secondary email: [ame@klsg.com](mailto:ame@klsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@klsg.com](mailto:vjw@klsg.com)  
Secondary email: [service@klsg.com](mailto:service@klsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@klsg.com](mailto:pjs@klsg.com)  
Secondary email: [acd@klsg.com](mailto:acd@klsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on September 5, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

Conswallo Turner, et al.,
Plaintiff
v.
Enhance Health LLC, et al.
Defendant
Civil Action No. 0:24-cv-60591

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Bain Capital Distributors, LLC
200 Clarendon Street, Floor 44, Boston, Massachusetts 02116

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see attached Exhibit A

Table with 2 columns: Place (Magna Legal Services, 68 Commercial Wharf, Boston, MA 02110) and Date and Time (09/23/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/05/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk OR /s/Jason Kellogg Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, LKLSG, 100 SE 2nd St, 36th Floor, Miami, FL 33131, jk@lkslg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:



**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**

**DEFINITIONS**

The following list of definitions shall apply, and be used and referenced by the person complying with this discovery request solely for the purposes of answering this Request for Production of Documents:

1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.
2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.
3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.
4. **“Enhance Health”** means Enhance Health LLC and anyone acting on its behalf, including but not limited to Herman.
5. **“Bain Capital”** means Bain Capital L.P., Bain Capital Insurance Fund L.P. or any of its affiliates, subsidiaries, members or related entities, and anyone acting on its behalf.
6. **“Herman”** means Matthew Herman.
7. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
8. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One

Prospecting, LLC and anyone acting on its behalf.

9. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.

10. **“Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.

11. **“Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.

12. The term **“Free Cash Card”** advertisements mean the types of advertisements at issue in this Action.

13. The term **“AOR Swaps”** means replacing an ACA plan insured’s agent-of-record with a different agent-of-record.

14. **“Policy Switching”** means replacing an ACA health plan with another.

15. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control. Without limiting the foregoing, **“Document”** includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data

compilations.

16. **“Identify,”** when used with respect to an individual, animal, or entity, means to state the name of that person. **“Identify,”** when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

17. The words **“Person”** and **“Individual”** shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

18. **“Class Plaintiffs”** refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

19. **“Regarding,” “Related to,” “Relating to,”** and **“Pertaining to”** include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

20. The terms **“And”** and **“Or”** shall be both conjunctive and disjunctive; the term **“Including”** means “including without limitation;” and **“Each,” “Any,”** and **“All”** mean “each and every.”

21. **“You”** and/or **“Your”** refers to Bain Capital Distributors, LLC.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including, for example, telephone and cable carriers, Internet service providers, email carriers, banks,

insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the time period of these Requests is from **May 1, 2019** through the present.

9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Documents sufficient to Identify all of Your officers and directors.
2. Documents sufficient to Identify the names of investors in Bain Capital Insurance Fund, L.P.
3. All iterations of Your organizational chart.
4. All iterations of Your Operating agreement.
5. Any and all Documents relied on by You to promote the Bain Capital Insurance Fund, L.P. to investors, including but not limited to marketing materials that refer or relate to Enhance Health, LLC.
6. Exemplars of offering documents used in connection with the sale of investments in Bain Capital Insurance Fund, L.P., including but not limited to private placement memoranda.
7. Documents reflecting any due diligence, analysis, review or investigation conducted or performed by You on Enhance Health, LLC.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

8. Documents reflecting any due diligence, analysis, review or investigation conducted or performed by You on Matt Herman.

9. Documents reflecting any due diligence, analysis, review or investigation conducted or performed by You on Bain Capital Insurance Fund, L.P.

10. Documents sufficient to evidence any sales compensation You received in connection with the sale of investments in the Bain Capital Insurance Fund, L.P.

# EXHIBIT E



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' AMENDED NOTICE OF INTENT TO SERVE SUBPOENA ON  
NON-PARTY BAIN CAPITAL INSURANCE FUND GENERAL PARTNER, LLC**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Bain Capital Insurance Fund General Partner, LLC.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated September 5, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@lklsg.com](mailto:jk@lklsg.com)  
Secondary email: [ame@lklsg.com](mailto:ame@lklsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@lklsg.com](mailto:vjw@lklsg.com)  
Secondary email: [service@lklsg.com](mailto:service@lklsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@lklsg.com](mailto:pjs@lklsg.com)  
Secondary email: [acd@lklsg.com](mailto:acd@lklsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on September 5, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

Conswallo Turner, et al.,
Plaintiff
v.
Enhance Health LLC, et al.
Defendant
Civil Action No. 0:24-cv-60591

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Bain Capital Insurance Fund General Partner, LLC
200 Clarendon Street, Boston, Massachusetts 02116

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see attached Exhibit A

Table with 2 columns: Place (Magna Legal Services, 68 Commercial Wharf, Boston, MA 02110) and Date and Time (09/23/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/05/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk OR /s/Jason Kellogg Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, LKLSG, 100 SE 2nd St, 36th Floor, Miami, FL 33131, jk@lkslg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_ *Server's signature*

\_\_\_\_\_ *Printed name and title*

\_\_\_\_\_ *Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

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1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.
2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.
3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.
4. **“Enhance Health”** means Enhance Health LLC and anyone acting on its behalf, including but not limited to Herman.
5. **“Bain Capital”** means Bain Capital L.P., Bain Capital Insurance Fund L.P. or any of its affiliates, subsidiaries, members or related entities, and anyone acting on its behalf.
6. **“Herman”** means Matthew Herman.
7. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
8. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One

Prospecting, LLC and anyone acting on its behalf.

9. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.

10. **“Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.

11. **“Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.

12. The term **“Free Cash Card”** advertisements mean the types of advertisements at issue in this Action.

13. The term **“AOR Swaps”** means replacing an ACA plan insured’s agent-of-record with a different agent-of-record.

14. **“Policy Switching”** means replacing an ACA health plan with another.

15. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control. Without limiting the foregoing, **“Document”** includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data

compilations.

16. **“Identify,”** when used with respect to an individual, animal, or entity, means to state the name of that person. **“Identify,”** when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

17. The words **“Person”** and **“Individual”** shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

18. **“Class Plaintiffs”** refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

19. **“Regarding,” “Related to,” “Relating to,”** and **“Pertaining to”** include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

20. The terms **“And”** and **“Or”** shall be both conjunctive and disjunctive; the term **“Including”** means “including without limitation;” and **“Each,” “Any,”** and **“All”** mean “each and every.”

21. **“You”** and/or **“Your”** refers to Bain Capital Insurance Fund General Partner, LLC.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including, for example, telephone and cable carriers, Internet service providers, email carriers, banks,



insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the time period of these Requests is from **May 1, 2019** through the present.

9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Documents sufficient to Identify all of Your officers and directors.
2. Documents sufficient to Identify the names of investors in Bain Capital Insurance Fund, L.P.
3. All iterations of Your organizational chart.
4. All iterations of Your Operating agreement.
5. Any and all Documents relied on by You to promote the Bain Capital Insurance Fund, L.P. to investors, including but not limited to marketing materials that refer or relate to Enhance Health, LLC.
6. Exemplars of offering documents used in connection with the sale of investments in Bain Capital Insurance Fund, L.P., including but not limited to private placement memoranda.
7. Documents reflecting any due diligence, analysis, review or investigation conducted or performed by You on Enhance Health, LLC.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

8. Documents reflecting any due diligence, analysis, review or investigation conducted or performed by You on Matt Herman.

9. Documents reflecting any due diligence, analysis, review or investigation conducted or performed by You on Bain Capital Insurance Fund, L.P.

