

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

CASE NO. 9:25-CV-80526-DMM

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

THE PLAINTIFF HOSPITALS' MOTION FOR PROTECTIVE ORDER

Pursuant to Federal Rules of Civil Procedure 26 and 45 and Local Rule 26.1, the Plaintiff Hospitals respectfully request that this Court enter a protective order limiting discovery to the issues properly encompassed within this narrow case and prohibiting Defendant The Leapfrog Group (“TLG”) from pursuing sweeping discovery into irrelevant matters that are disproportionate to the needs of the case and its expedited schedule.

INTRODUCTION

The “core” of this case, as the Court explained in denying TLG’s motion to dismiss, is TLG’s “Hospital Safety Grades,” the deceptive grading methodology TLG uses to generate scores, and TLG’s misleading public representations about its methodology in violation of the FDUTPA. *Good Samaritan Med. Ctr., Inc. v. The Leapfrog Grp.*, 2025 WL 2223335, at *1, *4 (S.D. Fla. July 15, 2025). Discovery produced to date has confirmed TLG’s methodology is rigged. TLG has conceded in internal communications that its Safety Grades are “*arbitrarily assigning*” non-participating hospitals “the points associated with the bottom scoring category.” Ex. A (emphasis added). TLG further admits to “*mak[ing] it sound like* [TLG’s] expert panel approved” TLG’s arbitrary assignments and that “*the assigning of these points was legitimate.*” *Id.* (emphases added). These devastating admissions confirm that the narrow focus of this highly expedited case is and must be TLG’s unfair and deceptive practices—not a forensic examination of the Plaintiff Hospitals’ clinical performance.

TLG’s discovery requests are anything but tailored. Instead, they seek sweeping irrelevant information wholly disproportionate to the needs of this expedited case. Through dozens of requests, TLG attempts to distract from its deceptive ratings and convert this case instead into a forensic examination of the Plaintiff Hospitals, probing and seeking information far beyond even the scope of its own hospital “safety” survey. During meet-and-confers, TLG has openly acknowledged its intent to put the Plaintiff Hospitals on trial to “prove” the purported “truth” of its safety grade conclusions—the same conclusions TLG characterized at the motion-to-dismiss phase as opinions that could not be proven true or false. *See* Dkt. No. 39 at 11–16. The Plaintiff Hospitals’ generalized clinical performance has no bearing on whether TLG’s “imputational model” and deceptive practices violate the FDUTPA—which turns on whether TLG has committed a deceptive or unfair trade practice. TLG’s effort to convert expedited discovery into a full-blown exercise in opposition research by seeking any and all documents about anything negative that has ever happened to the Plaintiff Hospitals or their parent corporation is improper. The Court should direct TLG to confine its requests to matters relevant to the actual claims and defenses, rather than side-shows that have nothing to do with the issues in dispute.¹

BACKGROUND

The Plaintiff Hospitals have diligently pursued targeted discovery tailored to the central issues in this case in accordance with the Court’s scheduling order. On June 17 and July 10, they served TLG 46 total requests for production. Exs. B–C. By contrast, TLG waited nearly a month—until Friday July 11, just nine business days before the parties’ agreed-upon substantial completion deadline, *see* Dkt. No. 36—to serve its first discovery requests. Those requests are sprawling: 320 requests for production and 120 interrogatories. Exs. D, E-1–5 (RFPs); F-1–5 (Rogs).² TLG followed with five Rule 30(b)(6) deposition notices, listing 29 topics per hospital. Exs. G-1–5. TLG then served Rule 45 subpoenas on seven non-parties. Exs. H-1–7.

TLG’s discovery requests cover a vast array of subjects bearing little relation to TLG’s FDUTPA violations. Among other topics, TLG seeks “[a]ll documents describing Your hospital’s patient safety data, outcomes, or metrics for the grading period(s) at issue”; all “patient complaints” for any service at the Plaintiff Hospitals; and all documents shared with any *other* ratings

¹ Appended to this motion is a proposed order enumerating each specific document request and interrogatory as to which the Plaintiff Hospitals seek relief.

² TLG’s requests comprised 64 RFPs and 24 interrogatories on each Plaintiff Hospital.

organizations besides TLG. Exs. E-1–5 at RFP Nos. 15, 23, 24, 28. Likewise, numerous proposed topics in the Rule 30(b)(6) notice and the non-party subpoenas concern irrelevant topics, including the Plaintiff Hospitals’ clinical performance and patient satisfaction. TLG also demands “[a]ll documents” concerning “*all* legal issues . . . impacting” the Plaintiff Hospitals’ corporate parent entity nationwide. *Id.* at RFP No. 57 (emphasis added); *see id.* at RFP Nos. 58, 59, 60, 63.

After numerous meet-and-confers, TLG refused to adequately narrow its requests, and the parties were unable to reach resolution on the present dispute. Exs. D, J, K. The Plaintiff Hospitals substantially completed their document productions on August 8, 2025, and filed a notice withdrawing their request for monetary damages and jury demand on August 12, 2025, Dkt. No. 54.

ARGUMENT

TLG’s discovery requests far exceed the scope of the tailored FDUTPA claim in the Complaint and are disproportionate to the needs of this case, particularly given the compressed schedule and single claim. *See, e.g., REV Grp., Inc. v. Scheuler*, 2020 WL 7426180, at *2 (M.D. Fla. Jan. 15, 2020) (granting protective order where discovery was “not reasonably necessary” at “this stage of expedited discovery”). Courts routinely grant protective orders limiting discovery where requests are directed at issues that fall outside the pleadings or are disproportionate to the needs of the case, qualities found throughout TLG’s requests. Fed. R. Civ. P. 26(c)(1); *see, e.g., Woliner v. Sofronsky*, 2018 WL 5660529, at *3 (S.D. Fla. Nov. 1, 2018) (Matthewman, Mag. J.) (granting protective order where requests sought information “largely irrelevant to this case” and “disproportionate”); *Sun Cap. Partners, Inc. v. Twin City Fire Ins. Co.*, 303 F.R.D. 673, 676, 679 (S.D. Fla. 2014) (Matthewman, Mag. J.), *aff’d*, 2015 WL 11921411 (S.D. Fla. July 6, 2015).

This case concerns TLG’s grading methodology and its deceptive representations. *See Good Samaritan Med. Ctr.*, 2025 WL 2223335, at *1, *4. As the Court recognized, the Plaintiff Hospitals’ claim targets TLG’s conduct in deploying its “imputational model” to automatically fail the Plaintiff Hospitals on four key measures for refusing to participate in TLG’s “Hospital Survey,” *id.* at *1, and then falsely representing to the public that the resulting Safety Grades were “not influenced by a hospital’s lack of survey participation,” *id.* at *3. The core issue is thus whether TLG’s Safety Grade methodology, as represented to the public, is an unfair or deceptive practice. *See id.* at *2, *4. TLG is the party in possession of the vast majority of documents relevant to that issue. And the Plaintiff Hospitals have agreed to produce documents that directly relate to TLG’s deceptive practices and the harm they caused. This includes documents and information (if any)

sufficient to answer the questions in TLG’s Hospital Survey applicable to the four “imputed measures” for which TLG automatically fails the Plaintiff Hospitals as a consequence for not participating in the survey. The Plaintiff Hospitals are also producing documents related to the harms TLG’s deceptive practices and misrepresentations caused the Plaintiff Hospitals, communications between Plaintiff Hospitals and TLG, and the Plaintiff Hospitals’ internal reactions and responses to TLG’s Safety Grades following its Fall 2024 methodology change, among other discovery.

Although the Plaintiff Hospitals have worked to narrow the scope of the parties’ discovery disputes, TLG refuses to withdraw its sweeping and burdensome requests tantamount to a full-scale, forensic audit of the Plaintiff Hospitals’ quality and safety. By way of example, TLG demands *all* documents “about patient safety or quality of healthcare services” complaints received from patients or potential patients, including those concerning services “provided by any physician, nurse, pharmacist, specialist, or any other employee or independent contractor affiliated with” the Plaintiff Hospitals. Exs. E-1–5 at RFP Nos. 15, 23. TLG then demands *all* documents describing the Plaintiff Hospitals’ “patient safety data, outcomes, or metrics.” *Id.* at RFP No. 28.

Those topics are irrelevant. *See* William Matthewman, *Towards a New Paradigm for E-Discovery in Civil Litigation: A Judicial Perspective*, 71 Fla. L. Rev. 1261, 1269 (2020) (“Parties and their counsel have a duty and obligation to seek only relevant and proportional documents or information in the discovery process.”). TLG did not have the information it now demands regarding the Plaintiff Hospitals’ actual performance at the time it labeled the Plaintiff Hospitals unsafe facilities at which patients are twice as likely to die. The information accordingly could not have informed, and is irrelevant to, the Safety Grades—which TLG itself argued “cannot be proven true or false” in any event. Dkt. No. 39 at 11–13. Similarly, information about patient satisfaction with the Plaintiff Hospitals has nothing to do with TLG’s decision to deceptively “imput[e]” failing scores to hospitals on certain metrics to penalize those hospitals that do not respond to its survey—a “strategic objective” TLG admitted in devastating internal documents TLG produced just days ago. Ex. I (recognizing TLG’s “strategic objective of penalizing nonparticipants” in changing its methodology in Fall 2024).

During the parties’ meet-and-confers, TLG argued information about the Plaintiff Hospitals’ clinical performance, quality, and safety is relevant to the *quantum* of harm traceable to TLG’s conduct. That’s wrong. The Plaintiff Hospitals seek injunctive and declaratory relief, not damages. Dkt. No. 54. Thus, the question under the FDUTPA is whether *TLG’s arbitrarily assigned*

grades and misrepresentations constitute a deceptive and unfair trade practice that “aggrieves” the Plaintiff Hospitals. See *CMR Constr. & Roofing, LLC v. UCMS, LLC*, 2022 WL 3012298, at *3 (11th Cir. July 29, 2022) (“To state a claim for injunctive relief under FDUTPA, a plaintiff must allege: (1) a deceptive or unfair act or practice in trade; and (2) that plaintiff is a person aggrieved by the deceptive act or practice.” (cleaned up)); accord *Engelbrecht v. JP Morgan Chase Bank, N.A.*, 2012 WL 10423236, at *3 (C.D. Cal. Feb. 23, 2012) (“Plaintiff need not . . . show that the action sought to be enjoined is the exclusive cause of the injury in order to obtain injunctive relief.” (cleaned up)). It is thus irrelevant what particular quantum of harm TLG has imposed or whether any portion of the Plaintiff Hospitals’ injuries might have additional causes. So long as the Plaintiff Hospitals prove they are “aggrieved” by TLG’s unfair and deceptive practices, they are entitled to injunctive and declaratory relief.

The scope of TLG’s discovery requests is a sprawling fishing expedition entirely disproportionate to the needs of the case. Running TLG’s search terms through our ten custodians’ email inboxes returns **884,583 separate documents (including families)**—a number that is facially unduly burdensome given the narrow claim before the Court. See Crain Decl. ¶ 6. Patient complaints, staff complaints, and union complaints are just a few of the types of documents TLG seeks, none of which are relevant to the sole count asserted here, much less proportionate to the needs of this narrowly focused, expedited matter.³ See *Grimsley v. Palm Beach Credit Adjusters, Inc.*, 2016 WL 403630, at *3 (S.D. Fla. Feb. 1, 2016) (Matthewman, Mag. J.) (denying party’s motion to compel because its “voluminous discovery requests are disproportionate to the simple factual and legal nature of this case”). Rather, these types of requests’ only relevance is advancing TLG’s self-described “strategy” to “harass” the Plaintiff Hospitals and their caregivers. Ex. L.

CONCLUSION

For the reasons set forth above, the Plaintiff Hospitals respectfully request that the Court grant a protective order in substantially the same form as the proposed order attached.

³ TLG’s discovery requests are especially disproportionate in light of TLG’s document review “protocol.” In violation of the parties’ ESI protocol, TLG failed to conduct a reasonably diligent responsiveness review of documents and instead produced every document that hit on any requested search term. TLG has stated it will produce 1,000,000 documents—a volume of information the Plaintiff Hospitals did not request and never expected. TLG’s approach has shifted the costs and burden of a responsiveness review onto the Plaintiff Hospitals, which are now diligently working to find needles in the haystack of TLG’s document dump. TLG should not be permitted to combine its bury-the-evidence production tactics with its demands for an expansive audit of each of the Plaintiff Hospitals.

REQUEST FOR EXPENSES

Pursuant to Federal Rule of Civil Procedure 37(a)(5)(B), the undersigned respectfully requests that the Court permit the submission of an affidavit detailing expenses reasonably expended in advance of an award of expenses for bringing this motion and responding and objecting to requests the Plaintiff Hospitals promptly asked TLG to withdraw. *Pipino v. Delta Air Lines, Inc.*, 2016 WL 2856003, at *4 (S.D. Fla. May 13, 2016) (Matthewman, Mag. J.).

CERTIFICATE OF GOOD FAITH CONFERENCE

Pursuant to Local Rule 7.1(a)(2), I hereby certify that the undersigned made reasonable efforts to confer both orally and in writing with TLG's counsel, Kimberly E. Blair, Courtney Wood, and Jura Zibas, in a good faith effort to resolve the issues raised in this motion. Copies of the correspondence reflecting the undersigned's attempts to resolve the issues discussed herein, along with TLG's counsel's response, are attached hereto as Exhibits D, J, and K.

Dated: August 13, 2025

Respectfully submitted,

By: /s/ Jeffrey E. Marcus

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Attorneys for the Plaintiff Hospitals

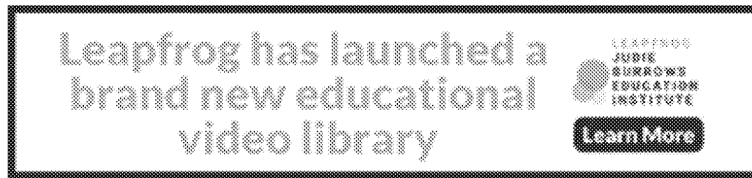
Exhibit A

Message

From: Paulina Litter [PLitter@leapfrog-group.org]
Sent: 6/18/2024 12:55:38 PM
To: Alexandra Campione [ACampione@leapfrog-group.org]
Subject: RE: New imputation denotation

I think that works really well!

Paulina Litter (she/her/hers)
Senior Specialist, Operations and Special Projects
(202) 868-4775
1775 K St. NW, Suite 400
Washington, DC 20006



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From: Alexandra Campione <ACampione@leapfrog-group.org>
Sent: Tuesday, June 18, 2024 12:30 PM
To: Paulina Litter <PLitter@leapfrog-group.org>
Subject: RE: New imputation denotation

Actually, it should be “assigned”, not “calculated”. See below.
This hospital declined to report data for this measure, so a score was assigned using an imputation model approved by patient safety experts.

From: Alexandra Campione
Sent: Tuesday, June 18, 2024 12:29 PM
To: Paulina Litter <PLitter@leapfrog-group.org>
Subject: RE: New imputation denotation

Okay, great. It’s working for me too. Thanks for doing this, but we can’t say “external data sources” because we’re arbitrarily assigning them the points associated with the bottom scoring category (“limited achievement”) or old data from the previous Survey (internal data source).

Leah wanted us to make it sound like the expert panel approved it and the assigning of these points was legitimate. What about this: This hospital declined to report data for this measure, so a score was calculated using an imputation model approved by patient safety experts.

I think linking to the methodology would be neat, but I don’t think Leah or Missy cared to do so. We could ask.

From: Paulina Litter <PLitter@leapfrog-group.org>
Sent: Tuesday, June 18, 2024 11:42 AM
To: Alexandra Campione <ACampione@leapfrog-group.org>
Subject: RE: New imputation denotation

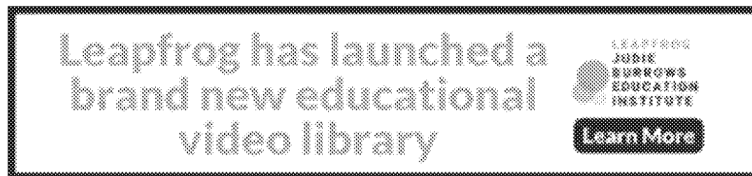
Yeah, I just did it and got the stage version so everything is working as it should on my end.

A few thoughts on the language:

- This hospital declined to report data for this measure, so a score was calculated with external data sources using an imputation model.
- This hospital declined to report data directly to Leapfrog for this measure, so a score was calculated using external data sources based on an imputation model.
- This hospital declined to report data for this measure, so a score was calculated using an imputation model. For more information, see the [Spring 2024 Safety Grade Scoring Methodology](#).
- This hospital declined to report data for this measure, so a score was calculated with external data sources using an imputation model. For more information, see the [Spring 2024 Safety Grade Scoring Methodology](#).
- This hospital declined to report data directly to Leapfrog to this measure, so a score was calculated using external data sources based on an imputation model. For more information, see the [Spring 2024 Safety Grade Scoring Methodology](#).

Let me know what you think of the above options.

Paulina Litter (she/her/hers)
Senior Specialist, Operations and Special Projects
(202) 868-4775
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Washington, DC 20006



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From: Alexandra Campione <ACampione@leapfrog-group.org>
Sent: Tuesday, June 18, 2024 11:29 AM
To: Paulina Litter <PLitter@leapfrog-group.org>
Subject: Re: New imputation denotation

Yes, but are you able to see the change on his link? I followed all the instructions and I'm going to try again later today. I've just been out and am catching up on stuff.

That was the language Missy wanted but Leah wants something else that makes it sound like the data we imputed wasn't random, so lmk if you have any ideas.

I will respond to him later today once I'm sure it doesn't display on stage for me, and I come up with new phrasing. Otherwise, his mockup looks right.

Alexandra Campione, MPH (she/her/hers)
Program Analyst, Health Care Ratings
The Leapfrog Group
1775 K St. NW, Suite 400
Washington, DC 20009



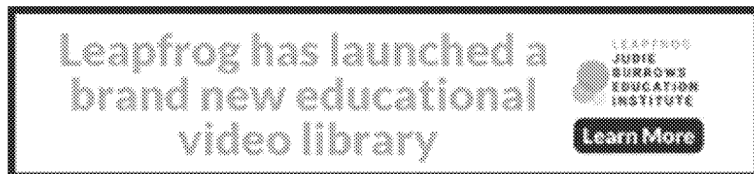
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From: Paulina Litter <PLitter@leapfrog-group.org>
Sent: Tuesday, June 18, 2024 11:26:09 AM
To: Alexandra Campione <ACampione@leapfrog-group.org>
Subject: FW: New imputation denotation

Does this work for you? My only callout is the language seems a bit off to me as a layperson to know what imputed means. Maybe we can change it to say "so a score was calculated using imputation for the measure" would that work?

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From: Devon Weller <dweller@atlasworks.com>
Sent: Friday, June 14, 2024 12:01 PM
To: Alexandra Campione <ACampione@leapfrog-group.org>
Cc: Paulina Litter <PLitter@leapfrog-group.org>; jeff <jeff@ravencreative.com>
Subject: Re: New imputation denotation

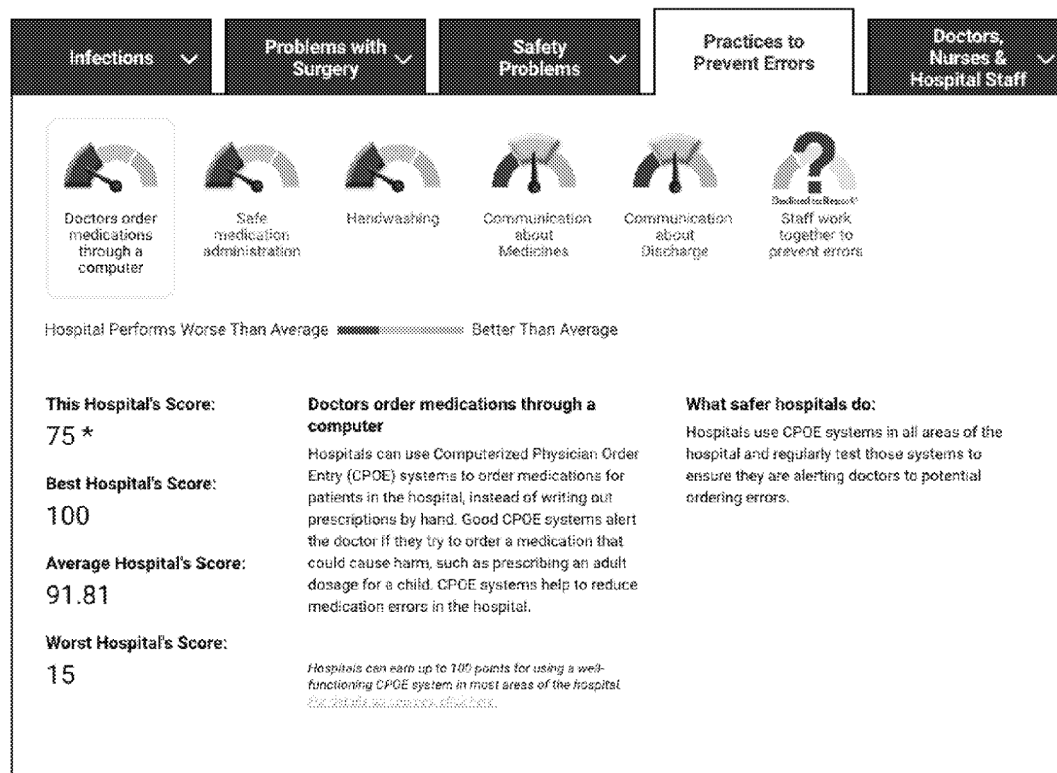
External Email - Use Caution

Great. That makes it easier since we will not have to re-import any new data.

I implemented this in a staged version of the database.

To preview the staged version, please do the following:

1. Open a new **Incognito window** in Chrome.
2. Visit this URL in the new **Incognito window**:
<https://www.hospitalsafetygrade.org/?dbver=20240601STAGE>
3. Then do a search for a hospital (e.g. Mizell Memorial Hospital) and visit the hospital details page.



If you accidentally enable the staged preview not in an Incognito window, you will need to clear cookies for the site to return to normal. You will know if you are seeing the staged version if you see something like this in the top right of the page:

Preview of version 20240601STAGE

A program of

Please review this when you get a chance. If all looks good, I will copy this change to the live database to make this live.

- Devon

On Tue, Jun 4, 2024 at 2:11 PM Alexandra Campione <ACampione@leapfrog-group.org> wrote:

Hi Devon,

I am so silly. We don't need extra columns!

The asterisks should appear anytime the measure's data source= "Imputation Model Applied".

This would only apply to the following columns:

- CPOE (Data Source) and CPOE (Hospital Score)
- BCMA (Data Source) and BCMA (Hospital Score)
- ICU Physician Staffing (Data Source) and ICU Physician Staffing (Hospital Score)
- Hand Hygiene (Data Source) and Hand Hygiene (Hospital Score)

Example: if *CPOE (Data Source)*= "Imputation Model Applied", then *This Hospital's Score*= *CPOE (Hospital Score) & "*"*.

Please let me know if you have any questions. Attached is an example file to visualize.

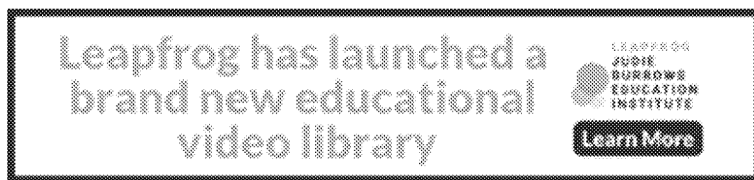
Best,
Alex

From: Paulina Litter <PLitter@leapfrog-group.org>
Sent: Thursday, May 30, 2024 11:05 AM
To: devon@atlasworks.com
Cc: Alexandra Campione <ACampione@leapfrog-group.org>
Subject: FW: New imputation denotation

Hi Devon,

Here is the information for the safety grade update. Thank you for all of your help!

Paulina Litter (*she/her/hers*)
Senior Specialist, Operations and Special Projects
(202) 868-4775
1775 K St. NW, Suite 400
Washington, DC 20006



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From: Alexandra Campione <ACampione@leapfrog-group.org>

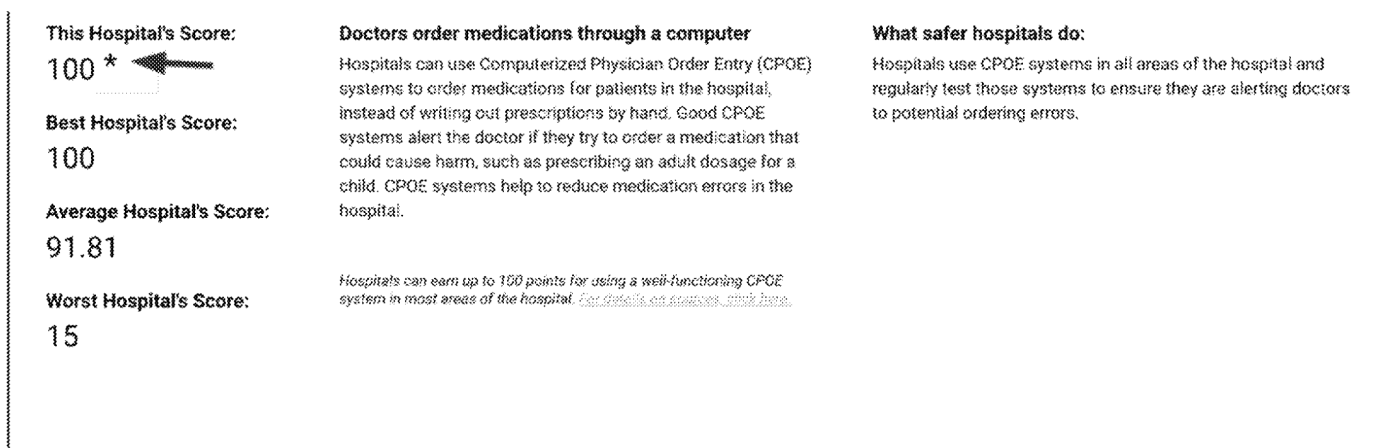
Sent: Wednesday, May 29, 2024 4:45 PM

To: Paulina Litter <PLitter@leapfrog-group.org>

Subject: RE: New imputation denotation

Here's the final mockup and description. Thanks again!

We would like to add a third item to the "Notes and Definitions" at the bottom and an optional asterisk to 4 measures' scores (CPOE, BCMA, IPS, and Hand Hygiene). The data file would denote whether the asterisk should be present either with 4 additional columns or include the asterisk in the original data columns. The latter would be similar to the data review website, but I am guessing it wouldn't work since the numeric values are used to determine the gas gauge direction.



Notes and Definitions

1. **Declined to Report:** The hospital was asked to provide this information to the public, but did not.

2. **Not Available:** "Not Available" means that the hospital does not have data for this measure. This could be because the measure is related to a service the hospital does not provide. For example, a hospital does not have an ICU would not be able to report data about ICUs. It could also be because the hospital had too few patients or cases to report data for a particular condition or procedure. A "Not Available" does not mean that the hospital withheld information from the public.

3. * The hospital declined to report data for this measure, so a score was imputed for the measure.