10. The financial records of Bain Capital Insurance Fund, L.P., including but not limited to all Documents evidencing the revenue and expenses of Enhance Health, LLC.

# EXHIBIT F

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY ENSURE HEALTH GROUP CORP**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Ensure Health Group Corp.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated September 5, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@klsg.com](mailto:jk@klsg.com)  
Secondary email: [ame@klsg.com](mailto:ame@klsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@klsg.com](mailto:vjw@klsg.com)  
Secondary email: [service@klsg.com](mailto:service@klsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@klsg.com](mailto:pjs@klsg.com)  
Secondary email: [acd@klsg.com](mailto:acd@klsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on September 5, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Conswallo Turner, et al.,

Plaintiff

v.

Enhance Health LLC, et al.

Defendant

Civil Action No. 0:24-cv-60591

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Ensure Health Group Corp. Registered Agent: Cristian Crevoisier, 9715 West Broward Boulevard #200, Plantation, Florida 33324

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see attached Exhibit A.

Table with 2 columns: Place (Levine Kellogg Lehman Schneider + Grossman LLP, 100 SE 2nd St, 36th Floor, Miami, FL 33131) and Date and Time (09/20/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 9/452024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/Jason Kellogg

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, LKLSG, 100 SE 2nd St, 36th Floor, Miami, FL 33131, jk@lkslg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_ *Server's signature*

\_\_\_\_\_ *Printed name and title*

\_\_\_\_\_ *Server's address*

Additional information regarding attempted service, etc.:



**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**  
**DEFINITIONS**

The following list of definitions shall apply, and be used and referenced by the person complying with this discovery request solely for the purposes of answering this Request for Production of Documents:

1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.
2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.
3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.
4. **“Enhance Health”** means Enhance Health LLC and anyone acting on its behalf, including but not limited to Herman.
5. **“Bain Capital”** means Bain Capital L.P., Bain Capital Insurance Fund L.P. or any of its affiliates, subsidiaries, members or related entities, and anyone acting on its behalf.
6. **“Herman”** means Matthew Herman.
7. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
8. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One

Prospecting, LLC and anyone acting on its behalf.

9. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.

10. **“Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.

11. **“Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.

12. The term **“Free Cash Card”** advertisements mean the types of advertisements at issue in this Action.

13. The term **“AOR Swaps”** means replacing an ACA plan insured’s agent-of-record with a different agent-of-record.

14. **“Policy Switching”** means replacing an ACA health plan with another.

15. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control. Without limiting the foregoing, **“Document”** includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data

compilations.

16. **“Identify,”** when used with respect to an individual, animal, or entity, means to state the name of that person. **“Identify,”** when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

17. The words **“Person”** and **“Individual”** shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

18. **“Class Plaintiffs”** refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

19. **“Regarding,” “Related to,” “Relating to,”** and **“Pertaining to”** include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

20. The terms **“And”** and **“Or”** shall be both conjunctive and disjunctive; the term **“Including”** means “including without limitation;” and **“Each,” “Any,”** and **“All”** mean “each and every.”

21. **“You”** and/or **“Your”** refers to Ensure Health Group Corp. and any of its officers or managers, including but not limited to Barachy Lucien, Frantz Saintval or Christian Crevosier.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including,

for example, telephone and cable carriers, Internet service providers, email carriers, banks, insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the time period of these Requests is from **May 1, 2019** through the present.

9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Communications or Documents, including but not limited to emails and text messages, between You and Herman and/or Ensure Health.

2. Communications or Documents, including but not limited to emails and text messages, between You and Panicker, Goldfuss and/or TrueCoverage.

3. Communications or Documents, including but not limited to emails and text messages, between You and Bowsky and/or Minerva.

4. Communications or Documents relating to Free Cash Card Advertisements.

5. Communications or Documents relating to AOR Swaps.

6. Communications or Documents relating to Policy Switching.

7. Documents sufficient to show commission payments received from TrueCoverage.

8. Documents sufficient to show payments received from TrueCoverage for training of its enrollment agents.

9. Documents sufficient to show commission payments received from Enhance Health.

10. Documents sufficient to show payments received from Enhance Health for training of its enrollment agents.

11. Documents or communications relating to training sessions held at your offices on or around July 2022, whereby You trained Enhance Health enrollment agents about ACA plans.

12. Scripts used by your enrollment agents for ACA plans.

13. Documents or Communications that refer or relate to You enrolling any Class Plaintiff in ACA plans or submitting or modifying their applications, including but not limited to all recordings of all telephone conversations with named Plaintiffs.

14. Documents or Communications sufficient to Identify any EDE platform, software, artificial intelligence and/or bot used by You to enroll consumers in ACA plans and/or change their existing AORs, health insurance coverage and/or applications.

15. Agreement(s) with TrueCoverage.

16. Agreement(s) with BenefitAlign.

17. Agreement(s) with Inshura LLC.

18. Documents or Communications sufficient to Identify the insureds for whom Christian Crevosier currently is agent-of-record.

19. Documents or Communications sufficient to Identify the insureds for whom Christian Crevosier has been agent-of-record since May 2019.

# EXHIBIT G



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY GABRIEL HARRISON**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve the attached subpoena on non-party Gabriel Harrison.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated September 5, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@klsg.com](mailto:jk@klsg.com)  
Secondary email: [ame@klsg.com](mailto:ame@klsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@klsg.com](mailto:vjw@klsg.com)  
Secondary email: [service@klsg.com](mailto:service@klsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@klsg.com](mailto:pjs@klsg.com)  
Secondary email: [acd@klsg.com](mailto:acd@klsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on September 5, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Conswallo Turner, et al.,

Plaintiff

v.

Enhance Health LLC, et al.

Defendant

Civil Action No. 0:24-cv-60591

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Gabriel Harrison
21079 Southwest 42nd Way, Boynton Beach, Florida 33436

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see attached Exhibit A.

Table with 2 columns: Place (Levine Kellogg Lehman Schneider + Grossman LLP, 100 SE 2nd St, 36th Floor, Miami, FL 33131) and Date and Time (09/20/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 9/5/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/Jason Kellogg
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, LKLSG, 100 SE 2nd St, 36th Floor, Miami, FL 33131, jk@lkslg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**  
**DEFINITIONS**

The following list of definitions shall apply, and be used and referenced by the person complying with this discovery request solely for the purposes of answering this Request for Production of Documents:

1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.
2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.
3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.
4. **“Enhance Health”** means Enhance Health LLC and anyone acting on its behalf, including but not limited to Herman.
5. **“Bain Capital”** means Bain Capital L.P., Bain Capital Insurance Fund L.P. or any of its affiliates, subsidiaries, members or related entities, and anyone acting on its behalf.
6. **“Herman”** means Matthew Herman.
7. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
8. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One

Prospecting, LLC and anyone acting on its behalf.

9. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.

10. **“Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.

11. **“Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.

12. The term **“Free Cash Card”** advertisements mean the types of advertisements at issue in this Action.

13. The term **“AOR Swaps”** means replacing an ACA plan insured’s agent-of-record with a different agent-of-record.

14. **“Policy Switching”** means replacing an ACA health plan with another.

15. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control. Without limiting the foregoing, **“Document”** includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data

compilations.

16. **“Identify,”** when used with respect to an individual, animal, or entity, means to state the name of that person. **“Identify,”** when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

17. The words **“Person”** and **“Individual”** shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

18. **“Class Plaintiffs”** refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

19. **“Regarding,” “Related to,” “Relating to,”** and **“Pertaining to”** include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

20. The terms **“And”** and **“Or”** shall be both conjunctive and disjunctive; the term **“Including”** means “including without limitation;” and **“Each,” “Any,”** and **“All”** mean “each and every.”

21. **“You”** and/or **“Your”** refers to Gabriel Harrison.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including, for example, telephone and cable carriers, Internet service providers, email carriers, banks,



insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.

6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the time period of these Requests is from **May 1, 2019** through the present.

9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Communications or Documents relating to Free Cash Card Advertisements, including but not limited to communications with Panicker, Goldfuss, Herman, Bowsky or any TrueCoverage Downline(s).

2. Communications or Documents relating to AOR Swaps, including but not limited to communications with Panicker, Goldfuss, Herman, Bowsky or any TrueCoverage Downline(s).

3. Communications or Documents relating to Policy Switching, including but not limited to communications with Panicker, Goldfuss, Herman, Bowsky or any TrueCoverage Downline(s).

4. Communications or Documents, including but not limited to emails and text messages, between You and TrueCoverage regarding the reason(s) for your termination.

5. Scripts used by TrueCoverage for enrollment in ACA plans.

6. Scripts used by Enhance Health for enrollment in ACA plans.

7. Documents relating to your training of the enrollment agent of TrueCoverage and/or its Downlines.

8. Documents or Communications that refer or relate to TrueCoverage extracting consumers' information, including PII, from the CMS Marketplace FFM database through its EDE platform(s), BenefitAlign and/Insura.

9. Documents or Communications containing consumers' information, including PII, that you sent or received, including but not limited to any spreadsheets or CSV files that You sent or received.

10. Documents or Communications relating to TrueCoverage's use of its EDE platforms, BenefitAlign and Inshura, and/or its MME dialer to extract and use consumers' information obtained from the CMS Marketplace FFM database.

11. Documents or Communication that refer or relate to TrueCoverage sending CSV files and/or other types of spreadsheets containing consumers' PII to its operations in India, Pakistan and/or any country in Central America, including Panama.

12. Documents or Communications that refer or relate to TrueCoverage marketing ACA health insurance to consumers in the United States.

13. Documents or Communications evidencing that TrueCoverage created, purchased and/or sold advertisements to its downlines or third parties to generate leads in the United States, including but not limited to "free cash card" advertisements. This request includes but is not limited to "free cash card" advertisements created and/or posted on social media by TrueCoverage's marketing group in India.

14. Documents and Communications that refer or relate to TrueCoverage's marketing group in India.

# EXHIBIT H

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

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**PLAINTIFFS' NOTICE OF WITHDRAWAL OF SUBPOENA**

Plaintiffs hereby notify Defendants of their withdrawal of their subpoena to non-party  
Gabriel Harrison.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated September 13, 2024

By: /s/ Jason K. Kellogg

Jason K. Kellogg, P.A.

Florida Bar No. 0578401

Primary email: [jk@lklsg.com](mailto:jk@lklsg.com)

Secondary email: [ame@lklsg.com](mailto:ame@lklsg.com)

Victoria J. Wilson

Florida Bar No. 92157

Primary email: [vjw@lklsg.com](mailto:vjw@lklsg.com)

Secondary email: [service@lklsg.com](mailto:service@lklsg.com)

Peter J. Sitaras

Florida Bar No. 1039141

Primary email: [pjs@lklsg.com](mailto:pjs@lklsg.com)

Secondary email: [acd@lklsg.com](mailto:acd@lklsg.com)

100 Southeast Second Street

Miami Tower, 36th Floor

Miami, Florida 33131

Telephone: (305) 403-8788

Facsimile: (305) 403-8789

By: /s/ Jason R. Doss

Jason R. Doss

Florida Bar No. 0569496

Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)

1827 Powers Ferry Road Southeast

Atlanta, Georgia 30339

Telephone: (770) 578-1314

Facsimile: (770) 578-1302

### **CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on September 13, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

JASON K. KELLOGG, P.A.

# EXHIBIT I

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
PAULA LANGLEY, VERONICA  
KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**

(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
BAIN CAPITAL INSURANCE FUND L.P.,  
DIGITAL MEDIA SOLUTIONS LLC,  
NET HEALTH AFFILIATES, INC.,  
BENEFITALIGN, LLC,  
MATTHEW B. HERMAN,  
BRANDON BOWSKY, GIRISH PANICKER,  
and MATTHEW GOLDFUSS,

Defendants.

---

**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA  
ON NON-PARTY INSTANT HEALTH USA INSURANCE AGENCY INC.**

Pursuant to Fed. R. Civ. P. 45, Plaintiffs notify Defendants of their intent to serve  
the attached subpoena on non-party Instant Health USA Insurance Agency Inc.



CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated September 5, 2024

By: /s/ Jason K. Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@klsg.com](mailto:jk@klsg.com)  
Secondary email: [ame@klsg.com](mailto:ame@klsg.com)  
Victoria J. Wilson  
Florida Bar No. 92157  
Primary email: [vjw@klsg.com](mailto:vjw@klsg.com)  
Secondary email: [service@klsg.com](mailto:service@klsg.com)  
Peter J. Sitaras  
Florida Bar No. 1039141  
Primary email: [pjs@klsg.com](mailto:pjs@klsg.com)  
Secondary email: [acd@klsg.com](mailto:acd@klsg.com)  
100 Southeast Second Street  
Miami Tower, 36th Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

By: /s/ Jason R. Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email: [jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)  
1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on September 5, 2024, a true and correct copy of the foregoing was served upon parties registered with CM/ECF in this case.

By: /s/ Jason Kellogg

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Conswallo Turner, et al.,

Plaintiff

v.

Enhance Health LLC, et al.

Defendant

Civil Action No. 0:24-cv-60591

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Instant Health USA Insurance Agency Inc. Registered Agent: Rivero Tax Group, 2387 West 68th Sreet, 502 Miami, Florida 33016

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see attached Exhibit A.

Table with 2 columns: Place (Levine Kellogg Lehman Schneider + Grossman LLP, 100 SE 2nd St, 36th Floor, Miami, FL 33131) and Date and Time (09/20/2024 12:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/05/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/Jason Kellogg Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Jason Kellogg, LKLSG, 100 SE 2nd St, 36th Floor, Miami, FL 33131, jk@lkslg.com, 305/722-8891

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 0:24-cv-60591

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**  
**DEFINITIONS**

The following list of definitions shall apply, and be used and referenced by the person complying with this discovery request solely for the purposes of answering this Request for Production of Documents:

1. **“Action”** means this action captioned *Conswallo Turner, et. al. v. Enhance Health, LLC, et al.*, S.D. Florida, 0:24-cv-60591-DAMIAN/Valle.
2. **“Amended Complaint”** refers to the Amended Complaint filed in this Action on August 16, 2024.
3. **“Communication”** means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including Documents, emails, correspondence, recorded telephone calls, packages, conversations, meetings, discussions, telegrams, telexes, telecopies, seminars, conferences, messages, notes, emails, and memoranda. As defined herein, **“Communication”** shall include any Document, and apply to the use of any medium, including text or social media messaging or chat platform or service, such as Facebook, LinkedIn, Twitter, iMessage, WhatsApp, Blackberry Instant Messenger, and Gmail chat.
4. **“Enhance Health”** means Enhance Health LLC and anyone acting on its behalf, including but not limited to Herman.
5. **“Bain Capital”** means Bain Capital L.P., Bain Capital Insurance Fund L.P. or any of its affiliates, subsidiaries, members or related entities, and anyone acting on its behalf.
6. **“Herman”** means Matthew Herman.
7. **“Bowsky”** means Defendant Brandon Bowsky and anyone acting on his behalf.
8. **“Minerva Marketing”** means Number One Prospecting, Inc. and/or Number One

Prospecting, LLC and anyone acting on its behalf.