LEGAL DISCLAIMER: The Leapfrog Hospital Safety Grade scores hospitals on their overall performance in keeping patients safe from preventable harm and medical errors. The grades are derived from expert analysis of available data using up to 31 evidence-based national measures of hospital safety. No specific representation is made, nor shall be implied, nor shall The Leapfrog Group be liable with respect to any individual patient's actual outcome as a result of receiving services performed at any of these hospitals. Leapfrog Hospital Safety Grades cannot be republished without expressed written permission from The Leapfrog Group.

Exhibit B

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

CASE NO. 9:25-CV-80526-DMM

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

PLAINTIFFS' REQUESTS FOR PRODUCTION TO THE LEAPFROG GROUP

Pursuant to Federal Rule of Civil Procedure 34, Plaintiffs hereby serve these Requests for Production to Defendant The Leapfrog Group ("TLG"). As agreed by the Parties in the Joint Discovery Plan and pursuant to Rule 34(b), Defendant must respond in writing to these Requests for Production within fourteen (14) days after service of these Requests for Production at the offices of the undersigned or at another time and place agreed on by the parties.

DEFINITIONS

As used in these Requests for Production of Documents, the following Definitions apply:

1. "The Leapfrog Group," "TLG," "You," and "Your" refers to The Leapfrog Group and any of its officers, employees, agents, representatives, or others that act for or on its behalf. "The Leapfrog Group," "TLG," "You," and "Your" include any TLG "**affiliate**" which means any person (natural person, corporation, limited liability company, partnership, firm, association, or any other entity whether acting in an individual, fiduciary, or other capacity) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, TLG, including, without limitation, TLG's owners, directors, officers, and employees.

2. **“Plaintiffs”** or **“the Plaintiff Hospitals”** refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc.

3. **“Scoring Methodology”** refers to the methodology You describe as “a public, peer-reviewed methodology, calculated by top patient safety experts under the guidance of a National Expert Panel” on the Frequently Asked Questions page of Your website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>. Scoring Methodology includes, but is not limited to, the Spring 2025 Scoring Methodology and all similar prior iterations of that methodology, the most recent of which can be found at the following website: <https://www.hospitalsafetygrade.org/media/file/Methodology-Spring-2025-2.pdf>.

4. **“Hospital Survey”** refers to the survey You describe as “an annual voluntary survey in which Leapfrog asks hospitals to report quality and safety data and then publicly reports that information by hospital” on the Frequently Asked Questions page of Your website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>, and all prior iterations of that survey.

5. **“Safety Grade”** refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Your website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

6. **“Imputed Metrics”** refers to the four measures for which TLG assigns a point value that is equivalent to receiving “Limited Achievement” when a hospital does not respond to TLG’s Hospital Survey and does not have historical data from the last two rounds of the Safety Grade: Computerized Physician Order Entry (CPOE), Bar Code Medication Administration (BCMA), ICU Physician Staffing (IPS), and Hand Hygiene, as described by You at <https://www.hospitalsafetygrade.org/media/file/Methodology-Spring-2025-2.pdf>.

7. **“Complaint”** refers to the Complaint Plaintiffs filed on April 30, 2025, in the Litigation at D.E. 1.

8. **“Litigation”** refers to the pending action *Good Samaritan Medical Center, Inc., et al. v. The Leapfrog Group*, Case No. 9:25-CV-80526-DMM (S.D. Fla.).

9. **“Communication”** or **“communications”** refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter,

handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy, facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or face-to-face communication.

10. **“Document”** as used herein shall mean all materials that are discoverable under the Federal Rules of Civil Procedure and includes without limitation any tangible thing, correspondence, memoranda, messages, text messages, notes, pocket calendars, desk calendars, diaries, telephone logs, envelopes, e-mail, facsimile transmissions, and electronically stored information, whether printed or recorded or reproduced by any mechanical, photographic, xerographic, or electronic process, or written or produced by hand, including any information contained in any computer or computer memory or memory media, although not yet printed, and all drafts of any of the foregoing, and all non-identical copies of any item listed above.

11. The terms **“relating to,” “relate to,”** or **“related to”** means referring to, commenting on, regarding, discussing, describing, mentioning, reflecting, pertaining to, concerning, contradicting, constituting, supporting, proving, forming the basis for, undermining, or otherwise relating to in any manner.

12. The terms **“person”** and **“persons”** refer to any individual, corporation, general partnership, limited partnership, joint venture, association, joint-stock company, trust, incorporated organization, government or political subdivision thereof, and any other non-natural person of whatever nature.

13. **“Including”** means including but not limited to.

14. **“Electronically stored information”** means data or information that exists in electronic or magnetic form and is retrievable in perceivable form, any data on server hard drives or on personal or company computers, and any system backup tapes of any electronically created or stored information, including the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise).

15. **“And”** and **“or”** should be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request for Production.

16. The use of the singular form of any word includes the plural and vice versa.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.
2. Produce all documents and communications as they are kept in the normal course of Your business.
3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.
4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.
5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).
6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.
7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.
8. Unless otherwise noted, the relevant time period of these Requests for Production is from January 1, 2023 to the present.
9. These Requests for Production shall be deemed continuing in nature and to require further supplemental answers and production in accordance with the requirements of Federal Rule of Civil Procedure 26(e).

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All Documents and Communications concerning the Imputed Metrics, including but not limited to TLG's decision in 2024 to impute "Limited Achievement" scores for hospitals that do not respond to TLG's Hospital Survey, as described in paragraphs 49-54 of Plaintiffs' Complaint.

Request for Production Number 2:

All Documents and Communications relating to any change, potential change, or alternative methodology TLG considered, reviewed, or implemented to TLG's Scoring Methodology or TLG's Hospital Survey during the relevant period.

Request for Production Number 3:

All Documents and Communications relating to the complaints that TLG "continuously received . . . from hundreds of hospitals that do report to the survey" about TLG's Scoring Methodology pre-dating TLG's 2024 change in Scoring Methodology, as described by TLG's CEO Leah Binder and reflected at <https://www.medscape.com/viewarticle/five-florida-hospitals-take-aim-safety-ratings-system-court-2025a1000de2?form=fpf>.

Request for Production Number 4:

All Documents and Communications relating to complaints or feedback that TLG has received from any third parties regarding TLG's Scoring Methodology, including but not limited to TLG's decision to grade hospitals that do not respond to TLG's Hospital Survey.

Request for Production Number 5:

All Documents and Communications relating to TLG's policy to not grade hospitals for which TLG is "missing more than six process measures," as described on Your "About the Grade" webpage: <https://www.hospitalsafetygrade.org/about-the-grade>.

Request for Production Number 6:

All Documents and Communications regarding TLG's no-response warning on www.leapfroggroup.org, as shown in paragraph 82 of Plaintiffs' Complaint, and TLG's failure to use the same warning on www.hospitalsafetygrade.com, including but not limited to the development of the no-response warning, any drafts of the no-response warning, and any responses You received through the "Ask them why not" link depicted in the no-response warning.

Request for Production Number 7:

All Documents and Communications relating to whether TLG's Scoring Methodology is unfair, biased, misleading, deceptive, stale, or inaccurate, including but not limited to any allegations or claims that TLG's Scoring Methodology is unfair, biased, misleading, deceptive, stale, inaccurate as well as the differentiations between hospitals that participate in TLG's Hospital Survey and those that do not.

Request for Production Number 8:

All Documents and Communications related to consumer or patient feedback about TLG's Safety Grades, or TLG's Hospital Survey including, but not limited to, feedback submitted through the websites www.leapfroggroup.org or www.hospitalsafetygrade.com, or via email, mail, social media, phone, or any other channel.

Request for Production Number 9:

All Documents and Communications relating to TLG employees or agents expressing concern, criticism, doubt, or suspicion regarding TLG's Hospital Survey, Scoring Methodology, business plan, business decisions, non-profit status, or other policies.

Request for Production Number 10:

All Documents and Communications describing how TLG's Safety Grades are used in practice by patients, healthcare providers (including physicians and nurses), insurers, employers providing medical coverage, and other third parties.

Request for Production Number 11:

All Documents and Communications relating to any data verification TLG conducted (as described on Your website: <https://www.leapfroggroup.org/survey-materials/data-accuracy>), including but not limited to (a) data on the number of hospitals that TLG performed data verification each year since 2020, and (b) data on the results of those verifications.

Request for Production Number 12:

All Documents and Communications relating to the health risks of relying on or considering TLG Safety Grades, including but not limited to the risks of travelling longer to receive care.

Request for Production Number 13:

All Documents and Communications reflecting data supporting the Imputed Metrics You assigned to Plaintiffs for the Fall 2024 and Spring 2025 Safety Grades.

Request for Production Number 14:

All Documents and Communications concerning any data analyses, reports, healthcare provider interviews, or healthcare provider surveys that TLG has conducted or has commissioned others to conduct on its behalf, that describes, evaluates, and/or discusses any or all of the following:

- a. Factors that affect how healthcare providers make decisions about which hospitals to work in;
- b. Factors that affect how physicians make hospital referrals;
- c. Factors that affect the transfers of patients from one hospital or medical facility to another hospital or medical facility;
- d. How TLG's Safety Grades have influenced healthcare providers' decisions about which hospitals to work in or contract with;
- e. How TLG's Safety Grades have influenced physicians' referrals and/or transfers of patients from one hospital or medical facility to another hospital or medical facility;
- f. TLG's efforts to influence healthcare provider preferences and/or patient referrals to hospitals;
- g. TLG's efforts to influence healthcare provider preferences and/or referrals compared to patient preferences for hospital facilities;

- h. How non-TLG hospital rating systems influence physician referrals and/or inter-hospital transfers;
- i. How hospital accreditations and awards influence physicians' referrals and/or transfers of patients from one hospital or medical facility to another hospital or medical facility;
- j. How different factors influence TLG's Safety Grades (for example: accreditations, awards, hospital capacity, hospital capabilities);
- k. How TLG's Safety Grades correlate with alternative hospital ratings, hospital accreditations, and hospital awards; or
- l. How particular factors (such as hospital accreditations, hospital awards, hospital capacity and hospital capabilities) influence TLG's Safety Grades compared to how those factors influence other hospital rating systems.

Request for Production Number 15:

Documents sufficient to show the Safety Grades TLG has assigned since 2020, including (a) hospital name, (b) location, (c) whether the hospital responded to the Hospital Survey, (d) hospital CMS identifier, and (e) grade calculators for each hospital.

Request for Production Number 16:

All Documents and Communications related to TLG's marketing of TLG Safety Grades, TLG's Hospital Survey, www.hospitalsafetygrade.com and www.leapfroggroup.org websites, including, but not limited to:

- a. Marketing plans, media spend;
- b. Analysis of marketing effectiveness;
- c. Search engine optimization;
- d. Press release dissemination (e.g., media outlets used); or
- e. Measurements of consumers' familiarity with or knowledge of Safety Grades TLG has assigned, www.hospitalsafetygrade.com, and www.leapfroggroup.org websites.

Request for Production Number 17:

All Documents and Communications related to www.leapfroggroup.org and www.hospitalsafetygrade.com website traffic including, but not limited to, click or clickstream data or other data collected on individuals' use of those websites, including the following:

- a. Source of web traffic to these websites;
- b. Information about individual visitors' activity browsing the pages on the relevant website (in a given session), including any search activity on the website (e.g., by location, by hospital name), whether they view Safety Grades TLG has assigned and pages dedicated to the underlying methodology, and the order in which they visit pages on the given website;
- c. The amount of time individual visitors spend on the relevant website in a given session; or
- d. The website the individual visitors navigate to immediately after leaving www.leapfroggroup.org and www.hospitalsafetygrade.com websites in a given session.

Request for Production Number 18:

All Documents and Communications related to data analyses, reports, surveys, or feedback that TLG has conducted or has commissioned others to conduct on its behalf that describes, evaluates, and/or discusses:

- a. Consumers' awareness of Safety Grades TLG has assigned, including, but not limited to, when they become aware of such Safety Grades (i.e., before, during, or after seeking treatment) and how they become aware of such Safety Grades (i.e., through the website, press releases, news articles, word of mouth);
- b. Consumers' perceptions of Safety Grades TLG has assigned, including, but not limited to, whether they view such Safety Grades as credible;
- c. Whether, how, and when TLG's Safety Grades affect consumers' or patients' perceptions of hospitals;
- d. Whether, how, and when TLG's Safety Grades affect consumers' or patients' choice of which hospitals to receive care from;
- e. The relationship between patients' health outcomes in hospitals and TLG's Safety Grades; or

- f. Whether consumers or patients view TLG's Safety Grades as deceptive, unfair, or misleading.

Request for Production Number 19:

All Documents and Communications relating to payments, donations, contributions, and gifts TLG has received from hospitals, health systems, healthcare providers, and related individuals and entities since January 1, 2020, including but not limited to documents sufficient to show each payment TLG received and the basis for each payment.

Request for Production Number 20:

All Documents and Communications relating to TLG's monetization of the data provided to TLG through responses to TLG's Hospital Survey, including but not limited to the amount of revenue TLG earns, the decision to monetize the data, the connection between the number of responding hospitals and the value of the data, TLG's licensure policies, TLG's consulting services, and TLG's IP licensing.

Request for Production Number 21:

Documents sufficient to show Your annual financial performance, including but not limited to Your balance sheets, since January 1, 2020.

Request for Production Number 22:

All Documents and Communications regarding Your business plans, business strategies, projections, or growth plan, including but not limited to Your plans or strategies to grow TLG's revenues and/or profits, the number of hospitals participating in TLG's surveys, and the impact or reach of TLG's survey.

Request for Production Number 23:

All agreements You have entered into with hospitals, health systems, insurers, or anyone else relating to licensing or monetizing TLG's data and Safety Grades since January 1, 2020.

Request for Production Number 24:

All Communications with your Board of Directors, Expert Panelists, or Advisory Committees concerning Your Scoring Methodology or Hospital Survey, or changes or potential changes thereto.

Request for Production Number 25:

All Communications between You and any government entity regarding the Plaintiff Hospitals, their affiliates, this Litigation, TLG's Hospital Survey or TLG's Scoring Methodology.

Request for Production Number 26:

All Documents and Communications relating to the Plaintiff Hospitals or this Litigation, including but not limited to all communications with any non-party (e.g., press, press relations firm, hospitals, doctors, industry commentators, accreditors, ratings agencies, academics) regarding the Plaintiff Hospitals, their affiliates, this Litigation, or supporting or defending You and Your Scoring Methodology.

Request for Production Number 27:

All Documents and Communications TLG will rely on at trial.

Request for Production Number 28:

All Documents and Communications regarding TLG's methodology for assigning cutoffs to its Safety Grades, including adjustments, changes, or alterations, to TLG's Safety Grade cutoffs.

Request for Production Number 29:

All Documents and Communications relating to TLG executive compensation.

Request for Production Number 30:

All Documents and Communications regarding NCH Healthcare System, NCH Healthcare System's lawsuit against You, the resolution of the dispute between NCH Healthcare System and You, or any agreements between you and NCH Healthcare System.

Request for Production Number 31:

All Documents and Communications relating to TLG's imputation model, as described in its Scoring Methodology.

Request for Production Number 32:

All Documents and Communications relating to TLG's efforts to prevent any "inadvertent[]" benefit" for hospitals that do not respond to TLG's Hospital Survey, as described on TLG's website:

https://www.hospitalsafetygrade.org/media/file/Fall2024HospitalSafetyGrade_FinalMethodologyChanges.pdf.

Request for Production Number 33:

All Documents and Communications relating to drafts of TLG's changes to TLG's 2024 Scoring Methodology, described on TLG's website:

https://www.hospitalsafetygrade.org/media/file/Fall2024HospitalSafetyGrade_FinalMethodologyChanges.pdf.

Request for Production Number 34:

All Documents and Communications concerning any of the ways TLG uses information "in a commercial manner for profit," as referenced in TLG's 2025 Hospital Survey and as shown in paragraph 70 of Plaintiffs' Complaint.

Request for Production Number 35:

All Documents and Communications from 2012-present relating to the letter from the American Hospital Association TLG received in 2012, the articles referenced in paragraphs 62-68 of Plaintiffs' Complaint, and any other academic articles regarding Your Scoring Methodology, Hospital Survey, or Safety Grades.

Request for Production Number 36:

All Documents and Communications relating to any analysis regarding the accuracy or reliability of TLG's Safety Grades, or the correlation or lack thereof between TLG's Safety Grades and patient outcomes.

Dated: June 17, 2025

Respectfully submitted,

By: /s Michael Pineiro

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

This is to certify that true and correct copies of Plaintiffs' Requests for Production to The Leapfrog Group have been served on counsel for The Leapfrog Group by electronic transmission.

/s/ Michael Pineiro
Michael Pineiro

Exhibit C

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

CASE NO. 9:25-CV-80526-DMM

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

**PLAINTIFFS' SECOND REQUESTS FOR PRODUCTION TO THE LEAPFROG
GROUP**

Pursuant to Federal Rule of Civil Procedure 34, Plaintiffs hereby serve these Second Requests for Production to Defendant The Leapfrog Group ("TLG"). As agreed by the Parties in the Joint Discovery Plan and pursuant to Rule 34(b), Defendant must respond in writing to these Second Requests for Production within fourteen (14) days after service of these Second Requests for Production at the offices of the undersigned or at another time and place agreed on by the parties.

DEFINITIONS

As used in these Requests for Production of Documents, the following Definitions apply:

1. "The Leapfrog Group," "TLG," "You," and "Your" refers to The Leapfrog Group and any of its officers, employees, agents, representatives, or others that act for or on its behalf. "The Leapfrog Group," "TLG," "You," and "Your" include any TLG "**affiliate**" which means any person (natural person, corporation, limited liability company, partnership, firm, association, or any other entity whether acting in an individual, fiduciary, or other capacity) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, TLG, including, without limitation, TLG's owners, directors, officers, and employees.

2. **“Plaintiffs”** or **“the Plaintiff Hospitals”** refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc.

3. **“Armstrong Institute”** refers to Armstrong Institute for Patient Safety and Quality at The Johns Hopkins University School of Medicine and any employees, agents, representatives that act on the Armstrong Institute’s behalf.

4. **“Whitepaper”** refers to the article “Lives Lost, Lives Saved: An Updated Comparative Analysis of Avoidable Deaths at Hospitals Graded by The Leapfrog Group” (May 2019) authored by Matt Austin, Ph.D. Jordan Derk, M.P.H., which can be found at the following website: <https://www.hospitalsafetygrade.org/media/file/Lives-Saved-White-Paper-FINAL.pdf>.

5. **“Whitepaper Methodology”** refers to the methodology described in the “Method” section of the Whitepaper from pages 2-5.

6. **“CapSpecialty”** refers to Capitol Specialty Insurance Corporation and any employees, agents, and representatives that act on CapSpecialty’s behalf.

7. **“Scoring Methodology”** refers to the methodology You describe as “a public, peer-reviewed methodology, calculated by top patient safety experts under the guidance of a National Expert Panel” on the Frequently Asked Questions page of Your website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>. Scoring Methodology includes, but is not limited to, the Spring 2025 Scoring Methodology and all similar prior iterations of that methodology, the most recent of which can be found at the following website: <https://www.hospitalsafetygrade.org/media/file/Methodology-Spring-2025-2.pdf>.

8. **“Hospital Survey”** refers to the survey You describe as “an annual voluntary survey in which Leapfrog asks hospitals to report quality and safety data and then publicly reports that information by hospital” on the Frequently Asked Questions page of Your website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>, and all prior iterations of that survey.

9. **“Safety Grade”** refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Your website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

10. **“Imputed Metrics”** refers to the four measures for which TLG assigns a point value that is equivalent to receiving “Limited Achievement” when a hospital does not respond to TLG’s Hospital Survey and does not have historical data from the last two rounds of the Safety Grade: Computerized Physician Order Entry (CPOE), Bar Code Medication Administration (BCMA), ICU Physician Staffing (IPS), and Hand Hygiene, as described by You at <https://www.hospitalsafetygrade.org/media/file/Methodology-Spring-2025-2.pdf>.

11. **“Complaint”** refers to the Complaint Plaintiffs filed on April 30, 2025, in the Litigation at D.E. 1.

12. **“Litigation”** refers to the pending action *Good Samaritan Medical Center, Inc., et al. v. The Leapfrog Group*, Case No. 9:25-CV-80526-DMM (S.D. Fla.).

13. **“Communication”** or **“communications”** refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter, handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy, facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or face-to-face communication.

14. **“Document”** as used herein shall mean all materials that are discoverable under the Federal Rules of Civil Procedure and includes without limitation any tangible thing, correspondence, memoranda, messages, text messages, notes, pocket calendars, desk calendars, diaries, telephone logs, envelopes, e-mail, facsimile transmissions, and electronically stored information, whether printed or recorded or reproduced by any mechanical, photographic, xerographic, or electronic process, or written or produced by hand, including any information contained in any computer or computer memory or memory media, although not yet printed, and all drafts of any of the foregoing, and all non-identical copies of any item listed above.

15. The terms **“relating to,” “relate to,”** or **“related to”** means referring to, commenting on, regarding, discussing, describing, mentioning, reflecting, pertaining to, concerning, contradicting, constituting, supporting, proving, forming the basis for, undermining, or otherwise relating to in any manner.

16. The terms **“person”** and **“persons”** refer to any individual, corporation, general partnership, limited partnership, joint venture, association, joint-stock company, trust,

incorporated organization, government or political subdivision thereof, and any other non-natural person of whatever nature.

17. **“Including”** means including but not limited to.

18. **“Electronically stored information”** means data or information that exists in electronic or magnetic form and is retrievable in perceivable form, any data on server hard drives or on personal or company computers, and any system backup tapes of any electronically created or stored information, including the complete original and any non-identical copy (whether different from the original because of notations, different metadata, or otherwise).

19. **“And”** and **“or”** should be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request for Production.

20. The use of the singular form of any word includes the plural and vice versa.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time period of these Requests for Production is from January 1, 2018 –present.

9. These Requests for Production shall be deemed continuing in nature and to require further supplemental answers and production in accordance with the requirements of Federal Rule of Civil Procedure 26(e).

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 37:

All Documents and Communications relating to the Whitepaper Methodology, including copies of underlying data and explanations of calculations.

Request for Production Number 38:

All Documents and Communications with the Armstrong Institute, including but not limited to Communications regarding edits, comments, or feedback related to the Whitepaper, the Safety Grades, the Hospital Survey, Your change in Scoring Methodology in Fall 2024, and the effect “Imputed Metrics” would have on the Whitepaper’s conclusions.

Request for Production Number 39:

All Documents and Communications relating to the design or execution of the Whitepaper study including the calculations described in the Whitepaper at the following locations:

- Table A (“Measures from the Spring 2019 Hospital Safety Grade Used in the Analysis”);
“Calculating Mortality Rates Per 1,000 Admissions,”);

- Table 1 (“Mean Incidence Rate of Patient Safety Outcomes for Hospitals in Each Spring 2019 Letter Grade and the Average Attributable Mortality Rate for Each Outcome”);
- Table 2 (“Estimated Excess ICU Mortality Attributed to Lack of Full Adoption of Leapfrog’s IPS Standard based on Spring 2019 grades.”);
- Table 3 (“Rate of Avoidable Deaths per 1,000 Admissions and the Possible Lives Saved with Improved Performance based on Spring 2019 grades.”).

Request for Production Number 40:

All Documents and Communications relating to or reflecting Your relationship with the Armstrong Institute, including employment agreements, consulting arrangements, the engagement of the Armstrong Institute for this Whitepaper as reflected at page 2 of the Whitepaper, or any other agreement related to funding, payments, or support to the Armstrong Institute or its affiliates.

Request for Production Number 41:

All Documents and Communications from January 1, 2023 to the present relating to “comments from hospitals and the public” (as described on pages 8-9 of Your Motion to Dismiss) about the Imputed Metrics.

Request for Production Number 42:

All testimony, including but not limited to deposition, trial, congressional, and administrative testimony, from Leah Binder, Kush Banerjee, Missy Danforth, Lauren Bailey, Katie Stewart, Alexandra Campione, Ralph Johnson, Karen Jupiter, and Kaylee Scarim from January 1, 2015 to present.

Request for Production Number 43:

All Documents and Communications from January 1, 2023 to the present relating to Communications between You and any Florida hospitals, accreditation entities, or governmental entities.

Request for Production Number 44:

All Documents and Communications from January 1, 2023 to the present relating to Your efforts to publish and/or publicize your websites and/or Safety Grades to consumers in Florida, including any information provided to press, media, and reporters, and any instructions to embargo such information.

Request for Production Number 45:

All Communications from January 1, 2023 to the present between You and CapSpecialty, including communications with CapSpecialty's counsel, relating to the Plaintiff Hospitals or this Litigation.

Request for Production Number 46:

All agreements and declarations from January 1, 2023 to the present between You and CapSpecialty.

Dated: July 10, 2025

Respectfully submitted,

By: /s/ Scott Hvidt

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

This is to certify that true and correct copies of Plaintiffs' Second Requests for Production to The Leapfrog Group have been served on counsel for The Leapfrog Group by electronic transmission.

/s/ Scott Hvidt
Scott Hvidt

Exhibit D

GIBSON DUNN

Lee Crain
Partner
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July 15, 2025

VIA E-MAIL

Kimberly E. Blair
Wilson Elser Moskowitz Edelman & Dicker LLP
161 N. Clark, Ste. 4500
Chicago, IL 60601

Re: *Good Samaritan Medical Center, Inc., et al. v. The Leapfrog Group*, No. 9:25-80526-DMM (S.D. Fla.)

Counsel:

As counsel for the Plaintiff Hospitals in the above-captioned action, I write to follow up on yesterday's meet and confer ("M&C") regarding the dilatory 320 requests for production and 120 interrogatories ("Requests") that your client, the Leapfrog Group ("TLG"), served late Friday night, just thirteen days (and 9 business days) before the parties' agreed-upon substantial completion deadline. Dkt. No. 37. This letter is not intended to exhaustively detail the problems with TLG's discovery requests.

As we explained on the call, we were surprised to receive TLG's requests on Friday night—nearly four weeks after the Plaintiff Hospitals served their discovery requests and just 9 business days before the parties' agreed to substantial completion of production deadline of July 24—a deadline *your client* requested to ensure the completion of document discovery prior to the commencement of depositions.¹ To avoid further prejudice to our clients from your dilatory requests, we worked over the weekend to review TLG's requests promptly to allow the commencement of meet and confers Monday (yesterday).

On Monday's call, you told us that you would work with us on the timing of our productions. We appreciate that, but we also explained it is imperative to keep to the deadlines the Court has ordered and the parties previously agreed to in this expedited proceeding. And as we have discussed with you many times in meet and confers regarding TLG's production obligations (and as you have agreed), it is particularly important that TLG keep to the July 24 substantial completion deadline TLG itself proposed given Plaintiffs' court-ordered August 7, 2025 expert report deadline. Any delay in producing documents to the Plaintiff Hospitals will severely prejudice our clients.

Given that TLG's expert reports are not due until September 5, 2025, however—and the fact that TLG served its discovery requests nearly four weeks after our clients served theirs—we are extending Plaintiffs' deadline to substantially complete their productions from July 24 to August

¹ When we asked you to explain your client's delay in service, you told us only that the timing was due to your client having reviewed our requests when they were served four weeks ago. You provided no extenuating circumstance to explain the timing in this expedited proceeding.