9. **“TrueCoverage”** means Defendant TrueCoverage, Speridian Technologies, LLC, Speridian Global Holdings, LLC and anyone acting on their behalf.

10. **“Panicker”** means Defendant Garish Panicker and anyone acting on his behalf.

11. **“Goldfuss”** means Matthew Goldfuss and anyone acting on his behalf.

12. The term **“Free Cash Card”** advertisements mean the types of advertisements at issue in this Action.

13. The term **“AOR Swaps”** means replacing an ACA plan insured’s agent-of-record with a different agent-of-record.

14. **“Policy Switching”** means replacing an ACA health plan with another.

15. **“Document”** means the original, any non-identical copy or draft, and, if applicable, both sides of any writing or recording of whatever nature, whether written, typed, printed, photocopied, filmed, videotaped, or mechanically or electronically sorted or recorded, whether prepared by Defendants or any other person, and is in Defendants’ possession, custody, or control. Without limiting the foregoing, **“Document”** includes correspondence, memoranda, faxes, emails, text messages, reports, notes, minutes, or records of telephone conversations, meetings, or conferences, diaries, logs, calendars, calendar notes, accounting records, financial statements, books of account, vouchers, invoices, bills, computer tapes, diskettes, electronically stored information or print-outs, writings, drawings, graphs, charts, photographs, phono-records, videotape recordings, and data compilations from which information can be obtained or translated. The term shall be given the broadest meaning possible under any applicable rules, and shall include information stored in, or accessible through, computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data

compilations.

16. **“Identify,”** when used with respect to an individual, animal, or entity, means to state the name of that person. **“Identify,”** when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

17. The words **“Person”** and **“Individual”** shall mean any natural person, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, or governmental, public, legal, or business entity, or group of natural persons or entities, whether *sui juris* or otherwise.

18. **“Class Plaintiffs”** refers to Conswallo Turner, Tiesha Foreman, Angelina Wells, Paula Langley, Veronica King, Navaquote, LLC and Winn Insurance Agency, LLC.

19. **“Regarding,” “Related to,” “Relating to,”** and **“Pertaining to”** include, but are not limited to, anything concerning, arising out of, or evidencing the subject of the Request.

20. The terms **“And”** and **“Or”** shall be both conjunctive and disjunctive; the term **“Including”** means “including without limitation;” and **“Each,” “Any,”** and **“All”** mean “each and every.”

21. **“You”** and/or **“Your”** refers to Instant Health USA Insurance Agency, Inc, and any of its officers, employees or managers, including but not limited to Anthony D’Amico.

### **INSTRUCTIONS**

1. Each of the Requests seeks all Documents, wherever located, which are in Your possession, custody, or control, or in the actual or constructive possession, custody, or control of You or any of Your affiliates or present or former attorneys, agents, representatives, advisors, or employees, as well as any third-party service providers with which You have an account, including,

for example, telephone and cable carriers, Internet service providers, email carriers, banks, insurance companies, or any other institution with which You have an account and the right to access Your account records.

2. If You believe that any person or entity might have possession, custody, or control of any Document that is not within Your custody or control but is otherwise responsive to any part of the Requests, You shall so state and shall identify the person or entity that You believe might have custody or control of that Document.

3. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all physical Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

4. Documents produced shall be organized so that the files in which they were located can be ascertained, as well as their relative order in such files and how such files were maintained. Electronically stored information shall be produced in the same electronic form as it exists in Your computers, original files, or other storage media, and the production shall preserve the integrity of the underlying electronically stored information, *i.e.*, the original formatting, email header and family information, and the revision history. Metadata shall be included with all files. Spreadsheet files such as those created using the Microsoft Excel software application, and database files such as those created using the Microsoft Access or QuickBooks software application, shall be produced in native format.

5. Any Document that is attached electronically or physically, by staple, clip or otherwise, to a Document requested herein shall also be produced (attached in the same manner as the original) regardless of whether the production of that Document is otherwise requested herein.



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6. If You have no Documents that are responsive to a Request, You shall so state.

7. You shall respond to the Requests reasonably and not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged Documents. You shall not produce Documents in a manner designed to hide or obscure the existence of particular Documents, or to accomplish any other improper purpose. You shall base Your discovery objections on a good-faith belief in their merit and shall not object solely for the purpose of withholding or delaying the disclosure of relevant information, or for any other improper purpose.

8. Unless otherwise specified below, the time period of these Requests is from **May 1, 2019** through the present.

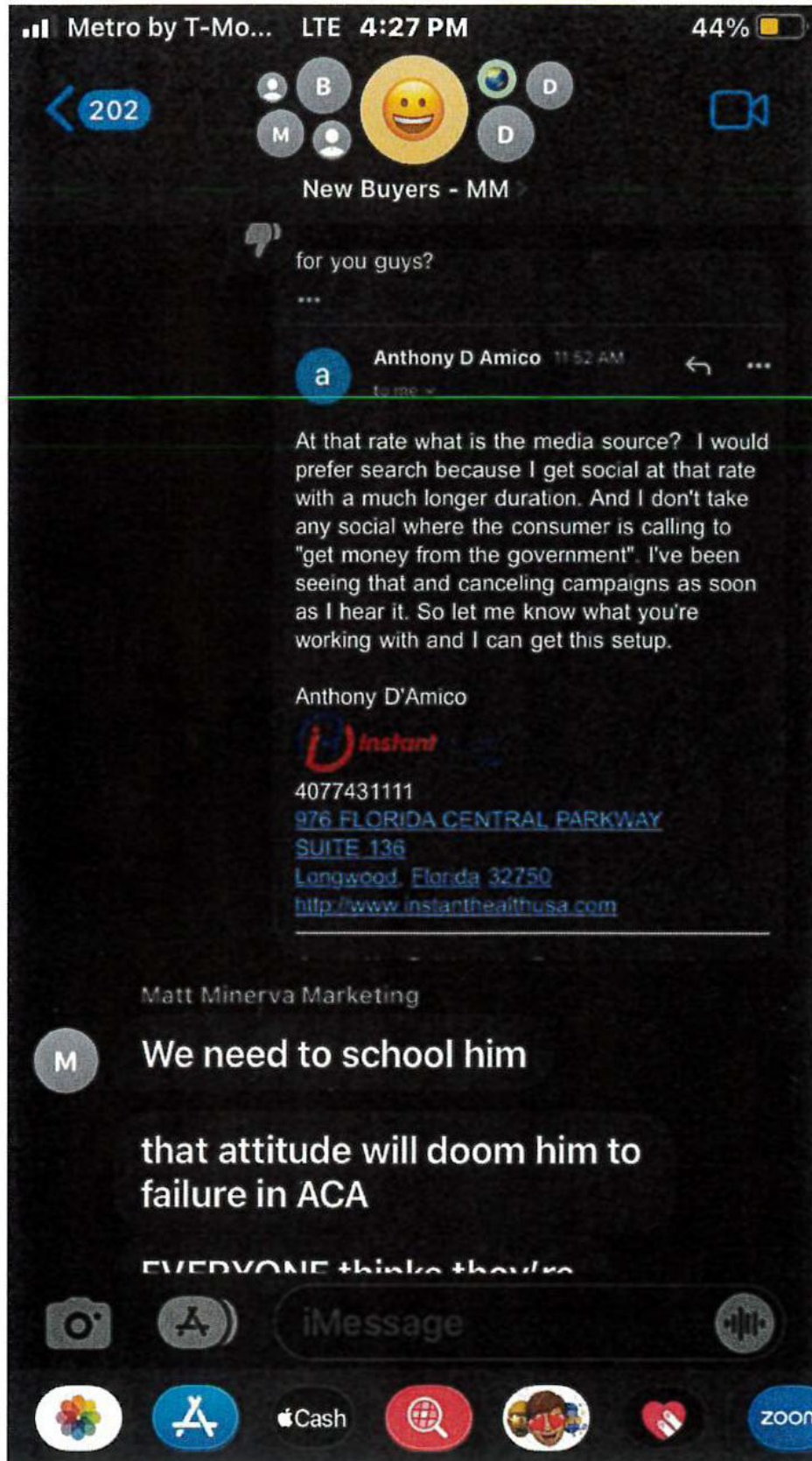
9. All Requests for Documents include email communications found in any mailbox, including but not limited to personal mailboxes

### **REQUESTS**

1. Communications or Documents, including but not limited to texts or emails, with Bowsky or Minerva.

2. Communications or Documents relating to the text attached as **Exhibit 1**.

**EXHIBIT 1**



# EXHIBIT J

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
VERONICA KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**  
(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
MATTHEW B. HERMAN and  
BRANDON BOWSKY,

Defendants.

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**PLAINTIFFS' FIRST SET OF INTERROGATORIES  
TO DEFENDANT ENHANCE HEALTH, LLC**

Plaintiffs serve their First Set of Interrogatories on Defendant pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure to be answered in the time provided by law.

**DEFINITIONS**

As used herein, the terms listed below are defined as follows:

1. The terms "You," "Your," "Yours" or "Enhance Health" mean Defendant Enhance Health, LLC including its present and former officers, directors, employees, agents, affiliates, associated or related companies, and any persons or entities acting or authorized to act on its behalf.

2. The terms “Downline” or “Downlines” mean Your downline agencies including their present and former officers, directors, employees, agents, affiliates, associated or related companies, and any persons or entities acting or authorized to act on their behalf. A list of Downlines is attached as **Exhibit 1** but is not necessarily exhaustive. To the extent Enhance Health has other or different Downlines, those should be included in the definition.

3. “Communication(s)” means the transmittal of information (in the form of acts, ideas, inquiries or otherwise, either orally or in writing), including but not limited to correspondence, packages, conversations, meetings, discussions, telephone calls, telegrams, telexes, telecopies, seminars, conferences, text messages (whether by SMS, applications such as “WhatsApp,” Skype, Rackspace, Slack, MME, or otherwise), group chats, messages, notes, e-mails and memoranda. The transmission of documents or things by mail, courier or electronic service or otherwise is included, without limitation, in the definition of “Communication(s).”

4. “Document(s)” shall include electronically stored information (“ESI”) and is used in its customary broad sense. It shall not be limited in any way with respect to the process by which any Document was created, generated, or reproduced, or with respect to the medium in which the Document is embodied; and shall include, by way of example and without any limitation, all “documents,” “electronically stored information,” or “tangible thing” as contained in Rule 34 of the Federal Rules of Civil Procedure, as well as all “writings,” “recordings,” and “photographs” as defined by Rule 1001 of the Federal Rules of Evidence, and any kind of tangible material in any medium of any type, upon which intelligence or information is recorded, or from which intelligence or information can be perceived, whether in writing, recorded, stored, microfilmed, microfiched, photographed, computerized, reduced to electronic or magnetic impulse, or otherwise preserved or rendered. Documents further include, without limitation, materials maintained in

electronic, magnetic or other storage media, including those maintained in computers, electronic or magnetic tapes or diskettes, and any on-site or off-site backup or so-called "erased" or "deleted" computer information that may be susceptible to retrieval.

5. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope. The term "including" means "including but not limited to." The use of the singular form of any word includes the plural and vice versa. The use of any tense of any verb shall also include within its meaning all other tenses of that verb.

6. "Identify," when used with respect to an individual, animal, or entity, means to state the name and residential or business address of that person, as well as a succinct statement of the subject matter about which that person has relevant knowledge.

7. "Identify," when used with respect to a Document, means to state the date of the Document, the author(s) and recipient(s) of the Document, and the subject matter of the Document.

8. The term "Communications" refers to any oral, written, or electronic utterance, notation, or statement of any nature whatsoever, draft or final, potential or actual, by and to whomever made or attempted to be made, including, but not limited to, correspondence, memoranda, conversations, dialogues, discussions, interviews, consultations, agreements, electronic messages (including electronic-mail, text messages, instant messages, and Company intranet, electronic bulletin board or Internet site posting) and other understandings between two or more Persons. The term "communications" specifically includes, but is not limited to, any exchange of information by any means of transmission, including, but not limited to, face-to-face conversations, mail, electronic mail, telegram, overnight delivery, telephone, facsimile or telex.

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9. As used throughout these Requests, the term "relating to," "relate to," "referring to," "refer to," "reflecting," "reflect," "concerning," or "concern" shall mean evidencing, regarding, concerning, discussing, embodying, describing, summarizing, containing, constituting, showing, mentioning, reflecting, pertaining to, dealing with, relating to, referring to in any way or manner, or in any way logically or factually, connecting with the matter described in that paragraph.

10. The term "concerning" means referring to, describing, evidencing, or constituting and includes any documents relating to, regarding, substantiating, purporting, embodying, establishing, identifying, listing, comprising, connected with, memorializing, recording, commenting upon, responding to, with respect to, showing, describing, analyzing, reflecting, representing, supporting, contradicting, or explaining, whether in whole or in part, a particular subject matter. Requests for documents "concerning" any subject matter include communications concerning that subject matter. The term "documents" means documents whether fixed in tangible medium or electronically stored on disk or tape.

11. The term "possession, custody, or control" shall mean and refer to any document in your possession, custody or control. A document is deemed to be in your "possession, custody or control" if it is in your physical custody, or if it is in the physical custody of another person or entity and you: (a) own such document in whole or part; (b) have a right by contract, statute or otherwise to use, inspect, examine or copy such document on any terms; (c) have an understanding, express or implied, that you may use, inspect, examine or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine or copy such document when you have sought to do so. Such documents shall include, without limitation, documents that are in the custody of your attorney(s), employees, staff, representatives, consultants, third-party contractors, and/or agents.

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12. “Complaint” means the Amended Complaint filed in this action.

13. Unless otherwise stated, the “Relevant Period” for these requests is from November 1, 2021, to the present.

**Interrogatories**

1. Identify the names and addresses of every current or former Downline of Yours.

2. Identify the names and addresses of every Upline of Yours.

3. Identify the names, addresses, telephone numbers, email addresses and NPN of every agent that works or worked for every current or former Downline of Yours.

Dated: August 28, 2024.

Respectfully submitted,

LEVINE KELLOGG LEHMAN  
SCHNEIDER + GROSSMAN LLP

THE DOSS FIRM, LLC

By: /s/ Jason Kellogg  
Jason K. Kellogg, P.A.  
Florida Bar No. 0578401  
Primary email: [jk@lklsg.com](mailto:jk@lklsg.com)

By: /s/ Jason Doss  
Jason R. Doss  
Florida Bar No. 0569496  
Primary email:  
[jasondoss@dossfirm.com](mailto:jasondoss@dossfirm.com)

100 Southeast Second Street  
Miami Tower, 36<sup>th</sup> Floor  
Miami, Florida 33131  
Telephone: (305) 403-8788  
Facsimile: (305) 403-8789

1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on August 28, 2024, the foregoing document was served this day on all counsel of record via email.

By: /s/ Jason Kellogg  
Jason K. Kellogg, P.A.