GIBSON DUNN

Kimberly E. Blair
Wilson Elser Moskowitz Edelman & Dicker LLP

July 15, 2025
Page 2

8, 2025. We still intend to make a substantial production on or before July 24, 2025, but given your new requests for production we require a bit more time for substantial completion. To be clear, given our August 7 expert deadline, our expectation is TLG will continue to adhere to the July 24 substantial completion deadline.

As I explained during yesterday's discussion, we are still working on the responses and objections to your document requests and interrogatories. But in the interest of time, I outline here our views on the scope of discovery. The "core" of this case, as the Court explained today in its order denying TLG's motion to dismiss, is TLG's safety grades. Dkt. No. 41 at 2. As the Court described, "Plaintiffs' action arises from a challenge to Defendant's representations about its methodology, which they claim mislead consumers by failing to distinguish between absent data and damning data, and professing that grades are not influenced by a hospital's lack of survey participation." *Id.* at 6. Discovery must be relevant and proportional to the needs of that claim.

For that reason, we do not intend to produce documents in response to the dozens of Requests TLG has propounded in this case that appear designed to forensically examine our clients. If anything, TLG's efforts to get information from the Plaintiff Hospitals it never requested in its survey only proves its grading methodology is inadequate. Although our review is ongoing, our initial assessment is that the following document requests fall entirely beyond the scope of this case, as the Court described it in today's order: 2, 12, 13, 14, 15, 20, 22, 23, 24, 27, 28, 37, 40, 41, 43, 57, 58, 59, 61, 63, 64. We also view the following interrogatories as facially beyond what is relevant or proportional to the needs of the case: 4, 11, 16, 17, 18, 24. We will follow up with responses and objections to these and your remaining requests promptly. Please confirm by end of day July 16 you will withdraw these requests.

Additionally, as we mentioned on the call yesterday, we have identified substantial duplication in the Requests that we ask you to revisit. By end of day July 16, please identify which of these duplicative requests you would like us to provide objections for and which you will withdraw. It is neither reasonable nor proportionate to the needs of this case to require our clients to repeat objections and responses for such a substantial number of duplicative requests:

- RFP 6 is duplicative of RFP 5;
- RFP 19 is duplicative of RFP 8;
- RFP 22 is duplicative of RFPs 1, 9, 18, 38, and 40;
- RFP 23 is duplicative of RFP 15;
- RFP 31 is duplicative of RFP 18;
- RFP 33 is duplicative of RFP 8;
- RFP 35 is duplicative of RFP 11;
- RFP 38 is duplicative of RFPs 8 and 18;
- RFP 39 is duplicative of RFP 11, 35, and 36;
- RFP 40 is duplicative of RFPs 18, 31, and 38;
- RFP 54 is duplicative of RFPs 51 and 52;

GIBSON DUNN

Kimberly E. Blair
Wilson Elser Moskowitz Edelman & Dicker LLP

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- RFP 56 is duplicative of RFP 38.

We look forward to your response.²

Sincerely,

GIBSON, DUNN & CRUTCHER LLP



Lee Crain
Partner

² As discussed during the M&C, Plaintiff Hospitals will be producing documents under a single Palm Beach Hospitals Network Bates prefix and a single set of responses and objections for all Plaintiff Hospitals.

Exhibit E-1

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF REQUESTS
FOR PRODUCTION TO GOOD SAMARITAN MEDICAL CENTER, INC.**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Requests for Production, pursuant to Federal Rule of Civil Procedure 34 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, GOOD SAMARITAN MEDICAL CENTER, INC. (“Good Samaritan”), within fourteen (14) days after service hereof. In responding to these Requests for Production, Good Samaritan is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “Good Samaritan”, “GSMC”, “Plaintiff”, “You”, or “Your” refers to Good Samaritan Medical Center, Inc., one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek the production of documents and things as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after producing documents and things, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any document or thing is not produced based on a claim of privilege, or if Plaintiff contends a document or thing is otherwise exempt from discovery, Plaintiff shall provide Defendant with a privilege log in compliance with Rule 26(b)(5) of the Federal Rules of Civil Procedure.

(s) If Plaintiff objects to any Request as overly broad or unduly burdensome, Plaintiff shall produce those documents and/or things that are unobjectionable and specifically identify the respect in which the request is allegedly overly broad or burdensome.

(t) If Plaintiff is aware that any document or thing responsive to any Request once existed but has been destroyed, or is no longer available for production, Plaintiff shall identify who destroyed it, why it was destroyed, and the circumstances under which it was destroyed or is no longer available.

(u) Respond to each of the Requests separately. Identify any Document responsive to any request as being responsive to the specific request at issue. If the same Document is responsive to more than one request, identify all requests to which it is responsive.

(v) To the extent requests contained herein do not identify a specific time frame for the request, the request shall be treated as a request for materials dating back to January 1, 2020.

REQUESTS FOR PRODUCTION

Leapfrog requests that Plaintiffs specifically identify and produce the following documents:

1. All Documents identified in Plaintiffs' initial disclosures.
2. All Documents (including but not limited to correspondence) You have exchanged with the individuals identified in your initial disclosures.
3. All Documents exchanged between You and any other Plaintiff in any way related to Leapfrog, the Hospital Safety Grade and/or the Hospital Survey.
4. All Documents, including electronically stored information, that are responsive to, or which Plaintiff relied upon or consulted in providing responses to any set of interrogatories served in this Lawsuit.

5. All Documents that You contend reflect, reference, or support any claim that Leapfrog engaged in false, deceptive, or misleading conduct.
6. All Documents supporting Your claim that Leapfrog's published Hospital Safety Grade(s) are false, misleading, or defamatory.
7. All Documents (including but not limited to correspondence) exchanged between You and employees or agents of Plaintiffs that in any way relate to the allegations contained in the Lawsuit.
8. All Documents, including but not limited to electronically stored information, that relate to any item of damages for which you intend to seek recovery in this Lawsuit.
9. All Documents and recorded communications, including electronically stored information, not otherwise produced in response to these Requests, which You intend to offer as exhibits at any hearing or in support of any motion in this Lawsuit.
10. All curriculum vitae and reports of expert witnesses Plaintiffs or their counsel have retained in this case including all documents provided to or received from any expert witness who Plaintiffs or his counsel have engaged, retained, or consulted with in this proceeding.
11. All internal communications or memoranda discussing Leapfrog's Hospital Safety Grades and/or Hospital Survey, including your reactions, criticisms, and interpretations, as well as any draft or final communications circulated for consideration to be sent to Leapfrog regarding said Grades.
12. All presentations, Documents, and communications You have provided to Board members, shareholders, investors or potential investors of Tenet Healthcare which discuss or reference patient safety and quality in Your hospital, including but not limited to rankings and/or grades related to Your patient safety.
13. Documents sufficient to show all litigation from the past five years against You or a physician with whom Your hospital is affiliated for medical malpractice.
14. All Documents and communications related to any reports You have made to the National Practitioners Data Base.
15. All Documents and communications You have received related to patient complaints regarding the services You have provided and/or services provided by any physician, nurse, pharmacist, specialist, or any other employee or independent contractor affiliated with Your hospital.
16. All Documents and communications You have exchanged with any group purchasing organization ("GPO"), including but not limited to HealthTrust Performance Group relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.

17. All Documents and communications You have exchanged with the Palm Beach Health Network relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.
18. All Documents that support Your claim that Your patients or potential patients relied on Leapfrog's statements or representations when deciding where to seek medical care.
19. All Documents that reflect or support the economic damages You claim to have suffered because of Defendants' Safety Grades and related websites.
20. All Documents relating to Your hospital's performance on publications providing ratings or evaluations of Your hospital by other organizations including but not limited to ratings or evaluations of Your hospital's patient safety performance and of overall quality of Your hospital's healthcare services.
21. All communications You have had with, and Documents you have received from, third parties (including nonprivileged communications with attorneys, media, advocacy groups, public relations groups, or government agencies) regarding Leapfrog, its websites, or this lawsuit.
22. All Documents You intend to rely on to support your claims in this litigation, including exhibits, charts, or summaries that show the effects of the scoring methodology on the Plaintiff hospitals patient volume, lives under management, referrals, and/or market growth.
23. All Documents showing complaints about patient safety or quality of healthcare services You have received from patients or potential patients.
24. Any and all Documents that you have shared with other organizations which evaluate healthcare performance (including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News, Newsweek, Statista, Definitive Healthcare, and any other benchmarking entity).
25. All Documents relating to any prior complaints or legal claims made by You involving consumer products or false advertising in the past ten years.
26. All documents related to Your efforts to mitigate damages allegedly resulting from Leapfrog Safety Grade and associated websites.
27. All Documents You reviewed, received, or created concerning any legal or regulatory investigation into Leapfrog or the scoring methodology, Hospital Survey, Safety Grade, and/or imputed metrics.
28. All documents describing Your hospital's patient safety data, outcomes, or metrics for the grading period(s) at issue.

29. All communications between You and any Leapfrog representative regarding the Safety Grade and/or the Hospital Survey.
30. All public statements (including press releases, web pages, or social media posts) made by You in response to Leapfrog's Safety Grade.
31. All Documents You contend show that patients or potential patients relied on Leapfrog's Safety Grades when making a decision to receive or not receive healthcare services at one or more of Plaintiffs' hospitals.
32. All communications with third-party analysts of consumer harm, consumer groups, or accreditation agencies relating to Leapfrog or its grading system.
33. All documents showing patient admissions, revenues, and quality ratings You claim were harmed as a result of Leapfrog's Safety Grade publication.
34. All documents and communications with accreditor, state and/or federal agency, the Centers for Medicare & Medicaid Services (CMS), or any other regulatory agencies (e.g., Centers for Disease Control & Prevention, state health departments/agencies, local health departments/agencies, The Joint Commission), Vizient and/or Premier relating to patient safety at Your hospital, including but not limited to state or federal actions and sanctions for violations of the conditions of participation and any documents from any of these organizations comparing Your hospital on patient safety outcomes with other hospitals nationally, statewide and/or among similar cohort of hospitals..
35. All communications with the public, media, or internal staff concerning plans to contest, clarify, or discredit Leapfrog's Safety Grade for Your hospital.
36. All Documents reflecting any formal or informal grievance or complaint process You initiated in response to Leapfrog's Safety Grade for Your hospital, as well as any draft or final outcomes, mitigation plans, future process changes, root cause analyses, etc..
37. All drafts, final versions, and redlines of any the complaint in this case to the extent such documents were shared with any third party prior to the complaint's filing, and all communications regarding the same, including but not limited to the sharing of any non-filed complaint with any media outlet by You or any agent of Yours.
38. All Documents You contend support Your claim that Leapfrog's Safety Grade has caused you reputational harm or economic injury.
39. All Documents reflecting Your efforts to change or correct Leapfrog's Safety Grade (including but not limited to appeals, data submissions, or correspondence regarding the same).
40. All Documents that You contend show that third parties (including but not limited to patients, staff, and hospital stakeholders) are, were, or have been deceived, misled, or

confused due to Leapfrog's Safety Grade publication.

41. All data sets, charts, patient records, or internal evaluations showing Your hospital's performance on the following patient safety measures:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
42. Documents sufficient to indicate all adverse patient events at Your hospital where the cause of the adverse event was found to be related to one or more of the following:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
43. All Documents You contend support the statement by Your attorney, Mary Beth Maloney, in the media that Leapfrog is "a brazen pay-for-play scheme designed to line the pocket of its leaders."
44. All Documents You contend show that Leapfrog offers consulting services in exchange for better Safety Grades.
45. Any and all Board presentations, Board Committee presentations, tax returns, financial statements, or other financial documents showing Your revenue from 2020 to present.
46. All Documents You relied upon in drafting the allegations set forth in Your Complaint against Leapfrog.
47. All internal communications, reports, or memoranda discussing your hospital's market share or position relative to competitors.
48. All business plans, marketing plans, strategic plans, or presentations to investors, presentations to the board, presentations to Tenet Healthcare or presentations to any organization executives that reference or analyze your competitors or your hospital's competitive positioning.
49. All documents relating to patient volume, market share, or patient demographics that include any comparison between your hospital and any competitor.

50. All documents reflecting or analyzing the pricing of your services in comparison to those of your competitors.
51. All consumer perception surveys, brand studies, or market research reports concerning how the consuming public views your hospital and how it compares to other hospitals in the region.
52. All communications, reports, studies or analyses concerning your hospital's reputation or brand image in the marketplace.
53. All documents concerning efforts to enhance or protect your hospital's reputation or public image, including public relations strategies, media outreach, or reputation management plans whether related to this this Lawsuit or not.
54. All communications with public relations firms, marketing agencies, or consultants related to the hospital's image, reputation, or consumer perception.
55. All documents concerning any awards, rankings, or ratings received by your hospital, and any comparisons between such recognition and that of your competitors.
56. All documents relating to or evidencing any reputational harm you allege resulted from Defendant's conduct, including internal reports, meeting minutes, or correspondence.
57. All documents relating to any decrease in patient volume, revenue, referrals, or public engagement caused by any and all legal issues impacting Tenet Healthcare including but not limited to accusations of fraudulent billing practices, criminal and civil claims for defrauding Medicaid by paying kickbacks for patient referrals, and false claims act violations.
58. All documents, including but not limited to press releases, public statements, or media responses issued in relation to lawsuits, investigations, or negative media reports concerning any lawsuits filed against your hospital within the past ten (10) years that received media coverage or were likely to affect public perception.
59. All media coverage (including online, print, broadcast, and social media) referring to alleged misconduct, litigation, or regulatory scrutiny involving your hospital.
60. All documents provided to or received from any public relations firm, consultant, or crisis management expert regarding the hospital's response to any negative publicity, whether related to this Lawsuit or not.
61. All expert reports, studies, or analyses prepared by or for you quantifying or assessing any reputational damage allegedly sustained as a result of Defendant's conduct.
62. Any and all documents in any way reflecting any employee surveys at Your hospital or at the Tenet Healthcare corporate level that were conducted or commissions to assess perceptions of patient safety at Your hospital.

63. Any and all documents related in any way to union actions and/or collective bargaining reflecting patient safety concerns.
64. Any and all documents and communications in any way reflecting allegations and/or claims by Your hospital or against Your hospital related in any way to allegations of violations of the Florida Unfair and Deceptive Trade Practices Act.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

Kimberly E. Blair *Pro Hac Vice*

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

Thomas K. Duff *Pro Hac Vice*

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(312) 259-6414 (Cell)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit E-2

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF REQUESTS
FOR PRODUCTION TO DELRAY MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Requests for Production, pursuant to Federal Rule of Civil Procedure 34 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, DELRAY MEDICAL CENTER (“Delray”), within fourteen (14) days after service hereof. In responding to these Requests for Production, Delray is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “Delray”, “Delray Medical Center”, “Plaintiff”, “You”, or “Your” refers to Delray Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek the production of documents and things as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after producing documents and things, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any document or thing is not produced based on a claim of privilege, or if Plaintiff contends a document or thing is otherwise exempt from discovery, Plaintiff shall provide Defendant with a privilege log in compliance with Rule 26(b)(5) of the Federal Rules of Civil Procedure.

(s) If Plaintiff objects to any Request as overly broad or unduly burdensome, Plaintiff shall produce those documents and/or things that are unobjectionable and specifically identify the respect in which the request is allegedly overly broad or burdensome.

(t) If Plaintiff is aware that any document or thing responsive to any Request once existed but has been destroyed, or is no longer available for production, Plaintiff shall identify who destroyed it, why it was destroyed, and the circumstances under which it was destroyed or is no longer available.

(u) Respond to each of the Requests separately. Identify any Document responsive to any request as being responsive to the specific request at issue. If the same Document is responsive to more than one request, identify all requests to which it is responsive.

(v) To the extent requests contained herein do not identify a specific time frame for the request, the request shall be treated as a request for materials dating back to January 1, 2020.

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Leapfrog requests that Plaintiffs specifically identify and produce the following documents:

1. All Documents identified in Plaintiffs' initial disclosures.
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3. All Documents exchanged between You and any other Plaintiff in any way related to Leapfrog, the Hospital Safety Grade and/or the Hospital Survey.
4. All Documents, including electronically stored information, that are responsive to, or which Plaintiff relied upon or consulted in providing responses to any set of interrogatories served in this Lawsuit.

5. All Documents that You contend reflect, reference, or support any claim that Leapfrog engaged in false, deceptive, or misleading conduct.
6. All Documents supporting Your claim that Leapfrog's published Hospital Safety Grade(s) are false, misleading, or defamatory.
7. All Documents (including but not limited to correspondence) exchanged between You and employees or agents of Plaintiffs that in any way relate to the allegations contained in the Lawsuit.
8. All Documents, including but not limited to electronically stored information, that relate to any item of damages for which you intend to seek recovery in this Lawsuit.
9. All Documents and recorded communications, including electronically stored information, not otherwise produced in response to these Requests, which You intend to offer as exhibits at any hearing or in support of any motion in this Lawsuit.
10. All curriculum vitae and reports of expert witnesses Plaintiffs or their counsel have retained in this case including all documents provided to or received from any expert witness who Plaintiffs or his counsel have engaged, retained, or consulted with in this proceeding.
11. All internal communications or memoranda discussing Leapfrog's Hospital Safety Grades and/or Hospital Survey, including your reactions, criticisms, and interpretations, as well as any draft or final communications circulated for consideration to be sent to Leapfrog regarding said Grades.
12. All presentations, Documents, and communications You have provided to Board members, shareholders, investors or potential investors of Tenet Healthcare which discuss or reference patient safety and quality in Your hospital, including but not limited to rankings and/or grades related to Your patient safety.
13. Documents sufficient to show all litigation from the past five years against You or a physician with whom Your hospital is affiliated for medical malpractice.
14. All Documents and communications related to any reports You have made to the National Practitioners Data Base.
15. All Documents and communications You have received related to patient complaints regarding the services You have provided and/or services provided by any physician, nurse, pharmacist, specialist, or any other employee or independent contractor affiliated with Your hospital.
16. All Documents and communications You have exchanged with any group purchasing organization ("GPO"), including but not limited to HealthTrust Performance Group relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.

17. All Documents and communications You have exchanged with the Palm Beach Health Network relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.
18. All Documents that support Your claim that Your patients or potential patients relied on Leapfrog's statements or representations when deciding where to seek medical care.
19. All Documents that reflect or support the economic damages You claim to have suffered because of Defendants' Safety Grades and related websites.
20. All Documents relating to Your hospital's performance on publications providing ratings or evaluations of Your hospital by other organizations including but not limited to ratings or evaluations of Your hospital's patient safety performance and of overall quality of Your hospital's healthcare services.
21. All communications You have had with, and Documents you have received from, third parties (including nonprivileged communications with attorneys, media, advocacy groups, public relations groups, or government agencies) regarding Leapfrog, its websites, or this lawsuit.
22. All Documents You intend to rely on to support your claims in this litigation, including exhibits, charts, or summaries that show the effects of the scoring methodology on the Plaintiff hospitals patient volume, lives under management, referrals, and/or market growth.
23. All Documents showing complaints about patient safety or quality of healthcare services You have received from patients or potential patients.
24. Any and all Documents that you have shared with other organizations which evaluate healthcare performance (including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News, Newsweek, Statista, Definitive Healthcare, and any other benchmarking entity).
25. All Documents relating to any prior complaints or legal claims made by You involving consumer products or false advertising in the past ten years.
26. All documents related to Your efforts to mitigate damages allegedly resulting from Leapfrog Safety Grade and associated websites.
27. All Documents You reviewed, received, or created concerning any legal or regulatory investigation into Leapfrog or the scoring methodology, Hospital Survey, Safety Grade, and/or imputed metrics.
28. All documents describing Your hospital's patient safety data, outcomes, or metrics for the grading period(s) at issue.

29. All communications between You and any Leapfrog representative regarding the Safety Grade and/or the Hospital Survey.
30. All public statements (including press releases, web pages, or social media posts) made by You in response to Leapfrog's Safety Grade.
31. All Documents You contend show that patients or potential patients relied on Leapfrog's Safety Grades when making a decision to receive or not receive healthcare services at one or more of Plaintiffs' hospitals.
32. All communications with third-party analysts of consumer harm, consumer groups, or accreditation agencies relating to Leapfrog or its grading system.
33. All documents showing patient admissions, revenues, and quality ratings You claim were harmed as a result of Leapfrog's Safety Grade publication.
34. All documents and communications with accreditor, state and/or federal agency, the Centers for Medicare & Medicaid Services (CMS), or any other regulatory agencies (e.g., Centers for Disease Control & Prevention, state health departments/agencies, local health departments/agencies, The Joint Commission), Vizient and/or Premier relating to patient safety at Your hospital, including but not limited to state or federal actions and sanctions for violations of the conditions of participation and any documents from any of these organizations comparing Your hospital on patient safety outcomes with other hospitals nationally, statewide and/or among similar cohort of hospitals..
35. All communications with the public, media, or internal staff concerning plans to contest, clarify, or discredit Leapfrog's Safety Grade for Your hospital.
36. All Documents reflecting any formal or informal grievance or complaint process You initiated in response to Leapfrog's Safety Grade for Your hospital, as well as any draft or final outcomes, mitigation plans, future process changes, root cause analyses, etc..
37. All drafts, final versions, and redlines of any the complaint in this case to the extent such documents were shared with any third party prior to the complaint's filing, and all communications regarding the same, including but not limited to the sharing of any non-filed complaint with any media outlet by You or any agent of Yours.
38. All Documents You contend support Your claim that Leapfrog's Safety Grade has caused you reputational harm or economic injury.
39. All Documents reflecting Your efforts to change or correct Leapfrog's Safety Grade (including but not limited to appeals, data submissions, or correspondence regarding the same).
40. All Documents that You contend show that third parties (including but not limited to patients, staff, and hospital stakeholders) are, were, or have been deceived, misled, or

confused due to Leapfrog's Safety Grade publication.

41. All data sets, charts, patient records, or internal evaluations showing Your hospital's performance on the following patient safety measures:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
42. Documents sufficient to indicate all adverse patient events at Your hospital where the cause of the adverse event was found to be related to one or more of the following:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
43. All Documents You contend support the statement by Your attorney, Mary Beth Maloney, in the media that Leapfrog is "a brazen pay-for-play scheme designed to line the pocket of its leaders."
44. All Documents You contend show that Leapfrog offers consulting services in exchange for better Safety Grades.
45. Any and all Board presentations, Board Committee presentations, tax returns, financial statements, or other financial documents showing Your revenue from 2020 to present.
46. All Documents You relied upon in drafting the allegations set forth in Your Complaint against Leapfrog.
47. All internal communications, reports, or memoranda discussing your hospital's market share or position relative to competitors.
48. All business plans, marketing plans, strategic plans, or presentations to investors, presentations to the board, presentations to Tenet Healthcare or presentations to any organization executives that reference or analyze your competitors or your hospital's competitive positioning.
49. All documents relating to patient volume, market share, or patient demographics that include any comparison between your hospital and any competitor.

50. All documents reflecting or analyzing the pricing of your services in comparison to those of your competitors.
51. All consumer perception surveys, brand studies, or market research reports concerning how the consuming public views your hospital and how it compares to other hospitals in the region.
52. All communications, reports, studies or analyses concerning your hospital's reputation or brand image in the marketplace.
53. All documents concerning efforts to enhance or protect your hospital's reputation or public image, including public relations strategies, media outreach, or reputation management plans whether related to this this Lawsuit or not.
54. All communications with public relations firms, marketing agencies, or consultants related to the hospital's image, reputation, or consumer perception.
55. All documents concerning any awards, rankings, or ratings received by your hospital, and any comparisons between such recognition and that of your competitors.
56. All documents relating to or evidencing any reputational harm you allege resulted from Defendant's conduct, including internal reports, meeting minutes, or correspondence.
57. All documents relating to any decrease in patient volume, revenue, referrals, or public engagement caused by any and all legal issues impacting Tenet Healthcare including but not limited to accusations of fraudulent billing practices, criminal and civil claims for defrauding Medicaid by paying kickbacks for patient referrals, and false claims act violations.
58. All documents, including but not limited to press releases, public statements, or media responses issued in relation to lawsuits, investigations, or negative media reports concerning any lawsuits filed against your hospital within the past ten (10) years that received media coverage or were likely to affect public perception.
59. All media coverage (including online, print, broadcast, and social media) referring to alleged misconduct, litigation, or regulatory scrutiny involving your hospital.
60. All documents provided to or received from any public relations firm, consultant, or crisis management expert regarding the hospital's response to any negative publicity, whether related to this Lawsuit or not.
61. All expert reports, studies, or analyses prepared by or for you quantifying or assessing any reputational damage allegedly sustained as a result of Defendant's conduct.
62. Any and all documents in any way reflecting any employee surveys at Your hospital or at the Tenet Healthcare corporate level that were conducted or commissions to assess perceptions of patient safety at Your hospital.

63. Any and all documents related in any way to union actions and/or collective bargaining reflecting patient safety concerns.
64. Any and all documents and communications in any way reflecting allegations and/or claims by Your hospital or against Your hospital related in any way to allegations of violations of the Florida Unfair and Deceptive Trade Practices Act.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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Illinois Bar ID # 6272934

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(312) 259-6414 (Cell)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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Daniel Rashbaum
Brandon S. Sloch
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Miami, FL 33131
mpineiro@mnrlawfirm.com
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Mary Beth Maloney (*pro hac vice*)
Lee R. Cram (*pro hac vice*)
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Dallas, TX 75201
byanog@gibsondunn.com
shvidt@gibsondunn.com

By: /s/ Kimberly E. Blair

Exhibit E-3

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF REQUESTS
FOR PRODUCTION TO PALM BEACH GARDENS MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Requests for Production, pursuant to Federal Rule of Civil Procedure 34 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, PALM BEACH GARDENS MEDICAL CENTER (“Palm Beach Gardens”), within fourteen (14) days after service hereof. In responding to these Requests for Production, Palm Beach Gardens is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “Palm Beach Gardens”, “Palm Beach Gardens Medical Center”, “Plaintiff”, “You”, or “Your” refers to Palm Beach Gardens Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

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(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

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(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
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22. All Documents You intend to rely on to support your claims in this litigation, including exhibits, charts, or summaries that show the effects of the scoring methodology on the Plaintiff hospitals patient volume, lives under management, referrals, and/or market growth.
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33. All documents showing patient admissions, revenues, and quality ratings You claim were harmed as a result of Leapfrog's Safety Grade publication.
34. All documents and communications with accreditor, state and/or federal agency, the Centers for Medicare & Medicaid Services (CMS), or any other regulatory agencies (e.g., Centers for Disease Control & Prevention, state health departments/agencies, local health departments/agencies, The Joint Commission), Vizient and/or Premier relating to patient safety at Your hospital, including but not limited to state or federal actions and sanctions for violations of the conditions of participation and any documents from any of these organizations comparing Your hospital on patient safety outcomes with other hospitals nationally, statewide and/or among similar cohort of hospitals..
35. All communications with the public, media, or internal staff concerning plans to contest, clarify, or discredit Leapfrog's Safety Grade for Your hospital.
36. All Documents reflecting any formal or informal grievance or complaint process You initiated in response to Leapfrog's Safety Grade for Your hospital, as well as any draft or final outcomes, mitigation plans, future process changes, root cause analyses, etc..
37. All drafts, final versions, and redlines of any the complaint in this case to the extent such documents were shared with any third party prior to the complaint's filing, and all communications regarding the same, including but not limited to the sharing of any non-filed complaint with any media outlet by You or any agent of Yours.
38. All Documents You contend support Your claim that Leapfrog's Safety Grade has caused you reputational harm or economic injury.
39. All Documents reflecting Your efforts to change or correct Leapfrog's Safety Grade (including but not limited to appeals, data submissions, or correspondence regarding the

same).