**EXHIBIT 1**

- Cypress Health Plans, Inc.
- Net Health Affiliates, Inc.
- National Health Insurance Group LLC
- Smart Insurance IQ, Inc.
- Insure Hippo, Inc.
- Health Prime Insurance, Inc.
- Positive Marketing LLC
- Aventa Health, LLC
- Jet Insurance Solutions Inc. d/b/a JET Health Solutions
- GLS Health LLC
- Sentinel One Health, Inc.
- Astra Health Group, Inc.
- National Coverage Consulting, Inc.
- Easy Quote Health Insurance Agency, LLC
- OSS Benefits Group Inc d/b/a OSS Benefits Group Insurance Agency
- The Health Insurance Group Inc.
- Overcome Health Insurance, Inc.
- We Cover Health, LLC
- Gasic Marketing Group, Inc. d/b/a IGD Insurance Agency
- OTM Coverage, Inc. d/b/a OTM Health Plans
- Smart Health Group, Inc. d/b/a Smart Insurance Group
- Healthcare Unlocked National LLC d/b/a Healthcare Unlocked ACA Plans
- Titan Home Guard, Inc. f/k/a Titan Health Group d/b/a Titan Health Insurance, Inc.
- Ensure Health Group Corp
- Prime Healthcare LLC
- Prime Healthcare Solutions Insurance Agency LLC
- Prime Health Coverage Inc
- Prime Healthcare Benefits LLC
- Prime Healthcare Partners Insurance Agency LLC
- AAJ Computer Services, LLC
- Jet Media Solutions Inc
- Health Insurance For All, Inc.
- Propel Health Insurance, LLC
- Propel Health, LLC
- Coverage Connected, LLC
- Order and Progress Insurance Agency Inc.
- Homebase Insurance Group LLC
- Big Blue
- STSPP
- Elevate Health Las Vegas

# EXHIBIT K

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
VERONICA KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**  
(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
MATTHEW B. HERMAN and  
BRANDON BOWSKY,

Defendants.

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**PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT TRUECOVERAGE, LLC**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs serve their First Request for Production of Documents to Defendant TrueCoverage LLC, and requests that it produce the documents and communication described below within the time prescribed by the Rules of Civil Procedure.

**DEFINITIONS**

1. The terms "You," "Your," "Yours" or "TrueCoverage" mean Defendant TrueCoverage, LLC including its present and former officers, directors, employees, agents,

affiliates, associated or related companies, and any persons or entities acting or authorized to act on its behalf.

2. “Communication(s)” means the transmittal of information (in the form of acts, ideas, inquiries or otherwise, either orally or in writing), including but not limited to correspondence, packages, conversations, meetings, discussions, telephone calls, telegrams, telexes, telecopies, seminars, conferences, text messages (whether by SMS, applications such as “WhatsApp,” Skype, Rackspace, Slack, MME, or otherwise), group chats, messages, notes, e-mails and memoranda. The transmission of documents or things by mail, courier or electronic service or otherwise is included, without limitation, in the definition of “Communication(s).”

3. “Document(s)” shall include electronically stored information (“ESI”) and is used in its customary broad sense. It shall not be limited in any way with respect to the process by which any Document was created, generated, or reproduced, or with respect to the medium in which the Document is embodied; and shall include, by way of example and without any limitation, all “documents,” “electronically stored information,” or “tangible thing” as contained in Rule 34 of the Federal Rules of Civil Procedure, as well as all “writings,” “recordings,” and “photographs” as defined by Rule 1001 of the Federal Rules of Evidence, and any kind of tangible material in any medium of any type, upon which intelligence or information is recorded, or from which intelligence or information can be perceived, whether in writing, recorded, stored, microfilmed, microfiched, photographed, computerized, reduced to electronic or magnetic impulse, or otherwise preserved or rendered. Documents further include, without limitation, materials maintained in electronic, magnetic or other storage media, including those maintained in computers, electronic or magnetic tapes or diskettes, and any on-site or off-site backup or so-called “erased” or “deleted” computer information that may be susceptible to retrieval.

**INSTRUCTIONS**

1. Documents should include all attachments, exhibits, appendices, linked Documents, or otherwise appended Documents that are referenced in, attached to, included with, or are a part of the requested Documents.

2. All Documents shall be provided in either native file (“native”) or single-page 300 dpi- resolution group IV TIF format (“tiff”) format as specified below, along with appropriately formatted industry-standard database load files, and accompanied by true and correct copies or representations of unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall be produced along with a multi-page, Document-level searchable text file (“searchable text”) as rendered by an industry-standard text extraction program in the case of electronic originals, or by an industry- standard Optical Character Recognition (“ocr”) program in the case of scanned paper Documents. Searchable text of Documents shall not be produced as fielded data within the “.dat file” as described below.

3. Database load files shall consist of: (i) a comma-delimited values (.dat) file containing: production Document identifier information, data designed to preserve “parent and child” relationships within Document “families,” reasonably accessible and properly preserved metadata (or bibliographic coding in the case of paper Documents), custodian or Document source information; and (ii) an Opticon (.opt) file to facilitate the loading of tiff images. Load files should be provided in a root-level folder named “Data,” images shall be provided within a root level “Images” folder containing reasonably structured subfolders, and searchable text files shall be provided in a single root-level “Text” folder. If any of the Documents produced in response to these Requests are designated as confidential pursuant to a Protective Order or Confidentiality Agreement between You and Plaintiffs, in addition to marking the Documents with the brand

“CONFIDENTIAL” or branding the media with the word “CONFIDENTIAL,” also include a confidential field within the load file, with a “yes” or “no” indicating whether the Document has been designated as confidential, as well as native file loading/linking information (where applicable).

4. Documents and other responsive data or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced in the order in which the Documents are or were stored in the ordinary course of business, including all reasonably accessible metadata, custodian or Document source information, and searchable text as to allow the Plaintiffs, through a reasonable and modest effort, to fairly, accurately, and completely access, search, display, comprehend, and assess the Documents’ true and original content.

5. All Documents and accompanying metadata created and/or stored in the ordinary course of business within commercial, off-the-shelf email systems including but not limited to Microsoft Exchange™, Lotus Notes™, or Novell Groupwise™ shall be produced in tiff format, accompanying metadata, and searchable text files or, alternately, in a format that fairly, accurately, and completely represents each Document in such a manner as to make the Document(s) reasonably useable, manageable, and comprehensible by the Plaintiffs.

6. With the exclusion of email and email account-related Documents and data, all Documents and accompanying metadata created and/or stored in structured electronic databases or files shall be produced in a format that enables Plaintiffs to reasonably manage and import those Documents into a useable, coherent database. Documents must be accompanied by reasonably detailed documentation explaining the Documents’ content and format including but not limited to data dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s), table(s), and field level schemas include:

- a. XML format file(s);
  - b. Microsoft SQL database(s);
  - c. Access database(s); and/or
  - d. fixed or variable length ASCII delimited files.
7. All Documents generated or stored in software such as Microsoft Excel or other commercially available spreadsheet programs, as well as any multimedia files such as audio or video, shall be produced in their native format, along with an accompanying placeholder image in tiff format indicating a native file has been produced. A “Nativelink” entry shall be included in the .dat load file indicating the relative file path to each native file on the production media. To the extent You have other file types that do not readily or easily and accurately convert to tiff and searchable text, You may elect to produce those files in native format subject to the other requirements listed herein. Native files may be produced within a separate root-level folder structure on deliverable media entitled “Natives.”
8. All other Documents and accompanying metadata and embedded data created or stored in unstructured files generated by commercially available software systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as, but not limited to, word processing files (such as Microsoft Word), image files (such as Adobe .pdf files and other formats), and text files shall be produced in tiff and searchable text format in the order the files are or were stored in the ordinary course of business.
9. Documents originally created or stored on paper shall be produced in tiff format. Relationships between Documents shall be identified within the Relativity .dat file utilizing document identifier numbers to express parent document/child attachment boundaries, folder

boundaries, and other groupings. In addition, the searchable text of each Document shall be provided as a multi-page text file as provided for by these Requests.