40. All Documents that You contend show that third parties (including but not limited to patients, staff, and hospital stakeholders) are, were, or have been deceived, misled, or confused due to Leapfrog's Safety Grade publication.
41. All data sets, charts, patient records, or internal evaluations showing Your hospital's performance on the following patient safety measures:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
42. Documents sufficient to indicate all adverse patient events at Your hospital where the cause of the adverse event was found to be related to one or more of the following:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
43. All Documents You contend support the statement by Your attorney, Mary Beth Maloney, in the media that Leapfrog is "a brazen pay-for-play scheme designed to line the pocket of its leaders."
44. All Documents You contend show that Leapfrog offers consulting services in exchange for better Safety Grades.
45. Any and all Board presentations, Board Committee presentations, tax returns, financial statements, or other financial documents showing Your revenue from 2020 to present.
46. All Documents You relied upon in drafting the allegations set forth in Your Complaint against Leapfrog.
47. All internal communications, reports, or memoranda discussing your hospital's market share or position relative to competitors.
48. All business plans, marketing plans, strategic plans, or presentations to investors, presentations to the board, presentations to Tenet Healthcare or presentations to any

organization executives that reference or analyze your competitors or your hospital's competitive positioning.

49. All documents relating to patient volume, market share, or patient demographics that include any comparison between your hospital and any competitor.
50. All documents reflecting or analyzing the pricing of your services in comparison to those of your competitors.
51. All consumer perception surveys, brand studies, or market research reports concerning how the consuming public views your hospital and how it compares to other hospitals in the region.
52. All communications, reports, studies or analyses concerning your hospital's reputation or brand image in the marketplace.
53. All documents concerning efforts to enhance or protect your hospital's reputation or public image, including public relations strategies, media outreach, or reputation management plans whether related to this this Lawsuit or not.
54. All communications with public relations firms, marketing agencies, or consultants related to the hospital's image, reputation, or consumer perception.
55. All documents concerning any awards, rankings, or ratings received by your hospital, and any comparisons between such recognition and that of your competitors.
56. All documents relating to or evidencing any reputational harm you allege resulted from Defendant's conduct, including internal reports, meeting minutes, or correspondence.
57. All documents relating to any decrease in patient volume, revenue, referrals, or public engagement caused by any and all legal issues impacting Tenet Healthcare including but not limited to accusations of fraudulent billing practices, criminal and civil claims for defrauding Medicaid by paying kickbacks for patient referrals, and false claims act violations.
58. All documents, including but not limited to press releases, public statements, or media responses issued in relation to lawsuits, investigations, or negative media reports concerning any lawsuits filed against your hospital within the past ten (10) years that received media coverage or were likely to affect public perception.
59. All media coverage (including online, print, broadcast, and social media) referring to alleged misconduct, litigation, or regulatory scrutiny involving your hospital.
60. All documents provided to or received from any public relations firm, consultant, or crisis management expert regarding the hospital's response to any negative publicity, whether related to this Lawsuit or not.

61. All expert reports, studies, or analyses prepared by or for you quantifying or assessing any reputational damage allegedly sustained as a result of Defendant's conduct.
62. Any and all documents in any way reflecting any employee surveys at Your hospital or at the Tenet Healthcare corporate level that were conducted or commissions to assess perceptions of patient safety at Your hospital.
63. Any and all documents related in any way to union actions and/or collective bargaining reflecting patient safety concerns.
64. Any and all documents and communications in any way reflecting allegations and/or claims by Your hospital or against Your hospital related in any way to allegations of violations of the Florida Unfair and Deceptive Trade Practices Act.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit E-4

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**DEFENDANT THE LEAPFROG GROUP'S FIRST SET OF REQUESTS
FOR PRODUCTION TO ST. MARY'S MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP ("Leapfrog"), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Requests for Production, pursuant to Federal Rule of Civil Procedure 34 and the Parties' Joint Discovery Plan, to be answered by the Plaintiff, ST. MARY'S MEDICAL CENTER ("St. Mary's"), within fourteen (14) days after service hereof. In responding to these Requests for Production, St. Mary's is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) "Defendant", "Leapfrog", or "TLG" refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) "Plaintiffs" or "the Plaintiff Hospitals" refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary's Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “St. Mary’s”, “St. Mary’s Medical Center”, “Plaintiff”, “You”, or “Your” refers to St. Mary’s Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek the production of documents and things as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after producing documents and things, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any document or thing is not produced based on a claim of privilege, or if Plaintiff contends a document or thing is otherwise exempt from discovery, Plaintiff shall provide Defendant with a privilege log in compliance with Rule 26(b)(5) of the Federal Rules of Civil Procedure.

(s) If Plaintiff objects to any Request as overly broad or unduly burdensome, Plaintiff shall produce those documents and/or things that are unobjectionable and specifically identify the respect in which the request is allegedly overly broad or burdensome.

(t) If Plaintiff is aware that any document or thing responsive to any Request once existed but has been destroyed, or is no longer available for production, Plaintiff shall identify who destroyed it, why it was destroyed, and the circumstances under which it was destroyed or is no longer available.

(u) Respond to each of the Requests separately. Identify any Document responsive to any request as being responsive to the specific request at issue. If the same Document is responsive to more than one request, identify all requests to which it is responsive.

(v) To the extent requests contained herein do not identify a specific time frame for the request, the request shall be treated as a request for materials dating back to January 1, 2020.

REQUESTS FOR PRODUCTION

Leapfrog requests that Plaintiffs specifically identify and produce the following documents:

1. All Documents identified in Plaintiffs' initial disclosures.
2. All Documents (including but not limited to correspondence) You have exchanged with the individuals identified in your initial disclosures.
3. All Documents exchanged between You and any other Plaintiff in any way related to Leapfrog, the Hospital Safety Grade and/or the Hospital Survey.
4. All Documents, including electronically stored information, that are responsive to, or which Plaintiff relied upon or consulted in providing responses to any set of interrogatories served in this Lawsuit.

5. All Documents that You contend reflect, reference, or support any claim that Leapfrog engaged in false, deceptive, or misleading conduct.
6. All Documents supporting Your claim that Leapfrog's published Hospital Safety Grade(s) are false, misleading, or defamatory.
7. All Documents (including but not limited to correspondence) exchanged between You and employees or agents of Plaintiffs that in any way relate to the allegations contained in the Lawsuit.
8. All Documents, including but not limited to electronically stored information, that relate to any item of damages for which you intend to seek recovery in this Lawsuit.
9. All Documents and recorded communications, including electronically stored information, not otherwise produced in response to these Requests, which You intend to offer as exhibits at any hearing or in support of any motion in this Lawsuit.
10. All curriculum vitae and reports of expert witnesses Plaintiffs or their counsel have retained in this case including all documents provided to or received from any expert witness who Plaintiffs or his counsel have engaged, retained, or consulted with in this proceeding.
11. All internal communications or memoranda discussing Leapfrog's Hospital Safety Grades and/or Hospital Survey, including your reactions, criticisms, and interpretations, as well as any draft or final communications circulated for consideration to be sent to Leapfrog regarding said Grades.
12. All presentations, Documents, and communications You have provided to Board members, shareholders, investors or potential investors of Tenet Healthcare which discuss or reference patient safety and quality in Your hospital, including but not limited to rankings and/or grades related to Your patient safety.
13. Documents sufficient to show all litigation from the past five years against You or a physician with whom Your hospital is affiliated for medical malpractice.
14. All Documents and communications related to any reports You have made to the National Practitioners Data Base.
15. All Documents and communications You have received related to patient complaints regarding the services You have provided and/or services provided by any physician, nurse, pharmacist, specialist, or any other employee or independent contractor affiliated with Your hospital.
16. All Documents and communications You have exchanged with any group purchasing organization ("GPO"), including but not limited to HealthTrust Performance Group relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.

17. All Documents and communications You have exchanged with the Palm Beach Health Network relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.
18. All Documents that support Your claim that Your patients or potential patients relied on Leapfrog's statements or representations when deciding where to seek medical care.
19. All Documents that reflect or support the economic damages You claim to have suffered because of Defendants' Safety Grades and related websites.
20. All Documents relating to Your hospital's performance on publications providing ratings or evaluations of Your hospital by other organizations including but not limited to ratings or evaluations of Your hospital's patient safety performance and of overall quality of Your hospital's healthcare services.
21. All communications You have had with, and Documents you have received from, third parties (including nonprivileged communications with attorneys, media, advocacy groups, public relations groups, or government agencies) regarding Leapfrog, its websites, or this lawsuit.
22. All Documents You intend to rely on to support your claims in this litigation, including exhibits, charts, or summaries that show the effects of the scoring methodology on the Plaintiff hospitals patient volume, lives under management, referrals, and/or market growth.
23. All Documents showing complaints about patient safety or quality of healthcare services You have received from patients or potential patients.
24. Any and all Documents that you have shared with other organizations which evaluate healthcare performance (including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News, Newsweek, Statista, Definitive Healthcare, and any other benchmarking entity).
25. All Documents relating to any prior complaints or legal claims made by You involving consumer products or false advertising in the past ten years.
26. All documents related to Your efforts to mitigate damages allegedly resulting from Leapfrog Safety Grade and associated websites.
27. All Documents You reviewed, received, or created concerning any legal or regulatory investigation into Leapfrog or the scoring methodology, Hospital Survey, Safety Grade, and/or imputed metrics.
28. All documents describing Your hospital's patient safety data, outcomes, or metrics for the grading period(s) at issue.

29. All communications between You and any Leapfrog representative regarding the Safety Grade and/or the Hospital Survey.
30. All public statements (including press releases, web pages, or social media posts) made by You in response to Leapfrog's Safety Grade.
31. All Documents You contend show that patients or potential patients relied on Leapfrog's Safety Grades when making a decision to receive or not receive healthcare services at one or more of Plaintiffs' hospitals.
32. All communications with third-party analysts of consumer harm, consumer groups, or accreditation agencies relating to Leapfrog or its grading system.
33. All documents showing patient admissions, revenues, and quality ratings You claim were harmed as a result of Leapfrog's Safety Grade publication.
34. All documents and communications with accreditor, state and/or federal agency, the Centers for Medicare & Medicaid Services (CMS), or any other regulatory agencies (e.g., Centers for Disease Control & Prevention, state health departments/agencies, local health departments/agencies, The Joint Commission), Vizient and/or Premier relating to patient safety at Your hospital, including but not limited to state or federal actions and sanctions for violations of the conditions of participation and any documents from any of these organizations comparing Your hospital on patient safety outcomes with other hospitals nationally, statewide and/or among similar cohort of hospitals..
35. All communications with the public, media, or internal staff concerning plans to contest, clarify, or discredit Leapfrog's Safety Grade for Your hospital.
36. All Documents reflecting any formal or informal grievance or complaint process You initiated in response to Leapfrog's Safety Grade for Your hospital, as well as any draft or final outcomes, mitigation plans, future process changes, root cause analyses, etc..
37. All drafts, final versions, and redlines of any the complaint in this case to the extent such documents were shared with any third party prior to the complaint's filing, and all communications regarding the same, including but not limited to the sharing of any non-filed complaint with any media outlet by You or any agent of Yours.
38. All Documents You contend support Your claim that Leapfrog's Safety Grade has caused you reputational harm or economic injury.
39. All Documents reflecting Your efforts to change or correct Leapfrog's Safety Grade (including but not limited to appeals, data submissions, or correspondence regarding the same).
40. All Documents that You contend show that third parties (including but not limited to patients, staff, and hospital stakeholders) are, were, or have been deceived, misled, or

confused due to Leapfrog's Safety Grade publication.

41. All data sets, charts, patient records, or internal evaluations showing Your hospital's performance on the following patient safety measures:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
42. Documents sufficient to indicate all adverse patient events at Your hospital where the cause of the adverse event was found to be related to one or more of the following:
 - A. Computerized Physician Order Entry
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43. All Documents You contend support the statement by Your attorney, Mary Beth Maloney, in the media that Leapfrog is "a brazen pay-for-play scheme designed to line the pocket of its leaders."
44. All Documents You contend show that Leapfrog offers consulting services in exchange for better Safety Grades.
45. Any and all Board presentations, Board Committee presentations, tax returns, financial statements, or other financial documents showing Your revenue from 2020 to present.
46. All Documents You relied upon in drafting the allegations set forth in Your Complaint against Leapfrog.
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48. All business plans, marketing plans, strategic plans, or presentations to investors, presentations to the board, presentations to Tenet Healthcare or presentations to any organization executives that reference or analyze your competitors or your hospital's competitive positioning.
49. All documents relating to patient volume, market share, or patient demographics that include any comparison between your hospital and any competitor.

50. All documents reflecting or analyzing the pricing of your services in comparison to those of your competitors.
51. All consumer perception surveys, brand studies, or market research reports concerning how the consuming public views your hospital and how it compares to other hospitals in the region.
52. All communications, reports, studies or analyses concerning your hospital's reputation or brand image in the marketplace.
53. All documents concerning efforts to enhance or protect your hospital's reputation or public image, including public relations strategies, media outreach, or reputation management plans whether related to this this Lawsuit or not.
54. All communications with public relations firms, marketing agencies, or consultants related to the hospital's image, reputation, or consumer perception.
55. All documents concerning any awards, rankings, or ratings received by your hospital, and any comparisons between such recognition and that of your competitors.
56. All documents relating to or evidencing any reputational harm you allege resulted from Defendant's conduct, including internal reports, meeting minutes, or correspondence.
57. All documents relating to any decrease in patient volume, revenue, referrals, or public engagement caused by any and all legal issues impacting Tenet Healthcare including but not limited to accusations of fraudulent billing practices, criminal and civil claims for defrauding Medicaid by paying kickbacks for patient referrals, and false claims act violations.
58. All documents, including but not limited to press releases, public statements, or media responses issued in relation to lawsuits, investigations, or negative media reports concerning any lawsuits filed against your hospital within the past ten (10) years that received media coverage or were likely to affect public perception.
59. All media coverage (including online, print, broadcast, and social media) referring to alleged misconduct, litigation, or regulatory scrutiny involving your hospital.
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61. All expert reports, studies, or analyses prepared by or for you quantifying or assessing any reputational damage allegedly sustained as a result of Defendant's conduct.
62. Any and all documents in any way reflecting any employee surveys at Your hospital or at the Tenet Healthcare corporate level that were conducted or commissions to assess perceptions of patient safety at Your hospital.

63. Any and all documents related in any way to union actions and/or collective bargaining reflecting patient safety concerns.
64. Any and all documents and communications in any way reflecting allegations and/or claims by Your hospital or against Your hospital related in any way to allegations of violations of the Florida Unfair and Deceptive Trade Practices Act.

Dated: July 11, 2025

Respectfully submitted,

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Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

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By: /s/ Kimberly E. Blair

Exhibit E-5

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF REQUESTS
FOR PRODUCTION TO WEST BOCA MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Requests for Production, pursuant to Federal Rule of Civil Procedure 34 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, WEST BOCA MEDICAL CENTER (“West Boca”), within fourteen (14) days after service hereof. In responding to these Requests for Production, West Boca is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “West Boca”, “West Boca Medical Center”, “Plaintiff”, “You”, or “Your” refers to West Boca Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek the production of documents and things as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after producing documents and things, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any document or thing is not produced based on a claim of privilege, or if Plaintiff contends a document or thing is otherwise exempt from discovery, Plaintiff shall provide Defendant with a privilege log in compliance with Rule 26(b)(5) of the Federal Rules of Civil Procedure.

(s) If Plaintiff objects to any Request as overly broad or unduly burdensome, Plaintiff shall produce those documents and/or things that are unobjectionable and specifically identify the respect in which the request is allegedly overly broad or burdensome.

(t) If Plaintiff is aware that any document or thing responsive to any Request once existed but has been destroyed, or is no longer available for production, Plaintiff shall identify who destroyed it, why it was destroyed, and the circumstances under which it was destroyed or is no longer available.

(u) Respond to each of the Requests separately. Identify any Document responsive to any request as being responsive to the specific request at issue. If the same Document is responsive to more than one request, identify all requests to which it is responsive.

(v) To the extent requests contained herein do not identify a specific time frame for the request, the request shall be treated as a request for materials dating back to January 1, 2020.

REQUESTS FOR PRODUCTION

Leapfrog requests that Plaintiffs specifically identify and produce the following documents:

1. All Documents identified in Plaintiffs' initial disclosures.
2. All Documents (including but not limited to correspondence) You have exchanged with the individuals identified in your initial disclosures.
3. All Documents exchanged between You and any other Plaintiff in any way related to Leapfrog, the Hospital Safety Grade and/or the Hospital Survey.
4. All Documents, including electronically stored information, that are responsive to, or which Plaintiff relied upon or consulted in providing responses to any set of interrogatories served in this Lawsuit.

5. All Documents that You contend reflect, reference, or support any claim that Leapfrog engaged in false, deceptive, or misleading conduct.
6. All Documents supporting Your claim that Leapfrog's published Hospital Safety Grade(s) are false, misleading, or defamatory.
7. All Documents (including but not limited to correspondence) exchanged between You and employees or agents of Plaintiffs that in any way relate to the allegations contained in the Lawsuit.
8. All Documents, including but not limited to electronically stored information, that relate to any item of damages for which you intend to seek recovery in this Lawsuit.
9. All Documents and recorded communications, including electronically stored information, not otherwise produced in response to these Requests, which You intend to offer as exhibits at any hearing or in support of any motion in this Lawsuit.
10. All curriculum vitae and reports of expert witnesses Plaintiffs or their counsel have retained in this case including all documents provided to or received from any expert witness who Plaintiffs or his counsel have engaged, retained, or consulted with in this proceeding.
11. All internal communications or memoranda discussing Leapfrog's Hospital Safety Grades and/or Hospital Survey, including your reactions, criticisms, and interpretations, as well as any draft or final communications circulated for consideration to be sent to Leapfrog regarding said Grades.
12. All presentations, Documents, and communications You have provided to Board members, shareholders, investors or potential investors of Tenet Healthcare which discuss or reference patient safety and quality in Your hospital, including but not limited to rankings and/or grades related to Your patient safety.
13. Documents sufficient to show all litigation from the past five years against You or a physician with whom Your hospital is affiliated for medical malpractice.
14. All Documents and communications related to any reports You have made to the National Practitioners Data Base.
15. All Documents and communications You have received related to patient complaints regarding the services You have provided and/or services provided by any physician, nurse, pharmacist, specialist, or any other employee or independent contractor affiliated with Your hospital.
16. All Documents and communications You have exchanged with any group purchasing organization ("GPO"), including but not limited to HealthTrust Performance Group relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.

17. All Documents and communications You have exchanged with the Palm Beach Health Network relating to Leapfrog, its hospital survey, and its Hospital Safety Grades.
18. All Documents that support Your claim that Your patients or potential patients relied on Leapfrog's statements or representations when deciding where to seek medical care.
19. All Documents that reflect or support the economic damages You claim to have suffered because of Defendants' Safety Grades and related websites.
20. All Documents relating to Your hospital's performance on publications providing ratings or evaluations of Your hospital by other organizations including but not limited to ratings or evaluations of Your hospital's patient safety performance and of overall quality of Your hospital's healthcare services.
21. All communications You have had with, and Documents you have received from, third parties (including nonprivileged communications with attorneys, media, advocacy groups, public relations groups, or government agencies) regarding Leapfrog, its websites, or this lawsuit.
22. All Documents You intend to rely on to support your claims in this litigation, including exhibits, charts, or summaries that show the effects of the scoring methodology on the Plaintiff hospitals patient volume, lives under management, referrals, and/or market growth.
23. All Documents showing complaints about patient safety or quality of healthcare services You have received from patients or potential patients.
24. Any and all Documents that you have shared with other organizations which evaluate healthcare performance (including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News, Newsweek, Statista, Definitive Healthcare, and any other benchmarking entity).
25. All Documents relating to any prior complaints or legal claims made by You involving consumer products or false advertising in the past ten years.
26. All documents related to Your efforts to mitigate damages allegedly resulting from Leapfrog Safety Grade and associated websites.
27. All Documents You reviewed, received, or created concerning any legal or regulatory investigation into Leapfrog or the scoring methodology, Hospital Survey, Safety Grade, and/or imputed metrics.
28. All documents describing Your hospital's patient safety data, outcomes, or metrics for the grading period(s) at issue.

29. All communications between You and any Leapfrog representative regarding the Safety Grade and/or the Hospital Survey.
30. All public statements (including press releases, web pages, or social media posts) made by You in response to Leapfrog's Safety Grade.
31. All Documents You contend show that patients or potential patients relied on Leapfrog's Safety Grades when making a decision to receive or not receive healthcare services at one or more of Plaintiffs' hospitals.
32. All communications with third-party analysts of consumer harm, consumer groups, or accreditation agencies relating to Leapfrog or its grading system.
33. All documents showing patient admissions, revenues, and quality ratings You claim were harmed as a result of Leapfrog's Safety Grade publication.
34. All documents and communications with accreditor, state and/or federal agency, the Centers for Medicare & Medicaid Services (CMS), or any other regulatory agencies (e.g., Centers for Disease Control & Prevention, state health departments/agencies, local health departments/agencies, The Joint Commission), Vizient and/or Premier relating to patient safety at Your hospital, including but not limited to state or federal actions and sanctions for violations of the conditions of participation and any documents from any of these organizations comparing Your hospital on patient safety outcomes with other hospitals nationally, statewide and/or among similar cohort of hospitals..
35. All communications with the public, media, or internal staff concerning plans to contest, clarify, or discredit Leapfrog's Safety Grade for Your hospital.
36. All Documents reflecting any formal or informal grievance or complaint process You initiated in response to Leapfrog's Safety Grade for Your hospital, as well as any draft or final outcomes, mitigation plans, future process changes, root cause analyses, etc..
37. All drafts, final versions, and redlines of any the complaint in this case to the extent such documents were shared with any third party prior to the complaint's filing, and all communications regarding the same, including but not limited to the sharing of any non-filed complaint with any media outlet by You or any agent of Yours.
38. All Documents You contend support Your claim that Leapfrog's Safety Grade has caused you reputational harm or economic injury.
39. All Documents reflecting Your efforts to change or correct Leapfrog's Safety Grade (including but not limited to appeals, data submissions, or correspondence regarding the same).
40. All Documents that You contend show that third parties (including but not limited to patients, staff, and hospital stakeholders) are, were, or have been deceived, misled, or

confused due to Leapfrog's Safety Grade publication.

41. All data sets, charts, patient records, or internal evaluations showing Your hospital's performance on the following patient safety measures:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
42. Documents sufficient to indicate all adverse patient events at Your hospital where the cause of the adverse event was found to be related to one or more of the following:
 - A. Computerized Physician Order Entry
 - B. Bar Code Medication Administration
 - C. ICU Physician Staffing
 - D. Hand Hygiene
43. All Documents You contend support the statement by Your attorney, Mary Beth Maloney, in the media that Leapfrog is "a brazen pay-for-play scheme designed to line the pocket of its leaders."
44. All Documents You contend show that Leapfrog offers consulting services in exchange for better Safety Grades.
45. Any and all Board presentations, Board Committee presentations, tax returns, financial statements, or other financial documents showing Your revenue from 2020 to present.
46. All Documents You relied upon in drafting the allegations set forth in Your Complaint against Leapfrog.
47. All internal communications, reports, or memoranda discussing your hospital's market share or position relative to competitors.
48. All business plans, marketing plans, strategic plans, or presentations to investors, presentations to the board, presentations to Tenet Healthcare or presentations to any organization executives that reference or analyze your competitors or your hospital's competitive positioning.
49. All documents relating to patient volume, market share, or patient demographics that include any comparison between your hospital and any competitor.

50. All documents reflecting or analyzing the pricing of your services in comparison to those of your competitors.
51. All consumer perception surveys, brand studies, or market research reports concerning how the consuming public views your hospital and how it compares to other hospitals in the region.
52. All communications, reports, studies or analyses concerning your hospital's reputation or brand image in the marketplace.
53. All documents concerning efforts to enhance or protect your hospital's reputation or public image, including public relations strategies, media outreach, or reputation management plans whether related to this this Lawsuit or not.
54. All communications with public relations firms, marketing agencies, or consultants related to the hospital's image, reputation, or consumer perception.
55. All documents concerning any awards, rankings, or ratings received by your hospital, and any comparisons between such recognition and that of your competitors.
56. All documents relating to or evidencing any reputational harm you allege resulted from Defendant's conduct, including internal reports, meeting minutes, or correspondence.
57. All documents relating to any decrease in patient volume, revenue, referrals, or public engagement caused by any and all legal issues impacting Tenet Healthcare including but not limited to accusations of fraudulent billing practices, criminal and civil claims for defrauding Medicaid by paying kickbacks for patient referrals, and false claims act violations.
58. All documents, including but not limited to press releases, public statements, or media responses issued in relation to lawsuits, investigations, or negative media reports concerning any lawsuits filed against your hospital within the past ten (10) years that received media coverage or were likely to affect public perception.
59. All media coverage (including online, print, broadcast, and social media) referring to alleged misconduct, litigation, or regulatory scrutiny involving your hospital.
60. All documents provided to or received from any public relations firm, consultant, or crisis management expert regarding the hospital's response to any negative publicity, whether related to this Lawsuit or not.
61. All expert reports, studies, or analyses prepared by or for you quantifying or assessing any reputational damage allegedly sustained as a result of Defendant's conduct.
62. Any and all documents in any way reflecting any employee surveys at Your hospital or at the Tenet Healthcare corporate level that were conducted or commissions to assess perceptions of patient safety at Your hospital.

63. Any and all documents related in any way to union actions and/or collective bargaining reflecting patient safety concerns.
64. Any and all documents and communications in any way reflecting allegations and/or claims by Your hospital or against Your hospital related in any way to allegations of violations of the Florida Unfair and Deceptive Trade Practices Act.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit F-1

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendants.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF
INTERROGATORIES TO GOOD SAMARITAN MEDICAL CENTER, INC.**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Interrogatories, pursuant to Federal Rule of Civil Procedure 26 and 33 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, GOOD SAMARITAN MEDICAL CENTER, INC., within fourteen (14) days after service hereof. In responding to these Interrogatories, Plaintiff is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “Good Samaritan”, “GSMC”, “Plaintiff”, “You”, or “Your” refers to Good Samaritan Medical Center, Inc., one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek information as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after issuing answers, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any Interrogatory is objected to in whole or in part, Plaintiff shall state with specificity the reasons for the objection.

(s) Unless otherwise indicated, these Interrogatories cover the period of January 1, 2020, to the present.

INTERROGATORIES

1. State the full name, address, job title or position, and hospital or employer affiliation of all individuals that assisted with responding to these interrogatories.
2. Identify every individual not identified in Your Rule 26(a) initial disclosures with knowledge of facts pertaining to the allegations in Your Complaint in this Lawsuit (and any subsequent amendments) and/or whom You believe may have discoverable knowledge, information or data regarding this matter, including those who You expect to call as a fact or opinion witness at any hearing in this proceeding or whose testimony (by affidavit, deposition or testimony) You intended to submit in connection with this proceeding, and the substance of his/her testimony or affidavit, and, with respect to each person identified, provide:
 - A. full name,
 - B. address,
 - C. telephone number,
 - D. job title or position,
 - E. hospital or employer affiliation,
 - F. and describe in detail the facts possessed by each such person.
3. Describe in detail all factual bases for Your contention that Leapfrog's published Safety Grade for Your hospital was false, inaccurate, misleading, deceptive, or unfair. In so answering, identify with particularity each measure, data point, or metric that You contend was inaccurately reported, calculated, or misrepresented by Leapfrog in calculating the Safety Grade for Your hospital.
4. Describe the scoring or grading methodology You believe Leapfrog should have used to assess Your hospital's patient safety performance and explain why that method would yield a different result.

5. State whether You submitted any data, corrections, or appeals to Leapfrog regarding the Safety Grade Your hospital received, and for each such submission, identify the date of the submission, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the submission, and the content of the submission.
6. State whether You provided any comment or input in any form during Leapfrog's requests for public comments for planned updates to the Leapfrog Hospital Safety Grade methodology that was proposed for the calculation of Hospital Safety Grades (including but not limited to for the Fall 2024 methodology update). If yes, please identify the date of the comment, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the comment and the content of the comment. If no, please state the reason why You chose not to comment.
7. Describe all actions Your hospital took in response to (or in deciding not to respond to) its Safety Grade or the Hospital Survey, including internal meetings, media statements, or public relations efforts. In so answering, state the date of the action, the individuals involved in the action and the content of the action.
8. Identify any and all persons, whether internal or external (e.g., patients, vendors, affiliates, parents, agents, partners, media) with whom You communicated in any way with respect to the Safety Grade or the Hospital Survey. In so answering, state the date of the communication, the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.) and the content of the communication.
9. Describe all instances in which a third party declined to contract with, refer patients to, or work with Your hospital, where Leapfrog's grade was cited or discussed. In so identifying list the name of the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.), the date of the communication and the content of the communication.
10. Describe with specificity the basis for each and every category of damage You claim You incurred as a result of the Leapfrog Safety Grade. In so identifying, list each category of damages and the dollar value of each category of damage You claim.
11. Identify all adverse patient events which occurred at Your hospital, including any citations received from regulatory agencies, accrediting agencies, and third party payors such as The Joint Commission, CMS, state health departments, etc. during the period covered by each Leapfrog Safety Grade publication of which You complain (i.e., Fall 2024, Fall 2025, etc.), as well as any complaints received from patients regarding the same.
12. Describe in detail how Your hospital compares nationally on on any other ranking of patient safety performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News,

Newsweek, Statista, Definitive Healthcare, or any other quality benchmarking entity including benchmarking on patient safety including on adverse events and on healthcare-acquired infections.

13. Describe any steps taken by Your hospital to improve any and all of the patient safety measures considered by Leapfrog's Hospital Safety Grade (as set forth on Leapfrog's published scoring methodology documents; see ECF No. 21-3 at 6-10; ECF No. 21-43 at 6-9), before and after each Safety Grade publication of which You complain.
14. State whether You are aware of specific patients who have relied on the Leapfrog Safety Grade in declining to receive healthcare services at Your hospital. In so answering, identify the individual patient that declined to receive services, the date of such declination, the type of service the patient declined to receive, the medium for the communication from the patient (i.e. telephone, video conference, email, letter, etc.), the content of the communication, and the reason given for the stated decision.
15. Describe any effort Your hospital has made to influence public perception of Your hospital's performance on patient safety following the publication of the Leapfrog Safety Grade.
16. Describe the due diligence Your hospital undertakes to ensure the accuracy of its own publicly reported safety data (including but not limited to data submitted to CMS, the CDC, and third party organizations).
17. Describe in detail how You communicate to the shareholders, board members, collective bargaining representatives and investors of Tenet Healthcare System the outcome of any and all healthcare safety ratings, evaluative publications, studies, or performance analyses that Your Hospital receives.
18. State whether the compensation of Your Chief Executive Officer or any other executive-level leadership officers is tied to or related in any way to Your hospital's performance on patient safety, union worker contracts or Your hospital's ratings by third party ratings organizations' ratings publications (including but not limited to the Leapfrog Hospital Safety Grade).
19. Identify all hospitals, medical centers, or healthcare systems that you consider to be your direct competitors within the relevant geographic market during the time period covered by the Complaint and describe in detail the criteria you use to determine whether another hospital or healthcare provider is a competitor.
20. State and describe the results of any market analysis, competitive analysis, or consumer perception surveys you have conducted or commissioned regarding your competitors from 2020 to present, and identify the individuals or entities that prepared or participated in such analyses.

21. Identify with specificity any comments or concerns raised by any third party payor, bank or lender, or investor related to Your hospital's reputation and/or public perception on issues in any way involving patient safety or satisfaction.
22. Identify and describe any complaints, concerns, or comments from patients, community members, or referring physicians that relate to the hospital's reputation or comparisons to other hospitals in the region.
23. List with specific detail each and every concern, complaint or comment made by any union, collective bargaining unit or employee association in any way related to patient safety at Your hospital.
24. Identify any and all criticism You have received since 2020 from Tenet Healthcare Corporation and/or from any individual executive of Tenet Healthcare Corporation regarding Your hospital's performance in any way.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit F-2

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendants.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF
INTERROGATORIES TO DELRAY MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Interrogatories, pursuant to Federal Rule of Civil Procedure 26 and 33 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, DELRAY MEDICAL CENTER within fourteen (14) days after service hereof. In responding to these Interrogatories, Plaintiff is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “Delray”, “Delray Medical Center”, “Plaintiff”, “You”, or “Your” refers to Delray Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek information as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after issuing answers, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any Interrogatory is objected to in whole or in part, Plaintiff shall state with specificity the reasons for the objection.

(s) Unless otherwise indicated, these Interrogatories cover the period of January 1, 2020, to the present.

INTERROGATORIES

1. State the full name, address, job title or position, and hospital or employer affiliation of all individuals that assisted with responding to these interrogatories.
2. Identify every individual not identified in Your Rule 26(a) initial disclosures with knowledge of facts pertaining to the allegations in Your Complaint in this Lawsuit (and any subsequent amendments) and/or whom You believe may have discoverable knowledge, information or data regarding this matter, including those who You expect to call as a fact or opinion witness at any hearing in this proceeding or whose testimony (by affidavit, deposition or testimony) You intended to submit in connection with this proceeding, and the substance of his/her testimony or affidavit, and, with respect to each person identified, provide:
 - A. full name,
 - B. address,
 - C. telephone number,
 - D. job title or position,
 - E. hospital or employer affiliation,
 - F. and describe in detail the facts possessed by each such person.
3. Describe in detail all factual bases for Your contention that Leapfrog's published Safety Grade for Your hospital was false, inaccurate, misleading, deceptive, or unfair. In so answering, identify with particularity each measure, data point, or metric that You contend was inaccurately reported, calculated, or misrepresented by Leapfrog in calculating the Safety Grade for Your hospital.
4. Describe the scoring or grading methodology You believe Leapfrog should have used to assess Your hospital's patient safety performance and explain why that method would yield a different result.

5. State whether You submitted any data, corrections, or appeals to Leapfrog regarding the Safety Grade Your hospital received, and for each such submission, identify the date of the submission, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the submission, and the content of the submission.
6. State whether You provided any comment or input in any form during Leapfrog's requests for public comments for planned updates to the Leapfrog Hospital Safety Grade methodology that was proposed for the calculation of Hospital Safety Grades (including but not limited to for the Fall 2024 methodology update). If yes, please identify the date of the comment, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the comment and the content of the comment. If no, please state the reason why You chose not to comment.
7. Describe all actions Your hospital took in response to (or in deciding not to respond to) its Safety Grade or the Hospital Survey, including internal meetings, media statements, or public relations efforts. In so answering, state the date of the action, the individuals involved in the action and the content of the action.
8. Identify any and all persons, whether internal or external (e.g., patients, vendors, affiliates, parents, agents, partners, media) with whom You communicated in any way with respect to the Safety Grade or the Hospital Survey. In so answering, state the date of the communication, the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.) and the content of the communication.
9. Describe all instances in which a third party declined to contract with, refer patients to, or work with Your hospital, where Leapfrog's grade was cited or discussed. In so identifying list the name of the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.), the date of the communication and the content of the communication.
10. Describe with specificity the basis for each and every category of damage You claim You incurred as a result of the Leapfrog Safety Grade. In so identifying, list each category of damages and the dollar value of each category of damage You claim.
11. Identify all adverse patient events which occurred at Your hospital, including any citations received from regulatory agencies, accrediting agencies, and third party payors such as The Joint Commission, CMS, state health departments, etc. during the period covered by each Leapfrog Safety Grade publication of which You complain (i.e., Fall 2024, Fall 2025, etc.), as well as any complaints received from patients regarding the same.
12. Describe in detail how Your hospital compares nationally on on any other ranking of patient safety performance, including but not limited to Vizient, Inc., Premier, Inc.,

HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News, Newsweek, Statista, Definitive Healthcare, or any other quality benchmarking entity including benchmarking on patient safety including on adverse events and on healthcare-acquired infections.

13. Describe any steps taken by Your hospital to improve any and all of the patient safety measures considered by Leapfrog's Hospital Safety Grade (as set forth on Leapfrog's published scoring methodology documents; see ECF No. 21-3 at 6-10; ECF No. 21-43 at 6-9), before and after each Safety Grade publication of which You complain.
14. State whether You are aware of specific patients who have relied on the Leapfrog Safety Grade in declining to receive healthcare services at Your hospital. In so answering, identify the individual patient that declined to receive services, the date of such declination, the type of service the patient declined to receive, the medium for the communication from the patient (i.e. telephone, video conference, email, letter, etc.), the content of the communication, and the reason given for the stated decision.
15. Describe any effort Your hospital has made to influence public perception of Your hospital's performance on patient safety following the publication of the Leapfrog Safety Grade.
16. Describe the due diligence Your hospital undertakes to ensure the accuracy of its own publicly reported safety data (including but not limited to data submitted to CMS, the CDC, and third party organizations).
17. Describe in detail how You communicate to the shareholders, board members, collective bargaining representatives and investors of Tenet Healthcare System the outcome of any and all healthcare safety ratings, evaluative publications, studies, or performance analyses that Your Hospital receives.
18. State whether the compensation of Your Chief Executive Officer or any other executive-level leadership officers is tied to or related in any way to Your hospital's performance on patient safety, union worker contracts or Your hospital's ratings by third party ratings organizations' ratings publications (including but not limited to the Leapfrog Hospital Safety Grade).
19. Identify all hospitals, medical centers, or healthcare systems that you consider to be your direct competitors within the relevant geographic market during the time period covered by the Complaint and describe in detail the criteria you use to determine whether another hospital or healthcare provider is a competitor.
20. State and describe the results of any market analysis, competitive analysis, or consumer perception surveys you have conducted or commissioned regarding your competitors from 2020 to present, and identify the individuals or entities that prepared or participated in such analyses.

21. Identify with specificity any comments or concerns raised by any third party payor, bank or lender, or investor related to Your hospital's reputation and/or public perception on issues in any way involving patient safety or satisfaction.
22. Identify and describe any complaints, concerns, or comments from patients, community members, or referring physicians that relate to the hospital's reputation or comparisons to other hospitals in the region.
23. List with specific detail each and every concern, complaint or comment made by any union, collective bargaining unit or employee association in any way related to patient safety at Your hospital.
24. Identify any and all criticism You have received since 2020 from Tenet Healthcare Corporation and/or from any individual executive of Tenet Healthcare Corporation regarding Your hospital's performance in any way.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit F-3

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendants.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF
INTERROGATORIES TO PALM BEACH GARDENS MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Interrogatories, pursuant to Federal Rule of Civil Procedure 26 and 33 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, PALM BEACH GARDENS MEDICAL CENTER, within fourteen (14) days after service hereof. In responding to these Interrogatories, Plaintiff is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “Palm Beach Gardens”, “Palm Beach Gardens Medical Center”, “Plaintiff”, “You”, or “Your” refers to Palm Beach Gardens Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek information as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after issuing answers, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any Interrogatory is objected to in whole or in part, Plaintiff shall state with specificity the reasons for the objection.

(s) Unless otherwise indicated, these Interrogatories cover the period of January 1, 2020, to the present.

INTERROGATORIES

1. State the full name, address, job title or position, and hospital or employer affiliation of all individuals that assisted with responding to these interrogatories.
2. Identify every individual not identified in Your Rule 26(a) initial disclosures with knowledge of facts pertaining to the allegations in Your Complaint in this Lawsuit (and any subsequent amendments) and/or whom You believe may have discoverable knowledge, information or data regarding this matter, including those who You expect to call as a fact or opinion witness at any hearing in this proceeding or whose testimony (by affidavit, deposition or testimony) You intended to submit in connection with this proceeding, and the substance of his/her testimony or affidavit, and, with respect to each person identified, provide:
 - A. full name,
 - B. address,
 - C. telephone number,
 - D. job title or position,
 - E. hospital or employer affiliation,
 - F. and describe in detail the facts possessed by each such person.
3. Describe in detail all factual bases for Your contention that Leapfrog's published Safety Grade for Your hospital was false, inaccurate, misleading, deceptive, or unfair. In so answering, identify with particularity each measure, data point, or metric that You contend was inaccurately reported, calculated, or misrepresented by Leapfrog in calculating the Safety Grade for Your hospital.
4. Describe the scoring or grading methodology You believe Leapfrog should have used to assess Your hospital's patient safety performance and explain why that method would yield a different result.

5. State whether You submitted any data, corrections, or appeals to Leapfrog regarding the Safety Grade Your hospital received, and for each such submission, identify the date of the submission, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the submission, and the content of the submission.
6. State whether You provided any comment or input in any form during Leapfrog's requests for public comments for planned updates to the Leapfrog Hospital Safety Grade methodology that was proposed for the calculation of Hospital Safety Grades (including but not limited to for the Fall 2024 methodology update). If yes, please identify the date of the comment, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the comment and the content of the comment. If no, please state the reason why You chose not to comment.
7. Describe all actions Your hospital took in response to (or in deciding not to respond to) its Safety Grade or the Hospital Survey, including internal meetings, media statements, or public relations efforts. In so answering, state the date of the action, the individuals involved in the action and the content of the action.
8. Identify any and all persons, whether internal or external (e.g., patients, vendors, affiliates, parents, agents, partners, media) with whom You communicated in any way with respect to the Safety Grade or the Hospital Survey. In so answering, state the date of the communication, the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.) and the content of the communication.
9. Describe all instances in which a third party declined to contract with, refer patients to, or work with Your hospital, where Leapfrog's grade was cited or discussed. In so identifying list the name of the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.), the date of the communication and the content of the communication.
10. Describe with specificity the basis for each and every category of damage You claim You incurred as a result of the Leapfrog Safety Grade. In so identifying, list each category of damages and the dollar value of each category of damage You claim.
11. Identify all adverse patient events which occurred at Your hospital, including any citations received from regulatory agencies, accrediting agencies, and third party payors such as The Joint Commission, CMS, state health departments, etc. during the period covered by each Leapfrog Safety Grade publication of which You complain (i.e., Fall 2024, Fall 2025, etc.), as well as any complaints received from patients regarding the same.
- 12.

13. Describe in detail how Your hospital compares nationally on on any other ranking of patient safety performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News, Newsweek, Statista, Definitive Healthcare, or any other quality benchmarking entity including benchmarking on patient safety including on adverse events and on healthcare-acquired infections.
14. Describe any steps taken by Your hospital to improve any and all of the patient safety measures considered by Leapfrog's Hospital Safety Grade (as set forth on Leapfrog's published scoring methodology documents; see ECF No. 21-3 at 6-10; ECF No. 21-43 at 6-9), before and after each Safety Grade publication of which You complain.
15. State whether You are aware of specific patients who have relied on the Leapfrog Safety Grade in declining to receive healthcare services at Your hospital. In so answering, identify the individual patient that declined to receive services, the date of such declination, the type of service the patient declined to receive, the medium for the communication from the patient (i.e. telephone, video conference, email, letter, etc.), the content of the communication, and the reason given for the stated decision.
16. Describe any effort Your hospital has made to influence public perception of Your hospital's performance on patient safety following the publication of the Leapfrog Safety Grade.
17. Describe the due diligence Your hospital undertakes to ensure the accuracy of its own publicly reported safety data (including but not limited to data submitted to CMS, the CDC, and third party organizations).
18. Describe in detail how You communicate to the shareholders, board members, collective bargaining representatives and investors of Tenet Healthcare System the outcome of any and all healthcare safety ratings, evaluative publications, studies, or performance analyses that Your Hospital receives.
19. State whether the compensation of Your Chief Executive Officer or any other executive-level leadership officers is tied to or related in any way to Your hospital's performance on patient safety, union worker contracts or Your hospital's ratings by third party ratings organizations' ratings publications (including but not limited to the Leapfrog Hospital Safety Grade).
20. Identify all hospitals, medical centers, or healthcare systems that you consider to be your direct competitors within the relevant geographic market during the time period covered by the Complaint and describe in detail the criteria you use to determine whether another hospital or healthcare provider is a competitor.
21. State and describe the results of any market analysis, competitive analysis, or consumer perception surveys you have conducted or commissioned regarding your competitors

from 2020 to present, and identify the individuals or entities that prepared or participated in such analyses.

22. Identify with specificity any comments or concerns raised by any third party payor, bank or lender, or investor related to Your hospital's reputation and/or public perception on issues in any way involving patient safety or satisfaction.
23. Identify and describe any complaints, concerns, or comments from patients, community members, or referring physicians that relate to the hospital's reputation or comparisons to other hospitals in the region.
24. List with specific detail each and every concern, complaint or comment made by any union, collective bargaining unit or employee association in any way related to patient safety at Your hospital.
25. Identify any and all criticism You have received since 2020 from Tenet Healthcare Corporation and/or from any individual executive of Tenet Healthcare Corporation regarding Your hospital's performance in any way.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit F-4

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendants.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF
INTERROGATORIES TO ST. MARY’S MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Interrogatories, pursuant to Federal Rule of Civil Procedure 26 and 33 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, ST. MARY’S MEDICAL CENTER, within fourteen (14) days after service hereof. In responding to these Interrogatories, Plaintiff is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “St. Mary’s”, “St. Mary’s Medical Center”, “Plaintiff”, “You”, or “Your” refers to St. Mary’s Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek information as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after issuing answers, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any Interrogatory is objected to in whole or in part, Plaintiff shall state with specificity the reasons for the objection.

(s) Unless otherwise indicated, these Interrogatories cover the period of January 1, 2020, to the present.

INTERROGATORIES

1. State the full name, address, job title or position, and hospital or employer affiliation of all individuals that assisted with responding to these interrogatories.
2. Identify every individual not identified in Your Rule 26(a) initial disclosures with knowledge of facts pertaining to the allegations in Your Complaint in this Lawsuit (and any subsequent amendments) and/or whom You believe may have discoverable knowledge, information or data regarding this matter, including those who You expect to call as a fact or opinion witness at any hearing in this proceeding or whose testimony (by affidavit, deposition or testimony) You intended to submit in connection with this proceeding, and the substance of his/her testimony or affidavit, and, with respect to each person identified, provide:
 - A. full name,
 - B. address,
 - C. telephone number,
 - D. job title or position,
 - E. hospital or employer affiliation,
 - F. and describe in detail the facts possessed by each such person.
3. Describe in detail all factual bases for Your contention that Leapfrog's published Safety Grade for Your hospital was false, inaccurate, misleading, deceptive, or unfair. In so answering, identify with particularity each measure, data point, or metric that You contend was inaccurately reported, calculated, or misrepresented by Leapfrog in calculating the Safety Grade for Your hospital.
4. Describe the scoring or grading methodology You believe Leapfrog should have used to assess Your hospital's patient safety performance and explain why that method would yield a different result.

5. State whether You submitted any data, corrections, or appeals to Leapfrog regarding the Safety Grade Your hospital received, and for each such submission, identify the date of the submission, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the submission, and the content of the submission.
6. State whether You provided any comment or input in any form during Leapfrog's requests for public comments for planned updates to the Leapfrog Hospital Safety Grade methodology that was proposed for the calculation of Hospital Safety Grades (including but not limited to for the Fall 2024 methodology update). If yes, please identify the date of the comment, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the comment and the content of the comment. If no, please state the reason why You chose not to comment.
7. Describe all actions Your hospital took in response to (or in deciding not to respond to) its Safety Grade or the Hospital Survey, including internal meetings, media statements, or public relations efforts. In so answering, state the date of the action, the individuals involved in the action and the content of the action.
8. Identify any and all persons, whether internal or external (e.g., patients, vendors, affiliates, parents, agents, partners, media) with whom You communicated in any way with respect to the Safety Grade or the Hospital Survey. In so answering, state the date of the communication, the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.) and the content of the communication.
9. Describe all instances in which a third party declined to contract with, refer patients to, or work with Your hospital, where Leapfrog's grade was cited or discussed. In so identifying list the name of the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.), the date of the communication and the content of the communication.
10. Describe with specificity the basis for each and every category of damage You claim You incurred as a result of the Leapfrog Safety Grade. In so identifying, list each category of damages and the dollar value of each category of damage You claim.
11. Identify all adverse patient events which occurred at Your hospital, including any citations received from regulatory agencies, accrediting agencies, and third party payors such as The Joint Commission, CMS, state health departments, etc. during the period covered by each Leapfrog Safety Grade publication of which You complain (i.e., Fall 2024, Fall 2025, etc.), as well as any complaints received from patients regarding the same.
12. Describe in detail how Your hospital compares nationally on on any other ranking of patient safety performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News,

Newsweek, Statista, Definitive Healthcare, or any other quality benchmarking entity including benchmarking on patient safety including on adverse events and on healthcare-acquired infections.

13. Describe any steps taken by Your hospital to improve any and all of the patient safety measures considered by Leapfrog's Hospital Safety Grade (as set forth on Leapfrog's published scoring methodology documents; see ECF No. 21-3 at 6-10; ECF No. 21-43 at 6-9), before and after each Safety Grade publication of which You complain.
14. State whether You are aware of specific patients who have relied on the Leapfrog Safety Grade in declining to receive healthcare services at Your hospital. In so answering, identify the individual patient that declined to receive services, the date of such declination, the type of service the patient declined to receive, the medium for the communication from the patient (i.e. telephone, video conference, email, letter, etc.), the content of the communication, and the reason given for the stated decision.
15. Describe any effort Your hospital has made to influence public perception of Your hospital's performance on patient safety following the publication of the Leapfrog Safety Grade.
16. Describe the due diligence Your hospital undertakes to ensure the accuracy of its own publicly reported safety data (including but not limited to data submitted to CMS, the CDC, and third party organizations).
17. Describe in detail how You communicate to the shareholders, board members, collective bargaining representatives and investors of Tenet Healthcare System the outcome of any and all healthcare safety ratings, evaluative publications, studies, or performance analyses that Your Hospital receives.
18. State whether the compensation of Your Chief Executive Officer or any other executive-level leadership officers is tied to or related in any way to Your hospital's performance on patient safety, union worker contracts or Your hospital's ratings by third party ratings organizations' ratings publications (including but not limited to the Leapfrog Hospital Safety Grade).
19. Identify all hospitals, medical centers, or healthcare systems that you consider to be your direct competitors within the relevant geographic market during the time period covered by the Complaint and describe in detail the criteria you use to determine whether another hospital or healthcare provider is a competitor.
20. State and describe the results of any market analysis, competitive analysis, or consumer perception surveys you have conducted or commissioned regarding your competitors from 2020 to present, and identify the individuals or entities that prepared or participated in such analyses.

21. Identify with specificity any comments or concerns raised by any third party payor, bank or lender, or investor related to Your hospital's reputation and/or public perception on issues in any way involving patient safety or satisfaction.
22. Identify and describe any complaints, concerns, or comments from patients, community members, or referring physicians that relate to the hospital's reputation or comparisons to other hospitals in the region.
23. List with specific detail each and every concern, complaint or comment made by any union, collective bargaining unit or employee association in any way related to patient safety at Your hospital.
24. Identify any and all criticism You have received since 2020 from Tenet Healthcare Corporation and/or from any individual executive of Tenet Healthcare Corporation regarding Your hospital's performance in any way.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

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Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

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By: /s/ Kimberly E. Blair

Exhibit F-5

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendants.	)	

**DEFENDANT THE LEAPFROG GROUP’S FIRST SET OF
INTERROGATORIES TO WEST BOCA MEDICAL CENTER**

Defendant, THE LEAPFROG GROUP (“Leapfrog”), by and through its attorneys, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, hereby propounds the following Interrogatories, pursuant to Federal Rule of Civil Procedure 26 and 33 and the Parties’ Joint Discovery Plan, to be answered by the Plaintiff, WEST BOCA MEDICAL CENTER, within fourteen (14) days after service hereof. In responding to these Interrogatories, Plaintiff is instructed to refer to the definitions and instructions set forth below.

INSTRUCTIONS AND DEFINITIONS

As used herein, the following apply:

(a) “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(b) “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.

(c) “West Boca”, “West Boca Medical Center”, “Plaintiff”, “You”, or “Your” refers to West Boca Medical Center, one of the plaintiffs in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(d) “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

(e) “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

(f) “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

(g) “Hospital Survey”, “Leapfrog Survey” or “Survey” refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the “Leapfrog Hospital Survey” page of Leapfrog’s website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

(h) The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

(i) As used herein, “communication” means any oral, written, electronic, or other transfer of information, ideas, opinions or thoughts by any means, from or to any person, entity or thing.

(j) The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

(k) The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

(l) The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

(m) The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

(n) The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these Interrogatories any information which may otherwise be construed to be outside their scope.

(o) All words and phrases in these discovery requests shall be construed in the single or plural number, and as masculine, feminine or neutral gender, according to the context, as necessary to bring within the scope of the Interrogatories any information which may otherwise be construed to be outside their scope.

(p) If any Interrogatory or Request calls for information, communication or documents for which a claim of privilege is asserted, provide all of the following information for each such instance:

- (1) Type of document;
- (2) The author of the document;
- (3) Sufficient information concerning the identity, nature and subject matters of the document, so that the propriety of the claim of privilege may be presented for determination by the Court;
- (4) The date of the document;
- (5) The portion of the document to which the stated privilege is alleged to apply;
- (6) The basis for asserting the claim of privilege and the substantive ground on which the document is withheld;
- (7) The last known custodian of the document and the present location of the document;
- (8) Attachments to the document;
- (9) The number of pages comprising the document; and
- (10) Whether the document is handwritten or typewritten.

(q) These Requests seek information as of the date on which Plaintiff responds; however, the Requests shall be deemed continuing and must be supplemented as required by the Federal Rules of Civil Procedure. If, after issuing answers, Plaintiff becomes aware of any further document(s), thing(s), or information responsive to these Requests, Plaintiff is required to produce such additional documents, things, and/or information to Defendant promptly upon acquiring possession of such.