10. Unless otherwise indicated, the time period for the Requests is Time Period” means November 1, 2021, through the present.

**REQUESTS FOR PRODUCTION**

1. All internal communications, including but not limited to emails, text messages, Microsoft Teams Group Chats recorded Teams meetings or video conferences to or from your call centers in Deerfield Beach, Florida, Miami, Florida, Boca Raton, Florida, Savannah, Georgia, Dallas, Texas, and/or Albuquerque, New Mexico discussing or relating to agent training, agent termination(s), complaints by agents, consumer complaints, switching customers health plans, reenrolling consumers with or without consent, advertisements, leads, compensation, bonuses, cash benefits, cash cards, checks, CMS, state insurance regulators, subsidies and/or sales scripts.

2. All communications to or from any third party, including but not limited to text messages, emails, Microsoft Teams Group Chats recorded Teams meetings or video conferences to or from your call centers in Deerfield Beach, Florida, Miami, Florida, Boca Raton, Florida, Savannah, Georgia, Dallas, Texas, and/or Albuquerque, New Mexico discussing or relating to agent training, agent termination(s), complaints by agents, consumer complaints, switching customers health plans with or without consent, reenrolling consumers with or without consent, advertisements, leads, compensation, bonuses, cash benefits, cash cards, \$0 health insurance, checks, CMS, state insurance regulators, subsidies and/or sales scripts.

3. All communications discussing or relating to CMS income attestation forms between January 31, 2024, through the present.



4. All communications from January 1, 2024 by and between Matthew Goldfuss, Gabriel Harrison, Evelyn Harrison, Kevin Hale, Michele Wilson, Donna Silver, Mario Roca, Michael Richardson, Lanette Alonso, Garish Panicker, Julie Whiteman, Jordon Moe, Trevor (IT employee at Deerfield Beach call center), Kenny Goldfuss, and/or Ali Hassan discussing or relating to discussing or relating to agent training, consumer complaints, switching customers health plans, reenrolling consumers with or without consent, advertisements, leads, compensation, bonuses, cash benefits, cash cards, \$0 health insurance, checks, CMS, state insurance regulators, subsidies and/or sales scripts.

5. All documents that were altered, deleted or destroyed from January 1, 2024 to the present.

6. All data in your dialer systems, including Total Leads Domination (TLD) and your internal dialer, MME.

7. All documents and communications to and from Matthew Goldfuss related to the the purchase and/or sale of leads and advertisements used to generate consumer leads to your agents or to your downline agencies listed in **Exhibit A**.

8. All documents sufficient to identify your downline agencies including but not necessarily limited to those listed in Exhibit **Exhibit A**, including any agreements between the downline agencies and you.

9. All communications between Matthew Goldfuss and any the downline agencies listed in Exhibit **Exhibit A**.

10. All documents and communications between Gabriel Harrison and any the downline agencies listed in Exhibit **Exhibit A**, including training materials.

Asfd

CASE NO. 0:24-cv-60591-DAMIAN/Valle

Dated: August 28, 2024.

Respectfully submitted,

LEVINE KELLOGG LEHMAN  
SCHNEIDER + GROSSMAN LLP

THE DOSS FIRM, LLC

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Facsimile: (305) 403-8789

1827 Powers Ferry Road Southeast  
Atlanta, Georgia 30339  
Telephone: (770) 578-1314  
Facsimile: (770) 578-1302

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on August 28, 2024, the foregoing document was served this day on all counsel of record via email.

By: /s/ Jason Kellogg  
Jason K. Kellogg, P.A.

# EXHIBIT A

ACA Helpline LLC  
Axis Health Group, Inc.  
CContreras Insurance  
Compass Health Agency LLC d/b/a Atlantic Senior Benefits  
Empire Marketing and Events LLC d/b/a HVO Insurance  
Services  
HVO Insurance Services  
Engage Health Insurance LLC  
Ensure Health Group Corp.  
Envoy Benefits Solutions LLC  
Every Health Group Inc.  
Family Health First LLC  
Health Coverage Helpers LLC  
Health Coverage Plus, Inc.  
Health Process Center Insurance Agency, Inc.  
Healthy Streets Healthcare Services, Inc.  
Insurance Line One, LLC  
Licensed Insurance Advisor LLC  
N&J Associates, Inc.  
No Cost ACA LLC d/b/a NCA Insurance Group  
No Cost ACA Dos LLC d/b/a NCAD Insurance Group  
Nsure Now Insurance Agency Inc.  
Prince Health Group LLC  
Digital Media Solutions LLC dba Protect Health Insurance  
Agency  
Smart Care LLC  
SRA Healthcare Corp  
The Healthcare Tutor  
Tobias & Associates LLC  
TSO Insurance Group, Inc.  
United Branch Services Inc.  
Your Health Solutions LLC

# **EXHIBIT L**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:24-cv-60591-DAMIAN/Valle

CONSWALLO TURNER, TIESHA  
FOREMAN, ANGELINA WELLS,  
VERONICA KING, NAVAQUOTE, LLC  
and WINN INSURANCE AGENCY, LLC,  
individually and on behalf of all others  
similarly situated,

**CLASS ACTION**  
(Jury Trial Demanded)

Plaintiffs,

v.

ENHANCE HEALTH, LLC,  
TRUECOVERAGE, LLC,  
SPERIDIAN TECHNOLOGIES, LLC,  
NUMBER ONE PROSPECTING, LLC  
d/b/a MINERVA MARKETING,  
MATTHEW B. HERMAN and  
BRANDON BOWSKY,

Defendants.

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**PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT ENHANCE HEALTH LLC**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs serve their First Request for Production of Documents to Defendant Enhance Health LLC, and requests that it produce the documents and communication described below within the time prescribed by the Rules of Civil Procedure.

**DEFINITIONS**

1. The terms “You,” “Your,” “Yours” or “Enhance Health” mean Defendant Enhance Health, LLC including its present and former officers, directors, employees, agents, affiliates, associated or related companies, and any persons or entities acting or authorized to act on its behalf.

2. The terms “Downline” or “Downlines” mean Your downline agencies including their present and former officers, directors, employees, agents, affiliates, associated or related companies, and any persons or entities acting or authorized to act on their behalf. A list of Downlines is attached as **Exhibit 1** but is not necessarily exhaustive. To the extent Enhance Health has other or different Downlines, those should be included in the definition.

3. “Communication(s)” means the transmittal of information (in the form of acts, ideas, inquiries or otherwise, either orally or in writing), including but not limited to correspondence, packages, conversations, meetings, discussions, telephone calls, telegrams, telexes, telecopies, seminars, conferences, text messages (whether by SMS, applications such as “WhatsApp,” Skype, Rackspace, Slack, MME, or otherwise), group chats, messages, notes, e-mails and memoranda. The transmission of documents or things by mail, courier or electronic service or otherwise is included, without limitation, in the definition of “Communication(s).”