(r) If any Interrogatory is objected to in whole or in part, Plaintiff shall state with specificity the reasons for the objection.

(s) Unless otherwise indicated, these Interrogatories cover the period of January 1, 2020, to the present.

INTERROGATORIES

1. State the full name, address, job title or position, and hospital or employer affiliation of all individuals that assisted with responding to these interrogatories.
2. Identify every individual not identified in Your Rule 26(a) initial disclosures with knowledge of facts pertaining to the allegations in Your Complaint in this Lawsuit (and any subsequent amendments) and/or whom You believe may have discoverable knowledge, information or data regarding this matter, including those who You expect to call as a fact or opinion witness at any hearing in this proceeding or whose testimony (by affidavit, deposition or testimony) You intended to submit in connection with this proceeding, and the substance of his/her testimony or affidavit, and, with respect to each person identified, provide:
 - A. full name,
 - B. address,
 - C. telephone number,
 - D. job title or position,
 - E. hospital or employer affiliation,
 - F. and describe in detail the facts possessed by each such person.
3. Describe in detail all factual bases for Your contention that Leapfrog's published Safety Grade for Your hospital was false, inaccurate, misleading, deceptive, or unfair. In so answering, identify with particularity each measure, data point, or metric that You contend was inaccurately reported, calculated, or misrepresented by Leapfrog in calculating the Safety Grade for Your hospital.
4. Describe the scoring or grading methodology You believe Leapfrog should have used to assess Your hospital's patient safety performance and explain why that method would yield a different result.

5. State whether You submitted any data, corrections, or appeals to Leapfrog regarding the Safety Grade Your hospital received, and for each such submission, identify the date of the submission, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the submission, and the content of the submission.
6. State whether You provided any comment or input in any form during Leapfrog's requests for public comments for planned updates to the Leapfrog Hospital Safety Grade methodology that was proposed for the calculation of Hospital Safety Grades (including but not limited to for the Fall 2024 methodology update). If yes, please identify the date of the comment, the medium of the submission (i.e. telephone, video conference, email, letter, etc.), who was involved in the comment and the content of the comment. If no, please state the reason why You chose not to comment.
7. Describe all actions Your hospital took in response to (or in deciding not to respond to) its Safety Grade or the Hospital Survey, including internal meetings, media statements, or public relations efforts. In so answering, state the date of the action, the individuals involved in the action and the content of the action.
8. Identify any and all persons, whether internal or external (e.g., patients, vendors, affiliates, parents, agents, partners, media) with whom You communicated in any way with respect to the Safety Grade or the Hospital Survey. In so answering, state the date of the communication, the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.) and the content of the communication.
9. Describe all instances in which a third party declined to contract with, refer patients to, or work with Your hospital, where Leapfrog's grade was cited or discussed. In so identifying list the name of the individuals involved in the communication, the medium of the communication (i.e. telephone, video conference, email, letter, etc.), the date of the communication and the content of the communication.
10. Describe with specificity the basis for each and every category of damage You claim You incurred as a result of the Leapfrog Safety Grade. In so identifying, list each category of damages and the dollar value of each category of damage You claim.
11. Identify all adverse patient events which occurred at Your hospital, including any citations received from regulatory agencies, accrediting agencies, and third party payors such as The Joint Commission, CMS, state health departments, etc. during the period covered by each Leapfrog Safety Grade publication of which You complain (i.e., Fall 2024, Fall 2025, etc.), as well as any complaints received from patients regarding the same.
12. Describe in detail how Your hospital compares nationally on on any other ranking of patient safety performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, The Joint Commission, HealthGrades, US News,

Newsweek, Statista, Definitive Healthcare, or any other quality benchmarking entity including benchmarking on patient safety including on adverse events and on healthcare-acquired infections.

13. Describe any steps taken by Your hospital to improve any and all of the patient safety measures considered by Leapfrog's Hospital Safety Grade (as set forth on Leapfrog's published scoring methodology documents; see ECF No. 21-3 at 6-10; ECF No. 21-43 at 6-9), before and after each Safety Grade publication of which You complain.
14. State whether You are aware of specific patients who have relied on the Leapfrog Safety Grade in declining to receive healthcare services at Your hospital. In so answering, identify the individual patient that declined to receive services, the date of such declination, the type of service the patient declined to receive, the medium for the communication from the patient (i.e. telephone, video conference, email, letter, etc.), the content of the communication, and the reason given for the stated decision.
15. Describe any effort Your hospital has made to influence public perception of Your hospital's performance on patient safety following the publication of the Leapfrog Safety Grade.
16. Describe the due diligence Your hospital undertakes to ensure the accuracy of its own publicly reported safety data (including but not limited to data submitted to CMS, the CDC, and third party organizations).
17. Describe in detail how You communicate to the shareholders, board members, collective bargaining representatives and investors of Tenet Healthcare System the outcome of any and all healthcare safety ratings, evaluative publications, studies, or performance analyses that Your Hospital receives.
18. State whether the compensation of Your Chief Executive Officer or any other executive-level leadership officers is tied to or related in any way to Your hospital's performance on patient safety, union worker contracts or Your hospital's ratings by third party ratings organizations' ratings publications (including but not limited to the Leapfrog Hospital Safety Grade).
19. Identify all hospitals, medical centers, or healthcare systems that you consider to be your direct competitors within the relevant geographic market during the time period covered by the Complaint and describe in detail the criteria you use to determine whether another hospital or healthcare provider is a competitor.
20. State and describe the results of any market analysis, competitive analysis, or consumer perception surveys you have conducted or commissioned regarding your competitors from 2020 to present, and identify the individuals or entities that prepared or participated in such analyses.

21. Identify with specificity any comments or concerns raised by any third party payor, bank or lender, or investor related to Your hospital's reputation and/or public perception on issues in any way involving patient safety or satisfaction.
22. Identify and describe any complaints, concerns, or comments from patients, community members, or referring physicians that relate to the hospital's reputation or comparisons to other hospitals in the region.
23. List with specific detail each and every concern, complaint or comment made by any union, collective bargaining unit or employee association in any way related to patient safety at Your hospital.
24. Identify any and all criticism You have received since 2020 from Tenet Healthcare Corporation and/or from any individual executive of Tenet Healthcare Corporation regarding Your hospital's performance in any way.

Dated: July 11, 2025

Respectfully submitted,

/s/ Kimberly E. Blair

Kimberly E. Blair *Pro Hac Vice*

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

Thomas K. Duff *Pro Hac Vice*

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312.821.6139 (Direct)

312.704.0550 (Main)

(312) 259-6414 (Cell)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

The undersigned hereby certified that a true and correct copy of the foregoing was served on July 11, 2025 upon counsel for Plaintiffs via email:

Michael Pineiro
Daniel Rashbaum
Brandon S. Sloch
Marcus Neiman Rashbaum & Pineiro LLP
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Mary Beth Maloney (*pro hac vice*)
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Betty X. Yang
Scott K. Kvidt
Gibson, Dunn & Crutcher LLP
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Dallas, TX 75201
byanog@gibsondunn.com
shvidt@gibsondunn.com

By: /s/ Kimberly E. Blair

Exhibit G-1

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**NOTICE OF TAKING IN-PERSON VIDEOTAPED DEPOSITION OF SHERI
MONTGOMERY, INDIVIDUALLY, AND PURSUANT TO RULE 30(b)(6) TO GOOD
SAMARITAN MEDICAL CENTER, INC.**

PLEASE TAKE NOTICE that pursuant to Rules 30 and 30(b)(6), Federal Rules of Civil Procedure, the undersigned for the Defendants will take the deposition of Sheri Montgomery, individually, and as the Corporate Representative of Good Samaritan Medical Center, Inc. (“Good Samaritan”) upon oral examination at the location and on the date indicated:

Deponent Name	Location	Date and Time
Sheri Montgomery, individually, and as the Corporate Representative of Good Samaritan Medical Center, Inc.	Wilson, Elser, Edelman & Dicker, LLP 515 North Flagler Drive, Suite 350 West Palm Beach, FL 33401 Tel: 312.821.6139 Fax: 312.704.1522	August 29, 2025 9:00 AM

The deposition will be taken upon oral examination before Veritext Legal Solutions, Official Court Reporters, or a Notary Public, in and for the State of Florida at Large, or some other officer fully authorized by law to take the deposition. The deposition testimony will be recorded by a stenographer and videotaped by a videographer. The deposition will continue from day to day

until completed. The deposition shall be taken for any and all purposes allowable under the Federal Rules of Civil Procedure.

Date: August 1, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

2063 Main Street - Suite 100

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Jura.Zibas@wilsonelser.com

Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of August 2025 a true and correct copy of the foregoing document has been served by mail to the following:

MARCUS NEIMAN RASHBAUM &
PINEIRO LLP

By: /s Brandon S. Floch

Jeffrey E. Marcus

Florida Bar No.: 310890

Michael Pineiro

Florida Bar No.: 41897

Daniel Rashbaum

Florida Bar No.: 75084

Brandon S. Floch

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Betty X. Yang (pro hac vice)

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Email: byang@gibsondunn.com Email:

shvidt@gibsondunn.com

Attorneys for the Plaintiff Hospitals

s/ Kimberly E. Blair

Kimberly E. Blair

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

The following definitions shall apply to each and every request contained herein:

1. “Complaint” means the Complaint filed by Plaintiffs in the above-captioned matter in the United States District Court for the Southern District of Florida, West Palm Beach Division on or about April 30, 2025. *See generally*, Doc. 1.

2. “You,” “Your,” or “Plaintiff” means Plaintiff, Good Samaritan Medical Center, Inc., and any of its current or former business and/or creative partners, associates, employees, interns, draftsmen, managers, agents, vendors, servants, representatives, corporate alter egos and all other persons acting or purporting to act with, for, or on his behalf, including but not limited to collaborators, consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity, unless specifically stated otherwise.

3. “Defendant” means defendants, The Leapfrog Group, a not-for-profit corporation incorporated in the District of Columbia.

4. “Parties” means Plaintiffs and Defendant.

5. The terms “and” and “or” shall each be construed broadly and shall each mean “and” or “or” or “and” and “or” wherever such meaning broadens the meaning of the sentence of phrase.

6. “Concerning” means relating to, referring to, reflecting, describing, evidencing, interpreting, consisting of, pertaining to, regarding, or constituting, in whole or in part, directly or indirectly, the matter identified.

7. The terms “relate to,” “relates to,” “relating to,” and “related to” shall mean and include: refer, reflect, discuss, show, constitute or be in any way logically or factually connected

with the matter discussed.

8. “Document” includes all written, graphic matter, handwriting, typewriting, audio or video tape recordings, however produced or reproduced, of every kind and description, including but not limited to, the original and each copy thereof which is non-identical by reason of any mark, change, or other cause or reason whatsoever, of all correspondence, records, reports, memoranda, notes, facsimiles, messages and message books, telephone logs, memoranda of telephone conversations, publications, books, brochures, booklets, manuals, flyers, leaflets, contracts, memoranda of agreement, books of account, ledgers, journals, working papers, records or summaries of personal interviews or conversations, appointment calendars, diaries, receipts, invoices, billing statements, files, tapes, discs, drives, data cards, films, data processing files and all other computer-readable records or programs, including any and all drafts or non-identical copies thereof. Documents in electronic or digital form stored in any format, discs, drives, data, cards, data processing files and other computer-readable records or programs must be produced in reasonably usable form (e.g., by printing or “downloading” such documents onto paper). In addition, all electronic documents must be produced in native electronic format on a DVD or CD or other common, easily- readable storage device. (The word “writing” may be used synonymously herein in place of “document.”)

9. “Communication” means any and all oral or written contact between two or more persons including, without limitation, any meetings, conferences, face-to-face conversations, telephone, teleconference, video conference, voice mail, audio recording, video recording, mails, electronic transmissions, electronic mail (email), text messaging, instant messaging (IM), facsimile or any other forms of oral or written communications by any other medium.

10. When used in reference to a person, the term “identify” shall mean to state the full

name and job title of such person and, in the event such person is currently not an employee of Plaintiff, such person's last known residence address and telephone number.

11. When used in reference to a Document, the term "identify" shall mean to state the date the Document bears, if any, its author(s), location, and a brief description of its form (e.g., memorandum, e-mail, letter, etc.) and contents, as well as the identity of the person(s) known to have possession, custody, or control over the Document.

12. "Safety Grade" or "Hospital Safety Grade" refers to the "letter grade Leapfrog bi-annually assigns to general hospitals in the United States," as described on the Frequently Asked Questions page of Leapfrog's website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

13. "Scoring Methodology" or "Methodology" refers to the measures, data, and scoring Leapfrog uses to assign Hospital Safety Grades, as described on Leapfrog's website: <https://www.hospitalsafetygrade.org/media/file/Safety-Grade-Scoring-Methodology-Fall-2024.pdf>.

14. "Hospital Survey", "Leapfrog Survey" or "Survey" refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the "Leapfrog Hospital Survey" page of Leapfrog's website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

MATTERS FOR EXAMINATION

1. All facts that support the claims raised against Defendant in the Complaint.
2. Plaintiff's initial disclosures served in the above-styled action.
3. Plaintiff's responses to Defendant's discovery requests, including interrogatories and request for production.

4. Plaintiff's policies and procedures for compliance with Plaintiff's patient safety plans.

5. Plaintiff's policies and procedures for compliance with reporting mandated by the Centers for Medicare and Medicaid Services ("CMS").

6. Plaintiff's policies and procedures for practices to prevent errors, including but not limited to Computerized Physician Order Entry, Bar Code Medication Administration, ICU Physician Staffing, and Hygiene.

7. Facts related to Plaintiff's allegations that Leapfrog is a "Pay-to-Play Scheme."

8. Plaintiff's decisions regarding Your participation in the Leapfrog Survey.

9. Plaintiff's scores for measures included in the Methodology and Safety Grades.

10. Safety Grades for Plaintiff's Hospital.

11. Plaintiff's formal or informal grievance or complaint process You may have initiated in response to Leapfrog's Safety Grade.

12. Plaintiff's claim for damages in the Complaint related to loss of revenue.

13. Plaintiff's claim for damages in the Complaint related to harm to Your reputation.

14. Plaintiff's claim for damages in the Complaint related to harm to Your goodwill.

15. Facts related to reports Plaintiff received from patients that they decided not to use Palm Beach Gardens Medical Center due to Leapfrog's Safety Grade.

16. Facts related to direct inquiries Plaintiff received from patients regarding their concerns about Leapfrog Safety Grades.

17. Complaints or reports filed against Plaintiff with the Agency for Health Care Administration ("AHCA").

18. Complaints or reports filed against Plaintiff with the Joint Commission.

19. Complaints or reports filed against Plaintiff with the Florida Department of Health.
20. Complaints or reports filed against Plaintiff with the Health Care Administration.
21. Plaintiff's communications with Defendant regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.
22. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.
23. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.
24. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.
25. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient referrals.
26. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.
27. Plaintiff's participation in consumer perception surveys or market research reports concerning how the public views Plaintiff and how it compares to other competing hospitals.
28. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.
29. Complaints or legal claims made against Plaintiff involving consumer products or false advertising.

Exhibit G-2

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**NOTICE OF TAKING IN-PERSON VIDEOTAPED DEPOSITION OF HEATHER
HAVERICAK, INDIVIDUALLY, AND PURSUANT TO RULE 30(b)(6) TO DELRAY
MEDICAL CENTER, INC.**

PLEASE TAKE NOTICE that pursuant to Rules 30 and 30(b)(6), Federal Rules of Civil Procedure, the undersigned for the Defendants will take the deposition of Heather Havericak, individually, and as the Corporate Representative of Delray Medical Center, Inc. (“Delray”) upon oral examination at the location and on the date indicated:

Deponent Name	Location	Date and Time
Heather Havericak, individually, and as the Corporate Representative of Delray Medical Center, Inc.	Wilson, Elser, Edelman & Dicker, LLP 515 North Flagler Drive, Suite 350 West Palm Beach, FL 33401 Tel: 312.821.6139 Fax: 312.704.1522	August 27, 2025 9:00 AM

The deposition will be taken upon oral examination before Veritext Legal Solutions, Official Court Reporters, or a Notary Public, in and for the State of Florida at Large, or some other officer fully authorized by law to take the deposition. The deposition testimony will be recorded by a stenographer and videotaped by a videographer. The deposition will continue from day to day

until completed. The deposition shall be taken for any and all purposes allowable under the Federal Rules of Civil Procedure.

Date: August 1, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

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Kimberly E. Blair

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Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of August 2025 a true and correct copy of the foregoing document has been served by mail to the following:

MARCUS NEIMAN RASHBAUM &
PINEIRO LLP

By: /s/ Brandon S. Floch

Jeffrey E. Marcus

Florida Bar No.: 310890

Michael Pineiro

Florida Bar No.: 41897

Daniel Rashbaum

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shvidt@gibsondunn.com

Attorneys for the Plaintiff Hospitals

s/ Kimberly E. Blair

Kimberly E. Blair

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

The following definitions shall apply to each and every request contained herein:

1. “Complaint” means the Complaint filed by Plaintiffs in the above-captioned matter in the United States District Court for the Southern District of Florida, West Palm Beach Division on or about April 30, 2025. *See generally*, Doc. 1.

2. “You,” “Your,” or “Plaintiff” means Plaintiff, Delray Medical Center, Inc., and any of its current or former business and/or creative partners, associates, employees, interns, draftsmen, managers, agents, vendors, servants, representatives, corporate alter egos and all other persons acting or purporting to act with, for, or on his behalf, including but not limited to collaborators, consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity, unless specifically stated otherwise.

3. “Defendant” means defendants, The Leapfrog Group, a not-for-profit corporation incorporated in the District of Columbia.

4. “Parties” means Plaintiffs and Defendant.

5. The terms “and” and “or” shall each be construed broadly and shall each mean “and” or “or” or “and” and “or” wherever such meaning broadens the meaning of the sentence of phrase.

6. “Concerning” means relating to, referring to, reflecting, describing, evidencing, interpreting, consisting of, pertaining to, regarding, or constituting, in whole or in part, directly or indirectly, the matter identified.

7. The terms “relate to,” “relates to,” “relating to,” and “related to” shall mean and include: refer, reflect, discuss, show, constitute or be in any way logically or factually connected

with the matter discussed.

8. “Document” includes all written, graphic matter, handwriting, typewriting, audio or video tape recordings, however produced or reproduced, of every kind and description, including but not limited to, the original and each copy thereof which is non-identical by reason of any mark, change, or other cause or reason whatsoever, of all correspondence, records, reports, memoranda, notes, facsimiles, messages and message books, telephone logs, memoranda of telephone conversations, publications, books, brochures, booklets, manuals, flyers, leaflets, contracts, memoranda of agreement, books of account, ledgers, journals, working papers, records or summaries of personal interviews or conversations, appointment calendars, diaries, receipts, invoices, billing statements, files, tapes, discs, drives, data cards, films, data processing files and all other computer-readable records or programs, including any and all drafts or non-identical copies thereof. Documents in electronic or digital form stored in any format, discs, drives, data, cards, data processing files and other computer-readable records or programs must be produced in reasonably usable form (e.g., by printing or “downloading” such documents onto paper). In addition, all electronic documents must be produced in native electronic format on a DVD or CD or other common, easily- readable storage device. (The word “writing” may be used synonymously herein in place of “document.”)

9. “Communication” means any and all oral or written contact between two or more persons including, without limitation, any meetings, conferences, face-to-face conversations, telephone, teleconference, video conference, voice mail, audio recording, video recording, mails, electronic transmissions, electronic mail (email), text messaging, instant messaging (IM), facsimile or any other forms of oral or written communications by any other medium.

10. When used in reference to a person, the term “identify” shall mean to state the full

name and job title of such person and, in the event such person is currently not an employee of Plaintiff, such person's last known residence address and telephone number.

11. When used in reference to a Document, the term "identify" shall mean to state the date the Document bears, if any, its author(s), location, and a brief description of its form (e.g., memorandum, e-mail, letter, etc.) and contents, as well as the identity of the person(s) known to have possession, custody, or control over the Document.

12. "Safety Grade" or "Hospital Safety Grade" refers to the "letter grade Leapfrog bi-annually assigns to general hospitals in the United States," as described on the Frequently Asked Questions page of Leapfrog's website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

13. "Scoring Methodology" or "Methodology" refers to the measures, data, and scoring Leapfrog uses to assign Hospital Safety Grades, as described on Leapfrog's website: <https://www.hospitalsafetygrade.org/media/file/Safety-Grade-Scoring-Methodology-Fall-2024.pdf>.

14. "Hospital Survey", "Leapfrog Survey" or "Survey" refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the "Leapfrog Hospital Survey" page of Leapfrog's website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

MATTERS FOR EXAMINATION

1. All facts that support the claims raised against Defendant in the Complaint.
2. Plaintiff's initial disclosures served in the above-styled action.
3. Plaintiff's responses to Defendant's discovery requests, including interrogatories and request for production.

4. Plaintiff's policies and procedures for compliance with Plaintiff's patient safety plans.

5. Plaintiff's policies and procedures for compliance with reporting mandated by the Centers for Medicare and Medicaid Services ("CMS").

6. Plaintiff's policies and procedures for practices to prevent errors, including but not limited to Computerized Physician Order Entry, Bar Code Medication Administration, ICU Physician Staffing, and Hygiene.

7. Facts related to Plaintiff's allegations that Leapfrog is a "Pay-to-Play Scheme."

8. Plaintiff's decisions regarding Your participation in the Leapfrog Survey.

9. Plaintiff's scores for measures included in the Methodology and Safety Grades.

10. Safety Grades for Plaintiff's Hospital.

11. Plaintiff's formal or informal grievance or complaint process You may have initiated in response to Leapfrog's Safety Grade.

12. Plaintiff's claim for damages in the Complaint related to loss of revenue.

13. Plaintiff's claim for damages in the Complaint related to harm to Your reputation.

14. Plaintiff's claim for damages in the Complaint related to harm to Your goodwill.

15. Facts related to reports Plaintiff received from patients that they decided not to use Palm Beach Gardens Medical Center due to Leapfrog's Safety Grade.

16. Facts related to direct inquires Plaintiff received from patients regarding their concerns about Leapfrog Safety Grades.

17. Complaints or reports filed against Plaintiff with the Agency for Health Care Administration ("AHCA").

18. Complaints or reports filed against Plaintiff with the Joint Commission.

19. Complaints or reports filed against Plaintiff with the Florida Department of Health.
20. Complaints or reports filed against Plaintiff with the Health Care Administration.
21. Plaintiff's communications with Defendant regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.
22. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.
23. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.
24. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.
25. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient referrals.
26. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.
27. Plaintiff's participation in consumer perception surveys or market research reports concerning how the public views Plaintiff and how it compares to other competing hospitals.
28. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.
29. Complaints or legal claims made against Plaintiff involving consumer products or false advertising.

Exhibit G-3

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**NOTICE OF TAKING IN-PERSON VIDEOTAPED DEPOSITION OF ERIK
CAZARES, INDIVIDUALLY, AND PURSUANT TO RULE 30(b)(6) TO PALM BEACH
GARDENS MEDICAL CENTER**

PLEASE TAKE NOTICE that pursuant to Rules 30 and 30(b)(6), Federal Rules of Civil Procedure, the undersigned for the Defendants will take the deposition of Erik Cazares, individually, and as the Corporate Representative of Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center (“Palm Beach”) upon oral examination at the location and on the date indicated:

Deponent Name	Location	Date and Time
Erik Cazares, individually, and as the Corporate Representative of Palm Beach Gardens Medical Center (“Palm Beach”)	Wilson, Elser, Edelman & Dicker, LLP 515 North Flagler Drive, Suite 350 West Palm Beach, FL 33401 Tel: 312.821.6139 Fax: 312.704.1522	August 25, 2025 9:00 AM

The deposition will be taken upon oral examination before Veritext Legal Solutions, Official Court Reporters, or a Notary Public, in and for the State of Florida at Large, or some other officer fully authorized by law to take the deposition. The deposition testimony will be recorded by a stenographer and videotaped by a videographer. The deposition will continue from day to day

until completed. The deposition shall be taken for any and all purposes allowable under the Federal Rules of Civil Procedure.

Date: August 1, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

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Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

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Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of August 2025 a true and correct copy of the foregoing document has been served by mail to the following:

MARCUS NEIMAN RASHBAUM &
PINEIRO LLP

By: /s Brandon S. Floch

Jeffrey E. Marcus

Florida Bar No.: 310890

Michael Pineiro

Florida Bar No.: 41897

Daniel Rashbaum

Florida Bar No.: 75084

Brandon S. Floch

Florida Bar #

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GIBSON, DUNN & CRUTCHER LLP

Mary Beth Maloney (pro hac vice)

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Betty X. Yang (pro hac vice)

Scott K. Hvidt (pro hac vice)

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Email: byang@gibsondunn.com Email:

shvidt@gibsondunn.com

Attorneys for the Plaintiff Hospitals

s/ Kimberly E. Blair

Kimberly E. Blair

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

The following definitions shall apply to each and every request contained herein:

1. “Complaint” means the Complaint filed by Plaintiffs in the above-captioned matter in the United States District Court for the Southern District of Florida, West Palm Beach Division on or about April 30, 2025. *See generally*, Doc. 1.

2. “You,” “Your,” or “Plaintiff” means Plaintiff, Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, and any of its current or former business and/or creative partners, associates, employees, interns, draftsmen, managers, agents, vendors, servants, representatives, corporate alter egos and all other persons acting or purporting to act with, for, or on his behalf, including but not limited to collaborators, consultants, advisors, attorneys, or any person acting in an advisory or consulting capacity, unless specifically stated otherwise.

3. “Defendant” means defendants, The Leapfrog Group, a not-for-profit corporation incorporated in the District of Columbia.

4. “Parties” means Plaintiffs and Defendant.

5. The terms “and” and “or” shall each be construed broadly and shall each mean “and” or “or” or “and” and “or” wherever such meaning broadens the meaning of the sentence of phrase.

6. “Concerning” means relating to, referring to, reflecting, describing, evidencing, interpreting, consisting of, pertaining to, regarding, or constituting, in whole or in part, directly or indirectly, the matter identified.

7. The terms “relate to,” “relates to,” “relating to,” and “related to” shall mean and include: refer, reflect, discuss, show, constitute or be in any way logically or factually connected

with the matter discussed.

8. “Document” includes all written, graphic matter, handwriting, typewriting, audio or video tape recordings, however produced or reproduced, of every kind and description, including but not limited to, the original and each copy thereof which is non-identical by reason of any mark, change, or other cause or reason whatsoever, of all correspondence, records, reports, memoranda, notes, facsimiles, messages and message books, telephone logs, memoranda of telephone conversations, publications, books, brochures, booklets, manuals, flyers, leaflets, contracts, memoranda of agreement, books of account, ledgers, journals, working papers, records or summaries of personal interviews or conversations, appointment calendars, diaries, receipts, invoices, billing statements, files, tapes, discs, drives, data cards, films, data processing files and all other computer-readable records or programs, including any and all drafts or non-identical copies thereof. Documents in electronic or digital form stored in any format, discs, drives, data, cards, data processing files and other computer-readable records or programs must be produced in reasonably usable form (e.g., by printing or “downloading” such documents onto paper). In addition, all electronic documents must be produced in native electronic format on a DVD or CD or other common, easily- readable storage device. (The word “writing” may be used synonymously herein in place of “document.”)