4. “Document(s)” shall include electronically stored information (“ESI”) and is used in its customary broad sense. It shall not be limited in any way with respect to the process by which any Document was created, generated, or reproduced, or with respect to the medium in which the Document is embodied; and shall include, by way of example and without any limitation, all “documents,” “electronically stored information,” or “tangible thing” as contained in Rule 34 of the Federal Rules of Civil Procedure, as well as all “writings,” “recordings,” and “photographs” as defined by Rule 1001 of the Federal Rules of Evidence, and any kind of tangible material in any medium of any type, upon which intelligence or information is recorded, or from which intelligence or information can be perceived, whether in writing, recorded, stored, microfilmed, microfiched, photographed, computerized, reduced to electronic or magnetic impulse, or otherwise preserved or rendered. Documents further include, without limitation, materials maintained in

electronic, magnetic or other storage media, including those maintained in computers, electronic or magnetic tapes or diskettes, and any on-site or off-site backup or so-called “erased” or “deleted” computer information that may be susceptible to retrieval.

### **INSTRUCTIONS**

1. Documents should include all attachments, exhibits, appendices, linked Documents, or otherwise appended Documents that are referenced in, attached to, included with, or are a part of the requested Documents.

2. All Documents shall be provided in either native file (“native”) or single-page 300 dpi- resolution group IV TIF format (“tiff”) format as specified below, along with appropriately formatted industry-standard database load files, and accompanied by true and correct copies or representations of unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall be produced along with a multi-page, Document-level searchable text file (“searchable text”) as rendered by an industry-standard text extraction program in the case of electronic originals, or by an industry- standard Optical Character Recognition (“ocr”) program in the case of scanned paper Documents. Searchable text of Documents shall not be produced as fielded data within the “.dat file” as described below.

3. Database load files shall consist of: (i) a comma-delimited values (.dat) file containing: production Document identifier information, data designed to preserve “parent and child” relationships within Document “families,” reasonably accessible and properly preserved metadata (or bibliographic coding in the case of paper Documents), custodian or Document source information; and (ii) an Opticon (.opt) file to facilitate the loading of tiff images. Load files should be provided in a root-level folder named “Data,” images shall be provided within a root level “Images” folder containing reasonably structured subfolders, and searchable text files shall be

provided in a single root-level “Text” folder. If any of the Documents produced in response to these Requests are designated as confidential pursuant to a Protective Order or Confidentiality Agreement between You and Plaintiffs, in addition to marking the Documents with the brand “CONFIDENTIAL” or branding the media with the word “CONFIDENTIAL,” also include a confidential field within the load file, with a “yes” or “no” indicating whether the Document has been designated as confidential, as well as native file loading/linking information (where applicable).

4. Documents and other responsive data or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced in the order in which the Documents are or were stored in the ordinary course of business, including all reasonably accessible metadata, custodian or Document source information, and searchable text as to allow the Plaintiffs, through a reasonable and modest effort, to fairly, accurately, and completely access, search, display, comprehend, and assess the Documents’ true and original content.

5. All Documents and accompanying metadata created and/or stored in the ordinary course of business within commercial, off-the-shelf email systems including but not limited to Microsoft Exchange™, Lotus Notes™, or Novell Groupwise™ shall be produced in tiff format, accompanying metadata, and searchable text files or, alternately, in a format that fairly, accurately, and completely represents each Document in such a manner as to make the Document(s) reasonably useable, manageable, and comprehensible by the Plaintiffs.

6. With the exclusion of email and email account-related Documents and data, all Documents and accompanying metadata created and/or stored in structured electronic databases or files shall be produced in a format that enables Plaintiffs to reasonably manage and import those Documents into a useable, coherent database. Documents must be accompanied by reasonably



detailed documentation explaining the Documents' content and format including but not limited to data dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s), table(s), and field level schemas include:

- a. XML format file(s);
- b. Microsoft SQL database(s);
- c. Access database(s); and/or
- d. fixed or variable length ASCII delimited files.

7. All Documents generated or stored in software such as Microsoft Excel or other commercially available spreadsheet programs, as well as any multimedia files such as audio or video, shall be produced in their native format, along with an accompanying placeholder image in tiff format indicating a native file has been produced. A "Nativelink" entry shall be included in the .dat load file indicating the relative file path to each native file on the production media. To the extent You have other file types that do not readily or easily and accurately convert to tiff and searchable text, You may elect to produce those files in native format subject to the other requirements listed herein. Native files may be produced within a separate root-level folder structure on deliverable media entitled "Natives."

8. All other Documents and accompanying metadata and embedded data created or stored in unstructured files generated by commercially available software systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as, but not limited to, word processing files (such as Microsoft Word), image files (such as Adobe .pdf files and other formats), and text files shall be produced in tiff and searchable text format in the order the files are or were stored in the ordinary course of business.

CASE NO. 0:24-cv-60591-DAMIAN/Valle

9. Documents originally created or stored on paper shall be produced in tiff format. Relationships between Documents shall be identified within the Relativity .dat file utilizing document identifier numbers to express parent document/child attachment boundaries, folder boundaries, and other groupings. In addition, the searchable text of each Document shall be provided as a multi-page text file as provided for by these Requests.

10. Unless otherwise indicated, the time period for the Requests is Time Period” means November 1, 2021, through the present.

### **REQUESTS FOR PRODUCTION**

1. Text messages with Downlines discussing or relating to agent training, agent termination(s), complaints by agents, consumer complaints, switching customers health plans with or without consent, reenrolling consumers with or without consent, advertisements, leads, compensation, bonuses, cash benefits, cash cards, \$0 health insurance, checks, CMS, state insurance regulators, subsidies and/or sales scripts.

2. Documents sufficient to identify your Downlines, including any agreements between the Downlines and you.

3. All preservation letters sent to Downlines.

Dated: August 28, 2024.

Respectfully submitted,

LEVINE KELLOGG LEHMAN  
SCHNEIDER + GROSSMAN LLP

THE DOSS FIRM, LLC

By: /s/ Jason Kellogg  
Jason K. Kellogg, P.A.  
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Facsimile: (770) 578-1302

CASE NO. 0:24-cv-60591-DAMIAN/Valle

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on August 28, 2024, the foregoing document was served this day on all counsel of record via email.

By: /s/ Jason Kellogg  
Jason K. Kellogg, P.A.

**EXHIBIT 1**

- Cypress Health Plans, Inc.
- Net Health Affiliates, Inc.
- National Health Insurance Group LLC
- Smart Insurance IQ, Inc.
- Insure Hippo, Inc.
- Health Prime Insurance, Inc.
- Positive Marketing LLC
- Aventa Health, LLC
- Jet Insurance Solutions Inc. d/b/a JET Health Solutions
- GLS Health LLC
- Sentinel One Health, Inc.
- Astra Health Group, Inc.
- National Coverage Consulting, Inc.
- Easy Quote Health Insurance Agency, LLC
- OSS Benefits Group Inc d/b/a OSS Benefits Group Insurance Agency
- The Health Insurance Group Inc.
- Overcome Health Insurance, Inc.
- We Cover Health, LLC
- Gasic Marketing Group, Inc. d/b/a IGD Insurance Agency
- OTM Coverage, Inc. d/b/a OTM Health Plans
- Smart Health Group, Inc. d/b/a Smart Insurance Group
- Healthcare Unlocked National LLC d/b/a Healthcare Unlocked ACA Plans
- Titan Home Guard, Inc. f/k/a Titan Health Group d/b/a Titan Health Insurance, Inc.
- Ensure Health Group Corp
- Prime Healthcare LLC
- Prime Healthcare Solutions Insurance Agency LLC
- Prime Health Coverage Inc
- Prime Healthcare Benefits LLC
- Prime Healthcare Partners Insurance Agency LLC
- AAJ Computer Services, LLC
- Jet Media Solutions Inc
- Health Insurance For All, Inc.
- Propel Health Insurance, LLC
- Propel Health, LLC
- Coverage Connected, LLC
- Order and Progress Insurance Agency Inc.
- Homebase Insurance Group LLC
- Big Blue
- STSPP
- Elevate Health Las Vegas