9. “Communication” means any and all oral or written contact between two or more persons including, without limitation, any meetings, conferences, face-to-face conversations, telephone, teleconference, video conference, voice mail, audio recording, video recording, mails, electronic transmissions, electronic mail (email), text messaging, instant messaging (IM), facsimile or any other forms of oral or written communications by any other medium.

10. When used in reference to a person, the term “identify” shall mean to state the full

name and job title of such person and, in the event such person is currently not an employee of Plaintiff, such person's last known residence address and telephone number.

11. When used in reference to a Document, the term "identify" shall mean to state the date the Document bears, if any, its author(s), location, and a brief description of its form (e.g., memorandum, e-mail, letter, etc.) and contents, as well as the identity of the person(s) known to have possession, custody, or control over the Document.

12. "Safety Grade" or "Hospital Safety Grade" refers to the "letter grade Leapfrog bi-annually assigns to general hospitals in the United States," as described on the Frequently Asked Questions page of Leapfrog's website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

13. "Scoring Methodology" or "Methodology" refers to the measures, data, and scoring Leapfrog uses to assign Hospital Safety Grades, as described on Leapfrog's website: <https://www.hospitalsafetygrade.org/media/file/Safety-Grade-Scoring-Methodology-Fall-2024.pdf>.

14. "Hospital Survey", "Leapfrog Survey" or "Survey" refers to the biannual survey administered by The Leapfrog Group to collect information on hospital performance as described on the "Leapfrog Hospital Survey" page of Leapfrog's website: <https://www.leapfroggroup.org/data-users/leapfrog-hospital-survey>.

MATTERS FOR EXAMINATION

1. All facts that support the claims raised against Defendant in the Complaint.
2. Plaintiff's initial disclosures served in the above-styled action.
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4. Plaintiff's policies and procedures for compliance with Plaintiff's patient safety plans.

5. Plaintiff's policies and procedures for compliance with reporting mandated by the Centers for Medicare and Medicaid Services ("CMS").

6. Plaintiff's policies and procedures for practices to prevent errors, including but not limited to Computerized Physician Order Entry, Bar Code Medication Administration, ICU Physician Staffing, and Hygiene.

7. Facts related to Plaintiff's allegations that Leapfrog is a "Pay-to-Play Scheme."

8. Plaintiff's decisions regarding Your participation in the Leapfrog Survey.

9. Plaintiff's scores for measures included in the Methodology and Safety Grades.

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11. Plaintiff's formal or informal grievance or complaint process You may have initiated in response to Leapfrog's Safety Grade.

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13. Plaintiff's claim for damages in the Complaint related to harm to Your reputation.

14. Plaintiff's claim for damages in the Complaint related to harm to Your goodwill.

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16. Facts related to direct inquires Plaintiff received from patients regarding their concerns about Leapfrog Safety Grades.

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19. Complaints or reports filed against Plaintiff with the Florida Department of Health.
20. Complaints or reports filed against Plaintiff with the Health Care Administration.
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22. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.
23. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.
24. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.
25. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient referrals.
26. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.
27. Plaintiff's participation in consumer perception surveys or market research reports concerning how the public views Plaintiff and how it compares to other competing hospitals.
28. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.
29. Complaints or legal claims made against Plaintiff involving consumer products or false advertising.

Exhibit G-4

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**NOTICE OF TAKING IN-PERSON VIDEOTAPED DEPOSITION OF CYNTHIA
McCAULEY, INDIVIDUALLY, AND PURSUANT TO RULE 30(b)(6) TO ST. MARY'S
MEDICAL CENTER**

PLEASE TAKE NOTICE that pursuant to Rules 30 and 30(b)(6), Federal Rules of Civil Procedure, the undersigned for the Defendants will take the deposition of Cynthia McCauley, individually, and as the Corporate Representative of St. Mary's Medical Center ("St. Mary's") upon oral examination at the location and on the date indicated:

Deponent Name	Location	Date and Time
Cynthia McCauley, individually, and as the Corporate Representative of St. Mary's Medical Center	Wilson, Elser, Edelman & Dicker, LLP 515 North Flagler Drive, Suite 350 West Palm Beach, FL 33401 Tel: 312.821.6139 Fax: 312.704.1522	August 28, 2025 9:00 AM

The deposition will be taken upon oral examination before Veritext Legal Solutions, Official Court Reporters, or a Notary Public, in and for the State of Florida at Large, or some other officer fully authorized by law to take the deposition. The deposition testimony will be recorded by a stenographer and videotaped by a videographer. The deposition will continue from day to day

until completed. The deposition shall be taken for any and all purposes allowable under the Federal Rules of Civil Procedure.

Date: August 1, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

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Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of August 2025 a true and correct copy of the foregoing document has been served by mail to the following:

MARCUS NEIMAN RASHBAUM &
PINEIRO LLP

By: /s/ Brandon S. Floch

Jeffrey E. Marcus

Florida Bar No.: 310890

Michael Pineiro

Florida Bar No.: 41897

Daniel Rashbaum

Florida Bar No.: 75084

Brandon S. Floch

Florida Bar #

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GIBSON, DUNN & CRUTCHER LLP

Mary Beth Maloney (pro hac vice)

Lee R. Crain (pro hac vice)

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Facsimile: 212.351.4035

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Email: lcrain@gibsondunn.com

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Email: byang@gibsondunn.com Email:

shvidt@gibsondunn.com

Attorneys for the Plaintiff Hospitals

s/ Kimberly E. Blair

Kimberly E. Blair

EXHIBIT A

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name and job title of such person and, in the event such person is currently not an employee of Plaintiff, such person's last known residence address and telephone number.

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MATTERS FOR EXAMINATION

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10. Safety Grades for Plaintiff's Hospital.

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12. Plaintiff's claim for damages in the Complaint related to loss of revenue.

13. Plaintiff's claim for damages in the Complaint related to harm to Your reputation.

14. Plaintiff's claim for damages in the Complaint related to harm to Your goodwill.

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17. Complaints or reports filed against Plaintiff with the Agency for Health Care Administration ("AHCA").

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22. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.
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24. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.
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27. Plaintiff's participation in consumer perception surveys or market research reports concerning how the public views Plaintiff and how it compares to other competing hospitals.
28. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.
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Exhibit G-5

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	No. 9:25-CV-80526-DMM
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

**NOTICE OF TAKING IN-PERSON VIDEOTAPED DEPOSITION OF JERAD
HANLON, INDIVIDUALLY, AND PURSUANT TO RULE 30(b)(6) TO WEST BOCA
MEDICAL CENTER, INC.**

PLEASE TAKE NOTICE that pursuant to Rules 30 and 30(b)(6), Federal Rules of Civil Procedure, the undersigned for the Defendants will take the deposition of Jerad Hanlon, individually, and as the Corporate Representative of West Boca Medical Center, Inc. (“West Boca”) upon oral examination at the location and on the date indicated:

Deponent Name	Location	Date and Time
Jerad Hanlon, individually, and as the Corporate Representative of West Boca Medical Center, Inc.	Wilson, Elser, Edelman & Dicker, LLP 515 North Flagler Drive, Suite 350 West Palm Beach, FL 33401 Tel: 312.821.6139 Fax: 312.704.1522	August 26, 2025 9:00 AM

The deposition will be taken upon oral examination before Veritext Legal Solutions, Official Court Reporters, or a Notary Public, in and for the State of Florida at Large, or some other officer fully authorized by law to take the deposition. The deposition testimony will be recorded by a stenographer and videotaped by a videographer. The deposition will continue from day to day

until completed. The deposition shall be taken for any and all purposes allowable under the Federal Rules of Civil Procedure.

Date: August 1, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

2063 Main Street - Suite 100

Sarasota FL 34237

Telephone: 941-866-8561

Fax: 941-210-5979

Jura.Zibas@wilsonelser.com

Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of August 2025 a true and correct copy of the foregoing document has been served by mail to the following:

MARCUS NEIMAN RASHBAUM &
PINEIRO LLP

By: /s/ Brandon S. Floch

Jeffrey E. Marcus

Florida Bar No.: 310890

Michael Pineiro

Florida Bar No.: 41897

Daniel Rashbaum

Florida Bar No.: 75084

Brandon S. Floch

Florida Bar #

125218 2 South Biscayne Boulevard Ste 2530

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drashbaum@mnrlawfirm.com

bfloch@mnrlawfirm.com

GIBSON, DUNN & CRUTCHER LLP

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Lee R. Crain (pro hac vice)

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shvidt@gibsondunn.com

Attorneys for the Plaintiff Hospitals

s/ Kimberly E. Blair

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Exhibit H-1

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTIONTo: BOCA NEWS NOW
10290 West Atlantic Avenue, Box 480066, Delray Beach, FL 33448

(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: See Exhibit A

Place: WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP, 2063 Main St., Suite 100, Sarasota FL 34237	Date and Time: 08/14/2025 6:00 pm
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☐ **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.

Place:	Date and Time:
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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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Jura Zibas and Kimberly E. Blair

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) The Leapfrog Group, who issues or requests this subpoena, are:
Jura Zibas, 2063 Main Street - Suite 100 Sarasota FL 34237, Jura.Zibas@wilsonelser.com, 941-866-8561

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. 9:25-CV-80526-DMM

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.

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

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

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Case No.: 9:25-cv-80526-DMM

NOTICE OF SUBPOENA TO NON-PARTY

PLEASE TAKE NOTICE Pursuant to Federal Rule of Civil Procedure 45 and Southern District of Florida Local Rule 26.1, The Leapfrog Group (“Leapfrog”) hereby demand Boca News Now to produce all Documents and Communications (as defined herein) responsive to the requests herein (the “Requests”) that are in your possession, custody, or control. All Documents and Communications responsive to the Requests shall be produced for inspection and copying at the offices of Wilson Elser Moskowitz Edelman & Dicker LLP, 2063 Main Street, Suite 100, Sarasota FL 34237, within fourteen (14) days from the date of service of these Requests, or at such other time and location as may be mutually agreed.

Date: July 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

2063 Main Street - Suite 100

Sarasota FL 34237

Telephone: 941-866-8561

Fax: 941-210-5979

Jura.Zibas@wilsonelser.com

Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

EXHIBIT A

DEFINITIONS

As used in these Requests for Production of Documents, the following apply:

1. “Boca News,” “You” and “Your” refers to Boca News Now (www.bocanewsnow.com) and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant” or “Leapfrog” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
4. “Litigation” or “Lawsuit” refers to the caption reflected on this subpoena, Good Samaritan Medical Center Inc., v. The Leapfrog Group, Case No. 9:25-cv-80526-DMM, United States District Court for the Southern District of Florida, West Palm Beach Division.
5. “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

6. The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

7. “Communication” or “communications” refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter, handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy,

facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or faceto-face communication.

8. The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

9. The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

10. The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

11. The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

12. The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Request for Production.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications between you and the Plaintiff Hospitals, included but not limited to emails, text messages, letters, memoranda and notes regarding this Lawsuit.

Request for Production Number 2:

All communications and documents exchanged between you and any person employed by or associated with Tenet, whether formal or informal, including email, text, or other written communication.

Request for Production Number 3:

Documents and communications sufficient to show when you first received notice of this lawsuit, including the date and time.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit H-2

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

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

To:

Florida Blue Health Insurance - Legal Affairs Division
4800 Deerwood Campus Parkway, Jacksonville FL 32246*(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: See Exhibit A

Place: Wilson Elser Moskowitz Edeleman & Dicker 2063 Main Street, Suite 100, Sarasota, FL 34237	Date and Time: 08/14/2025 6:00 pm
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☐ **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.

Place:	Date and Time:
--------	----------------

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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Jura Zibas and Kimberly E. Blair

Attorney's signature

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

Kimberly E. Blair, Wilson Elser Moskowitz Edelman - 2063 Main Street, Suite 100, Sarasota, FL 34237
(kimberly.blair@wilsonelser.com)

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. 9:25-CV-80526-DMM

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.

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- (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
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(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.

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- (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.
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(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

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(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
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(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
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(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.

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

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

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Case No.: 9:25-cv-80526-DMM

NOTICE OF SUBPOENA TO NON-PARTY

PLEASE TAKE NOTICE Pursuant to Federal Rule of Civil Procedure 45 and Southern District of Florida Local Rule 26.1, The Leapfrog Group (“Leapfrog”) hereby demand Florida Blue Health Insurance to produce all Documents and Communications (as defined herein) responsive to the requests herein (the “Requests”) that are in your possession, custody, or control. All Documents and Communications responsive to the Requests shall be produced for inspection and copying at the offices of Wilson Elser Moskowitz Edelman & Dicker LLP, 2063 Main Street, Suite 100, Sarasota FL 34237, within fourteen (14) days from the date of service of these Requests, or at such other time and location as may be mutually agreed.

Date: June 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

2063 Main Street - Suite 100

Sarasota FL 34237

Telephone: 941-866-8561

Fax: 941-210-5979

Jura.Zibas@wilsonelser.com

Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

EXHIBIT A
DEFINITIONS

As used in these Requests for Production of Documents, the following apply:

1. “Florida Blue Health Insurance,” “You” and “Your” refers to Florida Blue Health Insurance and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
4. “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.
5. “Litigation” or “Lawsuit” refers to the caption reflected on this subpoena, *Good Samaritan Medical Center Inc., v. The Leapfrog Group*, Case No. 9:25-cv-80526-DMM, United States District Court for the Southern District of Florida, West Palm Beach Division.

6. The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

7. “Communication” or “communications” refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter, handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy,

facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or faceto-face communication.

8. The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

9. The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

10. The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

11. The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

12. The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Request for Production.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications between the Plaintiff Hospitals and any representative, employee, or administrator of Florida Blue Health Insurance concerning Leapfrog, hospital safety grades, patient safety metrics, or public evaluations of hospital performance during the relevant time period.

Request for Production Number 2:

All grievances, complaints, or incident reports submitted by or to Florida Blue or its members relating to patient safety, infection control, adverse events, or staffing-related safety concerns at Plaintiff Hospitals during the Relevant Time Period.

Request for Production Number 3:

All grievances, complaints, or incident reports submitted to Florida Blue by Plaintiff Hospitals or regulatory bodies regarding hospital safety, staffing, or quality of care during the relevant time period.

Request for Production Number 4:

All communications and documents regarding this Lawsuit or Plaintiffs' claims.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit H-3

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTIONTo: Nurses United
201 East Kennedy Boulevard, Suite 1410 Tampa FL 33602

(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: See Exhibit A

Place: Wilson Elser Moskowitz Edeleman & Dicker 2063 Main Street, Suite 100, Sarasota, FL 34237	Date and Time: 08/14/2025 6:00 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.

Place:	Date and Time:
--------	----------------

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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Jura Zibas and Kimberly E. Blair

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) The Leapfrog Group, who issues or requests this subpoena, are:
Jura Zibas, 2063 Main Street - Suite 100 Sarasota FL 34237, Jura.Zibas@wilsonelser.com, 941-866-8561

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. 9:25-CV-80526-DMM

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.

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 9:25-cv-80526-DMM
v.	)	
	)	
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

NOTICE OF SUBPOENA TO NON-PARTY

PLEASE TAKE NOTICE Pursuant to Federal Rule of Civil Procedure 45 and Southern District of Florida Local Rule 26.1, The Leapfrog Group (“Leapfrog”) hereby demand Nurses United to produce all Documents and Communications (as defined herein) responsive to the requests herein (the “Requests”) that are in your possession, custody, or control. All Documents and Communications responsive to the Requests shall be produced for inspection and copying at the offices of Wilson Elser Moskowitz Edelman & Dicker LLP, 2063 Main Street, Suite 100, Sarasota FL 34237, within fourteen (14) days from the date of service of these Requests, or at such other time and location as may be mutually agreed.

Date: June 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas
Jura C. Zibas, Esq.
Florida Bar No.: 124571
2063 Main Street - Suite 100
Sarasota FL 34237
Telephone: 941-866-8561
Fax: 941-210-5979
Jura.Zibas@wilsonelser.com
Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

EXHIBIT A

DEFINITIONS

As used in these Requests for Production of Documents, the following apply:

1. “Nurses United,” “You” and “Your” refers to National Nurses United and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
4. “Litigation” or “Lawsuit” refers to the caption reflected on this subpoena, Good Samaritan Medical Center Inc., v. The Leapfrog Group, Case No. 9:25-cv-80526-DMM, United States District Court for the Southern District of Florida, West Palm Beach Division.
5. “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

6. “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

7. The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

8. “Communication” or “communications” refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter,

handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy, facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or faceto-face communication.

9. The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

10. The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

11. The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

12. The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

13. The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Request for Production.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications and documents regarding this Litigation or Plaintiffs' claims.

Request for Production Number 2:

All communications between Nurses United and any representative, employee, or administrator of Plaintiff Hospitals concerning Leapfrog, hospital safety grades, patient safety metrics, or public evaluations of hospital performance during the Relevant Time Period.

Request for Production Number 3:

All grievances, complaints, or incident reports submitted by Nurses United or its members relating to patient safety, infection control, adverse events, or staffing-related safety concerns at Plaintiff Hospitals during the Relevant Time Period.

Request for Production Number 4:

All documents or records reflecting Nurses United's participation in or communications regarding hospital quality assurance committees, safety councils, or performance-related task forces at Plaintiff Hospitals.

Request for Production Number 5:

All collective bargaining agreements (CBAs) between Nurses United and Plaintiff Hospitals in effect at any point during the Relevant Time Period, including any side letters, addenda, or memoranda of understanding, that address or relate to:

- a. Staffing ratios;
- b. Patient safety initiatives;

- c. Employee discipline related to safety;
- d. Performance metrics or evaluations.

Request for Production Number 6:

All educational, training, or advisory materials distributed or made available by Nurses United to its members at Plaintiff Hospitals regarding:

- a. Hospital safety practices;
- b. Infection control procedures;
- c. How to report patient safety concerns or adverse events; and
- d. Leapfrog or third-party evaluation entities.

Request for Production Number 7:

All documents, public statements, newsletters, press releases, or position statements authored, disseminated, or endorsed by Nurses United that mention or refer to:

- a. Leapfrog hospital safety grades;
- b. Public reporting of hospital safety;
- c. Quality of care concerns at Plaintiff Hospitals; and
- d. Nurses United's view or response to such public reporting.

Request for Production Number 8:

Documents sufficient to identify all Nurses United's members employed by Plaintiff Hospitals who have submitted any patient safety concern, incident report, or internal complaint regarding the hospital's safety practices.

Request for Production Number 10:

All grievances, complaints, or incident reports submitted to Nurses United's by Plaintiff Hospitals or regulatory bodies regarding hospital safety, staffing, or quality of care.

Request for Production Number 11:

All communications with Tenet regarding this Lawsuit.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit H-4

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

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

To:

SEIU - Service Employees International Union
1601 NW 8th Avenue, Miami FL 33136*(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: See Exhibit A

Place: WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP, 2063 Main St., Suite 100, Sarasota FL 34237	Date and Time: 08/14/2025 6:00 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.

Place:	Date and Time:
--------	----------------

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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Jura Zibas and Kimberly E. Blair

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* The Leapfrog Group, who issues or requests this subpoena, are:
Jura Zibas, 2063 Main Street - Suite 100 Sarasota FL 34237, Jura.Zibas@wilsonelser.com, 941-866-8561

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. 9:25-CV-80526-DMM

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.

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 9:25-cv-80526-DMM
v.	)	
	)	
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

NOTICE OF SUBPOENA TO NON-PARTY

PLEASE TAKE NOTICE Pursuant to Federal Rule of Civil Procedure 45 and Southern District of Florida Local Rule 26.1, The Leapfrog Group (“Leapfrog”) hereby demand Employees International Union produce all Documents and Communications (as defined herein) responsive to the requests herein (the “Requests”) that are in your possession, custody, or control. All Documents and Communications responsive to the Requests shall be produced for inspection and copying at the offices of Wilson Elser Moskowitz Edelman & Dicker LLP, 2063 Main Street, Suite 100, Sarasota FL 34237, within fourteen (14) days from the date of service of these Requests, or at such other time and location as may be mutually agreed.

Date: June 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas
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Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

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Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

EXHIBIT A
DEFINITIONS

As used in these Requests for Production of Documents, the following apply:

1. “SEIU,” “You” and “Your” refers to Service Employees International Union and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant” or “Leapfrog” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
4. “Litigation” or “Lawsuit” refers to the caption reflected on this subpoena, *Good Samaritan Medical Center Inc., v. The Leapfrog Group*, Case No. 9:25-cv-80526-DMM, United States District Court for the Southern District of Florida, West Palm Beach Division.
5. “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

6. “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

7. The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

8. “Communication” or “communications” refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter,

handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy, facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or faceto-face communication.

9. The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

10. The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

11. The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

12. The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

13. The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Request for Production.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications and documents regarding this Lawsuit or Plaintiffs' claims.

Request for Production Number 2:

All communications between SEIU and any representative, employee, or administrator of Plaintiff Hospitals concerning Leapfrog, hospital safety grades, patient safety metrics, or public evaluations of hospital performance during the Relevant Time Period.

Request for Production Number 3:

All grievances, complaints, or incident reports submitted by SEIU or its members relating to patient safety, infection control, adverse events, or staffing-related safety concerns at Plaintiff Hospitals during the Relevant Time Period.

Request for Production Number 4:

All documents or records reflecting SEIU's participation in or communications regarding hospital quality assurance committees, safety councils, or performance-related task forces at Plaintiff Hospitals.

Request for Production Number 5:

All collective bargaining agreements (CBAs) between SEIU and Plaintiff Hospitals in effect at any point during the Relevant Time Period, including any side letters, addenda, or memoranda of understanding, that address or relate to:

- a. Staffing ratios;
- b. Patient safety initiatives;

- c. Employee discipline related to safety; and
- d. Performance metrics or evaluations.

Request for Production Number 6:

All educational, training, or advisory materials distributed or made available by SEIU to its members at Plaintiff Hospitals regarding:

- a. Hospital safety practices;
- b. Infection control procedures;
- c. How to report patient safety concerns or adverse events; and
- d. Leapfrog or third-party evaluation entities.

Request for Production Number 7:

All documents, public statements, newsletters, press releases, or position statements authored, disseminated, or endorsed by SEIU that mention or refer to:

- a. Leapfrog hospital safety grades;
- b. Public reporting of hospital safety;
- c. Quality of care concerns at Plaintiff Hospitals; and
- d. SEIU's view or response to such public reporting.

Request for Production Number 8:

Documents sufficient to identify all SEIU members employed by Plaintiff Hospitals who have submitted any patient safety concern, incident report, or internal complaint regarding the hospital's safety practices.

Request for Production Number 9:

All grievances, complaints, or incident reports submitted to SEIU by Plaintiff Hospitals or regulatory bodies regarding hospital safety, staffing, or quality of care.

Request for Production Number 10:

All communications with Tenet regarding this Lawsuit.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit H-5

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

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

To:

1199 SEIU (United Healthcare Workers East)
2881 Corporate Way, Miramar, FL 33025*(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: See Exhibit A

Place: Wilson Elser Moskowitz Edeleman & Dicker 2063 Main Street, Suite 100, Sarasota, FL 34237	Date and Time: 08/14/2025 6:00 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.

Place:	Date and Time:
--------	----------------

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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Kimberly E. Blair

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* The Leapfrog Group, who issues or requests this subpoena, are:
Jura Zibas, 2063 Main Street - Suite 100 Sarasota FL 34237, Jura.Zibas@wilsonelser.com, 941-866-8561

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. 9:25-CV-80526-DMM

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
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(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

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(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.

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(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.

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 9:25-cv-80526-DMM
v.	)	
	)	
THE LEAPFROG GROUP,	)	
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Date: June 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas
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Kimberly E. Blair (pro hac vice)

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Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

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1. “SEIU,” “You” and “Your” refers to 1199 SEIU United Healthcare Workers East and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant” or “Leapfrog” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
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6. “Website” refers to <https://www.hospitalsafetygrade.org> and any related Leapfrog digital properties displaying Hospital Safety Grade data.

7. “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.

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6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons

authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications and documents regarding this Lawsuit or Plaintiffs' claims.

Request for Production Number 2:

All communications between SEIU and any representative, employee, or administrator of Plaintiff Hospitals concerning Leapfrog, hospital safety grades, patient safety metrics, or public evaluations of hospital performance during the Relevant Time Period.

Request for Production Number 3:

All grievances, complaints, or incident reports submitted by SEIU or its members relating to patient safety, infection control, adverse events, or staffing-related safety concerns at Plaintiff Hospitals during the Relevant Time Period.

Request for Production Number 4:

All documents or records reflecting SEIU's participation in or communications regarding hospital quality assurance committees, safety councils, or performance-related task forces at Plaintiff Hospitals.

Request for Production Number 5:

All collective bargaining agreements (CBAs) between SEIU and Plaintiff Hospitals in effect at any point during the Relevant Time Period, including any side letters, addenda, or memoranda of understanding, that address or relate to:

- a. Staffing ratios;
- b. Patient safety initiatives;
- c. Employee discipline related to safety; and
- d. Performance metrics or evaluations.

Request for Production Number 6:

All educational, training, or advisory materials distributed or made available by SEIU to its members at Plaintiff Hospitals regarding:

- a. Hospital safety practices;
- b. Infection control procedures;
- c. How to report patient safety concerns or adverse events; and
- d. Leapfrog or third-party evaluation entities.

Request for Production Number 7:

All documents, public statements, newsletters, press releases, or position statements authored, disseminated, or endorsed by SEIU that mention or refer to:

- a. Leapfrog hospital safety grades;
- b. Public reporting of hospital safety;
- c. Quality of care concerns at Plaintiff Hospitals; and
- d. SEIU's view or response to such public reporting.

Request for Production Number 8:

Documents sufficient to identify all SEIU members employed by Plaintiff Hospitals who have submitted any patient safety concern, incident report, or internal complaint regarding the hospital's safety practices.

Request for Production Number 9:

All grievances, complaints, or incident reports submitted to SEIU by Plaintiff Hospitals or regulatory bodies regarding hospital safety, staffing, or quality of care.

Request for Production Number 10:

All communications with Tenet regarding this Lawsuit.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit H-6

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

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

To:

Global Investigations ATTN: Timothy Gallagher
1401 K Street, NW Suite 725, Washington DC 20005*(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:

See Exhibit A. Please produce documents on or before August 14, 2025 at 2063 Main Street, Suite 100, Sarasota FL 34237 or other mutually agreed upon location.

Place: Wilson Elser Moskowitz Edeleman & Dicker 2063 Main Street, Suite 100, Sarasota, FL 34237	Date and Time: 08/14/2025 6:00 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.

Place:	Date and Time:
--------	----------------

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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Kimberly E. Blair

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* The Leapfrog Group, who issues or requests this subpoena, are:
Jura Zibas, 2063 Main Street - Suite 100 Sarasota FL 34237, Jura.Zibas@wilsonelser.com, 941-866-8561

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. 9:25-CV-80526-DMM

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.

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

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

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Case No.: 9:25-cv-80526-DMM

NOTICE OF SUBPOENA TO NON-PARTY

PLEASE TAKE NOTICE Pursuant to Federal Rule of Civil Procedure 45 and Southern District of Florida Local Rule 26.1, The Leapfrog Group (“Leapfrog”) hereby demand Service Timothy Gallagher of Global Investigations to produce all Documents and Communications (as defined herein) responsive to the requests herein (the “Requests”) that are in your possession, custody, or control. All Documents and Communications responsive to the Requests shall be produced for inspection and copying at the offices of Wilson Elser Moskowitz Edelman & Dicker LLP, 2063 Main Street, Suite 100, Sarasota FL 34237, within fourteen (14) days from the date of service of these Requests, or at such other time and location as may be mutually agreed.

Date: July 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s/ Jura C. Zibas

Jura C. Zibas, Esq.

Florida Bar No.: 124571

2063 Main Street - Suite 100

Sarasota FL 34237

Telephone: 941-866-8561

Fax: 941-210-5979

Jura.Zibas@wilsonelser.com

Cheryl.Kujawski@wilsonelser.com

Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

kimberly.blair@wilsonelser.com

Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

EXHIBIT A
DEFINITIONS

As used in these Requests for Production of Documents, the following apply:

1. “Timothy Gallagher,” “You” and “Your” refers to Timothy Gallagher of Global Investigations and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant” or “Leapfrog” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
4. “Litigation” or “Lawsuit” refers to the caption reflected on this subpoena, Good Samaritan Medical Center Inc., v. The Leapfrog Group, Case No. 9:25-cv-80526-DMM, United States District Court for the Southern District of Florida, West Palm Beach Division.
5. “Tenet Healthcare” or “Tenet” refers to Tenet Healthcare Corporation, the parent company of the five plaintiff hospitals in this action, and its owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.

6. The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

7. “Communication” or “communications” refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter, handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy,

facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or faceto-face communication.

8. The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

9. The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

10. The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

11. The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

12. The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Request for Production.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications between you and the Plaintiff Hospitals, included but not limited to emails, text messages, letters, memoranda and notes regarding this Lawsuit.

Request for Production Number 2:

All communications and documents exchanged between you and any employee, agent, or representative of Leapfrog, whether such communication was direct or indirect, including former employees of Leapfrog.

Request for Production Number 3:

All documents, files, records, or notes relating to or concerning Leapfrog, including but not limited to correspondence, reports, interviews, or notes.

Request for Production Number 4:

All communications and documents exchanged between you and any person employed by or associated with Tenet, whether formal or informal, including email, text, or other written communication.

Request for Production Number 5:

All communications and documents exchanged between you and any person employed by or associated with Boca News Now (<https://bocanewsnow.com/>) whether formal or informal, including email, text, or other written communication.

Request for Production Number 6:

All communications between you and the Plaintiff Hospitals, included but not limited to emails, text messages, letters, memoranda and notes regarding Leapfrog.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit H-7

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

GOOD SAMARITAN MEDICAL CENTER, INC et.al.

Plaintiff

THE LEAPFROG GROUP

Defendant

Civil Action No. 9:25-CV-80526-DMM

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

To:

United Healthcare Legal Department
PO Box 1459, Minneapolis, MN 55440-1459*(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: See Exhibit A

Place: Wilson Elser Moskowitz Edeleman & Dicker 2063 Main Street, Suite 100, Sarasota, FL 34237	Date and Time: 08/14/2025 6:00 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.

Place:	Date and Time:
--------	----------------

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: 07/31/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Jura Zibas and Kimberly E. Blair

*Attorney's signature*The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* The Leapfrog Group

, who issues or requests this subpoena, are:

Kimberly E. Blair, Wilson Elser Moskowitz Edelman - 2063 Main Street, Suite 100, Sarasota, FL 34237

(kimberly.blair@wilsonelser.com)

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. 9:25-CV-80526-DMM

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.

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

GOOD SAMARITAN MEDICAL	)	
CENTER, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 9:25-cv-80526-DMM
v.	)	
	)	
THE LEAPFROG GROUP,	)	
	)	
Defendant.	)	

NOTICE OF SUBPOENA TO NON-PARTY

PLEASE TAKE NOTICE Pursuant to Federal Rule of Civil Procedure 45 and Southern District of Florida Local Rule 26.1, The Leapfrog Group (“Leapfrog”) hereby demand United Healthcare to produce all Documents and Communications (as defined herein) responsive to the requests herein (the “Requests”) that are in your possession, custody, or control. All Documents and Communications responsive to the Requests shall be produced for inspection and copying at the offices of Wilson Elser Moskowitz Edelman & Dicker LLP, 2063 Main Street, Suite 100, Sarasota FL 34237, within fourteen (14) days from the date of service of these Requests, or at such other time and location as may be mutually agreed.

Date: June 31, 2025

Respectfully submitted,

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP.

By: /s Jura C. Zibas
Jura C. Zibas, Esq.
Florida Bar No.: 124571
2063 Main Street - Suite 100
Sarasota FL 34237
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Kimberly E. Blair

Kimberly E. Blair (pro hac vice)

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Illinois Bar ID # 6272934

161 N. Clark, Ste. 4500

Chicago, IL 60601

312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

EXHIBIT A

DEFINITIONS

As used in these Requests for Production of Documents, the following apply:

1. “United Healthcare,” “You” and “Your” refers to United Healthcare and any of its affiliates, employees, agents, or representatives that act on your behalf.
2. “Defendant”, “Leapfrog”, or “TLG” refers to the defendant in this action, as well as its past or present owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, corporate parents, affiliates, subsidiaries, or other persons or entities acting on its behalf.
3. “Plaintiffs” or “the Plaintiff Hospitals” refers to Good Samaritan Medical Center, Inc., Delray Medical Center, Inc., Palm Beach Gardens Community Hospital, Inc. d/b/a Palm Beach Gardens Medical Center, St. Mary’s Medical Center, Inc., and West Boca Medical Center, Inc., the plaintiffs in this action, and their owners, officers, directors, agents, servants, employees, in-house and outside attorneys, accountants, consultants, predecessors in interest, corporate parents, affiliates, subsidiaries, or other persons or entities acting on their behalf.
4. “Safety Grade” or “Hospital Safety Grade” refers to the “letter grade Leapfrog bi-annually assigns to general hospitals in the United States,” as described on the Frequently Asked Questions page of Leapfrog’s website: <https://www.hospitalsafetygrade.org/frequently-asked-questions>.
5. “Litigation” or “Lawsuit” refers to the caption reflected on this subpoena, *Good Samaritan Medical Center Inc., v. The Leapfrog Group*, Case No. 9:25-cv-80526-DMM, United States District Court for the Southern District of Florida, West Palm Beach Division.

6. The term “Document” or “Documents” means every original (and every copy of any original or copy which differs in any way from the original) of every writing or recording of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, electronic or electrical means whatever, including without limitation, books, records, papers, pamphlets, brochures, circulars, advertisements, specifications, blueprints, maps, plats, surveys, drawings, screenshots, metadata, sketches, graphs, charts, plans, laboratory or engineering reports, correspondence, communications, telegrams, text messages, billing records, memoranda, notes, notebooks, worksheets, spreadsheets, reports, lists, analyses, summaries, ledgers, accounts, audits, inventories, tax returns, financial statements, profit and loss statements, cash flow statements, balance sheets, annual or other periodic reports, prospectuses, registrations, solicitations, minutes, stock ledgers, stock certificates, licenses, permits, calendars, appointment books, diaries, telephone bills and toll call records, expense reports, commission statements, itineraries, agendas, payroll records, checkbooks, cancelled checks, receipts, contracts, agreements, instruments, assignments, applications, offers, acceptances, proposals, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, written memorials, or oral communications, forecasts, photographs, photographic slides or negatives, films, filmstrips, tapes and records.

7. “Communication” or “communications” refers to the transmission or exchange of information, either orally or in writing, and includes without limitation any conversation, letter, handwritten notes, memorandum, inter or intraoffice correspondence, electronic mail, deleted electronic mail, text messages, deleted text messages, application messaging, deleted application messaging, or any other electronic transmission, telephone call, telegraph, telex telecopy,

facsimile, cable, conference, tape recording, video recording, digital recording, discussion, or faceto-face communication.

8. The term “identify,” when referring to a document, means to state its date, title or subject matter, brief description (such as letter, memorandum, notes, etc.), author, addressee, recipient, and present location, and custodian.

9. The term “identify,” when referring to a person, means to state the correct name and address of the person about whom the information is sought, their present or last-known employer, their title or office, and nature and dates of affiliation, if any, with Plaintiffs.

10. The term “relate to” or any similar phrase shall mean mention or refer to, report or reflect on, concern or pertain to, support, or be in any way logically or factually, directly or indirectly, connected with the matter discussed.

11. The term “person” and “persons” shall mean and include individuals, nominees, corporations, partnerships, associations, firms, trusts, joint ventures, and all other legal entities (including government bodies and agencies).

12. The terms “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the Request for Production.

INSTRUCTIONS

As used in these Requests for Production of Documents, the following Instructions apply:

1. These Requests for Production encompass all documents and communications in Your possession, custody, or control.

2. Produce all documents and communications as they are kept in the normal course of Your business.

3. These Requests for Production are directed to You and persons connected with or representing You (including attorneys) concerning the matters requested in these Requests for Production.

4. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(C), if any document or communication requested is withheld for any reason, state that responsive material is being withheld and the reason(s) for the withholding.

5. If any document or communication required to be produced is withheld from production under a claim of attorney-client privilege or work product privilege, or any other claim of privilege or protection, a log shall be provided in accordance with the standard set forth in Federal Rule of Civil Procedure 26(b)(5)(A).

6. If objection is made to any of the Requests for Production, state the specific grounds for each such objection, and answer any portion for the Request for Production to which no objection is made.

7. If any requested document or communication has been lost, discarded, or destroyed, You are requested to submit a written statement no later than the date of the commencement of the document production, identifying as completely as possible each such document or communication so lost, discarded, or destroyed. Identification of each such document or communication shall include the date of disposal, manner of disposal, reason for disposal, persons authorizing the disposal, persons having knowledge of the disposal, and persons disposing of the document.

8. Unless otherwise noted, the relevant time periods of these Requests for Production are from January 1, 2023 to present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications between the Plaintiff Hospitals and any representative, employee, or administrator of United Healthcare concerning Leapfrog, hospital safety grades, patient safety metrics, or public evaluations of hospital performance during the relevant time period.

Request for Production Number 2:

All grievances, complaints, or incident reports submitted by or to United Healthcare or its members relating to patient safety, infection control, adverse events, or staffing-related safety concerns at Plaintiff Hospitals during the Relevant Time Period.

Request for Production Number 3:

All grievances, complaints, or incident reports submitted to United Healthcare by Plaintiff Hospitals or regulatory bodies regarding hospital safety, staffing, or quality of care during the relevant time period.

Request for Production Number 4:

All communications and documents regarding this Lawsuit or Plaintiffs' claims.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served via email to all counsel of record.

/s/ Kimberly E. Blair

Kimberly E. Blair

Exhibit I

Message

From: Patrick Romano [psromano@ucdavis.edu]
Sent: 5/14/2024 10:51:45 PM
To: Matt Austin [jausti17@jhmi.edu]
CC: Missy Danforth [mdanforth@leapfrog-group.org]; Alexandra Campione [ACampione@leapfrog-group.org]
Subject: RE: Leapfrog: Proposed Text for Imputation Change
Attachments: HSG Proposed Imputation Change Fall 2024 PSR.docx
Flag: Follow up

External Email - Use Caution

Thank you for sharing.

I like the simpler and more direct approach here – if the goal is to penalize nonparticipants, you might as well do so in a clear and unmistakable manner, while allowing for hospitals to manage their burden and jump back on the wagon after a year. This approach is certainly much easier to implement and more straightforward than the step 2 imputation that you folks originally proposed, in that the consequences of nonresponse will become readily apparent.

I corrected a couple of typos in Peter's edits and suggested a rephrasing of one sentence.

As I mentioned earlier, your step 2b proposal would have led to lower imputed estimates, but NOT more ACCURATE imputation. I find no reason to believe – and you didn't present any evidence to suggest – that a hospital's unreported data from the current year is better approximated by its cohort mean from the first year of reporting than by its current cohort mean. The underlying hypothesis behind your proposed step 2b approach was that hospitals stop reporting because their true performance deteriorated, relative to their cohort. My hypothesis, by comparison, was that most hospitals stop reporting because it is too burdensome, and because they only find market value in an A grade, which proves impossible to attain or maintain. If my hypothesis is correct, then the current step 2 approach (current cohort mean) would yield more accurate imputations... but it doesn't achieve your strategic objective of penalizing nonparticipants. In other words, I wasn't keen on a backdoor approach to penalizing nonparticipation... if you want to penalize nonparticipants, then don't pretend that you are imputing missing values in a statistically optimal way. Just be honest about your goal.

Patrick S. Romano, MD MPH FAAP FACP

Professor of Medicine and Pediatrics, UC Davis Division of General Medicine

Co-Editor in Chief, AHRQ *Patient Safety Network* (PSNet and WebM&M)

4150 V Street, PSSB Suite 2400

Sacramento, CA 95817

Telephone: (916) 734-7005 or -7237

E-mail: psromano@ucdavis.edu

Website: <https://health.ucdavis.edu/team/pediatrics/122/patrick-romano---internal-medicine---pediatrics-general-sacramento>

From: Matt Austin <jausti17@jhmi.edu>

Sent: Tuesday, May 14, 2024 1:03 PM

To: Patrick Romano <psromano@ucdavis.edu>

Cc: Missy Danforth <mdanforth@leapfrog-group.org>; Alexandra Campione <ACampione@leapfrog-group.org>

Subject: RE: Leapfrog: Proposed Text for Imputation Change

Patrick,

If helpful to your review, Peter offered some suggested edits to clarify the concept of "imputation".

Thanks for any feedback you may have on this communication to hospitals.

Best,
Matt

From: Matt Austin
Sent: Tuesday, May 7, 2024 1:24 PM
To: Patrick Romano <psromano@ucdavis.edu>
Cc: Missy Danforth <mdanforth@leapfrog-group.org>; Alexandra Campione <ACampione@leapfrog-group.org>
Subject: Leapfrog: Proposed Text for Imputation Change

Patrick,

Since our conversation with you a couple of weeks ago about changing the imputation approach used in Leapfrog's Hospital Safety Grade, we met with the broader expert panel to hear their input, and have drafted the attached language to share with hospitals about the proposed changes.

In the attached, I believe you'll see that we have found a path forward that still uses a hospital's unique historical data when available (although for a shortened period of time) and when historical data are not available, creates an incentive for hospitals to share information about their patient safety practices.

We very much value your perspective and expertise, so we'd appreciate hearing any concerns you might have with the proposed.

Best,
Matt

****CONFIDENTIALITY NOTICE**** This e-mail communication and any attachments are for the sole use of the intended recipient and may contain information that is confidential and privileged under state and federal privacy laws. If you received this e-mail in error, be aware that any unauthorized use, disclosure, copying, or distribution is strictly prohibited. If you received this e-mail in error, please contact the sender immediately and destroy/delete all copies of this message.

Exhibit J



July 18, 2025

Kimberly E. Blair
312.821.6139(direct)
Kimberly.Blair@wilsonelser.com

VIA ELECTRONIC MAIL

Scott K. Hvidt
Gibson, Dunn & Crutcher LLP
2001 Ross Ave., Ste. 2100
Dallas, TX 75201
mmaloney@gibsondunn.com

Lee Crain
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
lcrain@gibsondunn.com

Re: *Good Samaritan Medical Center, Inc., et al, v. The Leapfrog Group;*
U.S. District Court, Southern District of Florida; Case No. 25-CV-80526

Dear Mr. Hvidt:

Please allow this correspondence to serve as a substantive response to several of Plaintiffs inquiries regarding The Leapfrog Group's ("Leapfrog") answers to your interrogatories and request for production. In addition, Leapfrog addresses your July 15, 2025 correspondence regarding our interrogatories and request for production propounded on you.

As a threshold matter, in nearly every email or formal correspondence you have provided, Plaintiffs' indicate they are prejudiced by Leapfrog's alleged actions related to this litigation. Indeed, we question Plaintiffs' claims of prejudice (and discussed below), as Leapfrog has agreed to almost all of Plaintiffs' requests, including but not limited to, *all* of their search terms for forty-six (46) requests for production as well as Plaintiffs' arbitrary deadlines. Despite Leapfrog's continued cooperation, Plaintiffs unfoundedly profess their alleged prejudice. Leapfrog affirmatively denies Plaintiffs' accusations and requests Plaintiffs be mindful in their responses in light of their own extensive and continuously evolving requests that have repeatedly been agreed to by Leapfrog.

I. Leapfrog's Answers to Plaintiffs' Interrogatories.

On July 10, 2025, you sent a correspondence memorializing the July 8, 2025 meet and confer regarding Leapfrog's answers to Good Samaritan's First Set of Interrogatories. Leapfrog agrees to

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amend its respective answers to each interrogatory identified in the July 10 letter that requests amendments. Leapfrog will make a good faith effort to amend these answers on or before August 1, 2025. Upon completion of Leapfrog's amended answers, a verification will be provided. Further, please see a few notes below.

First, Leapfrog notes that in response to Interrogatory No. 11, we clarified that Leapfrog has not verified any survey data for the Plaintiff Hospitals because they did not complete the survey.

Second, Leapfrog will not amend its answer to Interrogatory No. 17 as it is responsive.

Third, your requests in relation to Interrogatory No. 18 are in no way narrowing the original question. In fact, the requests significantly expand the scope of Interrogatory No. 18. However, Leapfrog will agree to amend this answer in-part.

II. Leapfrog's Answers to Plaintiffs' Request for Production

On July 9, 2025, you sent a correspondence memorializing the July 7, 2025 meet and confer regarding Leapfrog's responses to Plaintiffs' request for production requiring a 24 hour turn around. Thereafter, on July 11, 2025 at 4:18 p.m., you sent a follow up email requiring a response by the end of the day to the following:

- (a) Leapfrog's position on whether you will agree to Plaintiffs' search term proposal and a hit report for those terms;
- (b) Leapfrog's response to Plaintiffs' question regarding your collection of custodial phones that have been used for work purposes;
- (c) Leapfrog's proposed Confidentiality Order;
- (d) Leapfrog's confirmation as to when we can anticipate production of the data responsive to RFPs 15 and 17 (which we have communicated is our highest priority with expert reports due in less than a month and you have received confirmation your client possesses in a produceable format through 2023, at least); and
- (e) Leapfrog's position on Plaintiffs' questions and proposals relating to RFP Nos. 15, 16, 23, 29 and 35.

Indeed, on July 11 at 5:15 p.m., Leapfrog responded to this email addressing each request noted above.

Nonetheless, on July 14, 2025 at 4:28 p.m., Plaintiffs followed up yet again confirming that Leapfrog promptly responded. Nevertheless, the July 14, 2025 email requesting nearly identical questions again. Bizarrely, on July 16 at 10:37 p.m. you sent an email expressing that we did not respond, despite the July 11 response.



I want to take this opportunity reiterate again Leapfrog's position with respect to those issues as well as the new issues raised in your email of today.

- (a) On July 11, 2025, Leapfrog agreed to all expanded search terms proposed by Plaintiffs. Leapfrog notes that each search term proposed by Plaintiffs was substantively different than the search terms provided by Leapfrog; however, in a good faith effort to abide by the parties agreed substantial production deadline of July 24, 2025, Leapfrog thoughtfully agreed with all of Plaintiffs proposals. Indeed, Leapfrog's cooperation has not prejudiced Plaintiffs.
- (b) Leapfrog confirmed that it does not issue work phones to their employees. Internally, Leapfrog uses Slack and Outlook to communicate, and Leapfrog is producing those communications in accordance with the parties agreements. Thus, Leapfrog reiterates that it is not their intention to turn over person cell phones in production.
- (c) On July 11, 2025, Leapfrog provided a proposed Confidentiality Order. Leapfrog received your redlines to that proposed draft on the date of this correspondence (7 days following Leapfrog's initial draft). Leapfrog will review and respond accordingly separate from this correspondence.
- (d) Leapfrog will produce documents in response to RFP 15 on Monday, July 21, 2025 and RFP 17 on Tuesday, July 22, 2025.
- (e) Leapfrog's positions regarding each respective RFP is as follows:
 - 1) RFP #15: Leapfrog agrees to produce documents sufficient to show the Safety Grades it has assigned since 2023. Leapfrog agrees to produce documents from 2020 to 2022 pursuant to a confidentiality order. We have your extensive edits to our routine confidentiality order and are reviewing those now.
 - 2) RFP #16: Leapfrog agrees to produce all documents responsive to this RFP that are collected in response to running the parties agreed search terms. Leapfrog also agrees to produce responsive "go get" documents. However, please be advised that due to Leapfrog's not-for-profit status, documents and communications responsive to RFP #16 are limited in nature.
 - 3) RFP #23: Leapfrog agrees to produce all documents responsive to this RFP that are collected in response to running the parties agreed search terms. Leapfrog also agrees to produce responsive "go get" documents. Any and all Leapfrog agreements with Aetna expired before 2020; thus, Leapfrog does not agree to produce any Aetna agreement.
 - 4) RFP #29: Subject to a confidentiality order, Leapfrog will produce documents sufficient to show the compensation for each of the executives listed by Plaintiffs. Leapfrog notes that approximately 1/3rd of Leapfrog's workforce,

which is overreaching; however, in the spirit of Leapfrogs continued cooperation, it agrees.

5) RFP #35: Leapfrog agrees to produce any related family documents pre-2020.

In response to your July 16, 2025 at 10:37 pm, email inquiries, please see the substantive responses above. Further, we agree to the search term proposals included in your July 16, 2025 email related to RFP #37-46 and RFP #10.

In response to your email today (July 18, 2025), Leapfrog confirms that it will add the search terms noted therein to all existing RFPs.

III. Leapfrog's Document Production

Leapfrog has been diligent in its efforts to collect documents, run search terms, and produce on or before the substantial completion deadline on July 24, 2025. Indeed, Leapfrog has identified approximately a terabyte of data that may be responsive to Plaintiffs' request. For this reason, the third-party e-discovery ingestion process is at the mercy of machine operating speed. Leapfrog has been advised that its document management system data may not be fully ingested until "late to mid" next week, July 23-25. Thereafter, Leapfrog will begin running search terms and prepare the documents for production accordingly.

However, per Plaintiffs' "high priority" request, Leapfrog will produce responsive documents to RFP #15 by Monday, July 21, 2025. Likewise, Leapfrog will produce responsive documents to RFP #17 by Tuesday, July 22, 2025. Leapfrog will otherwise continue to produce documents on a rolling basis, before and after the agreed substantial completion date, as they are ready for production.

Leapfrog is transparent in their collection process so Plaintiffs can sufficiently plan for their expert disclosures, as they repeatedly stress. Leapfrog's collection and production is made in good faith and in no effort to delay this litigation. Plaintiffs shall be reminded that the universe of data that Leapfrog has complied is substantial as there are 46 RFPs, 10 of which were received on July 10, 2025. Furthermore, Plaintiffs expanded the search terms on July 9, 2025 and added additional search terms on July 16, 2025 and July 18, 2025. In fact, Plaintiffs' most recent request (today) included adding search terms to all 46 RFPs and Leapfrog agreed.

To that end, Leapfrog anticipates and expects Plaintiffs' cooperation as the document production process continues and in light of Plaintiffs' extensive and ever-changing requests thereto.

IV. Leapfrog's Written Discovery to Plaintiffs

On July 11, 2025, Leapfrog propounded interrogatories and request for production on Plaintiffs. Please advise when Leapfrog may expect to receive the following:

- (1) Answers to Leapfrog's Interrogatories;
- (2) Responses to Leapfrog's Request for Production;



- (3) List of Plaintiffs custodians; and
- (4) Proposed search terms for Plaintiffs document production.

It is very disappointing that we have not received proposed search terms from Plaintiffs despite our follow up email on Tuesday July 15.

Furthermore, at 8:16 p.m. on Friday, July 11, 2025, you requested a meet and confer on Monday July 14. After being advised that I would be in a mediation on Monday July 14 but would be available to discuss on Tuesday July 15, you refused to move your arbitrary meet and confer from Monday to Tuesday despite my schedule. Therefore, in an attempt to meet these deadlines that you impose, we advised on Saturday, July 12 at 6:13 am that we would have someone available for a Monday meet and confer with your office. Therefore, despite conflicts, we agreed to this high priority meeting, which covered the following questions that you had:

- (1) Why did Leapfrog propound discovery on July 11, 2025?
- (2) Does Leapfrog object to Plaintiffs using all the same bates labels on its production for each respective entity?
- (3) Does Leapfrog object to Plaintiffs answering Leapfrog's written discovery in one document?

Leapfrog confirmed with Plaintiffs that (1) it is entitled to discovery and the court ordered deadline to complete fact discovery is September 25, 2025; (2) no objection so long as it is clear where each document or communication came from; and (3) no objection so long as it is clear which Plaintiff is answering and/or responding.

In response to your July 15, 2025 correspondence, Leapfrog agrees to extend Plaintiffs substantial production deadline to August 8, 2025. Our office has always cooperated with you and will continue to cooperate and work together in the discovery process. Leapfrog looks forward to your production on or before July 24, 2025 as you represented during the Monday, July 14, 2025 zoom meeting that you have already collected all of your relevant documents in accordance with your initial disclosures.

Further, Leapfrog will not agree to withdraw any of its Interrogatories or Requests for Production to Plaintiffs. Leapfrog disagrees that any requests are duplicative. Leapfrog could make the same argument for several of Plaintiffs request but chose not to in the spirit good faith discovery.

Furthermore, you have indicated that Plaintiffs will not be producing documents in connection with "dozens of requests that Leapfrog has propounded." We ask that you confirm in writing in the spirit of the meet and confer process that you are simply refusing to produce any documents associated with those RFPs listed in your July 15 letter.

We anticipate and expect Plaintiffs to provide the same cooperation that Leapfrog has from the inception of this litigation. We look forward to receiving your responses.

Best Regards,



WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP

A handwritten signature in black ink, reading 'Kimberly E. Blair'. The signature is written in a cursive, flowing style.

Kimberly E. Blair

Cc: The Leapfrog Group

Exhibit K

GIBSON DUNN

Lee Crain
Partner
T: +1 212.351.2454
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August 8, 2025

VIA E-MAIL

Kimberly E. Blair
Courtney Wood
Wilson Elser Moskowitz Edelman & Dicker LLP
161 N. Clark, Ste. 4500
Chicago, IL 60601

Re: Good Samaritan Medical Center, Inc., et al. v. The Leapfrog Group, No. 9:25-80526-DMM (S.D. Fla.)

Counsel:

We write in response to your August 6, 2025 letter and August 7, 2025 email and to memorialize the parties' August 6 meet and confer regarding Defendant's discovery requests and proposed search terms.

Damages Withdrawal. As we confirmed to you, the Plaintiff Hospitals intend to withdraw their request for monetary damages and seek only injunctive relief, declaratory relief, and attorneys' fees. Considering the expedited case schedule and fast-approaching deadlines to substantially complete discovery, the Plaintiff Hospitals have decided to withdraw damages to streamline the issues in this litigation and further narrow the scope of discovery. We attach with this letter a draft stipulation on this issue for your consideration.

As we discussed, the waiver of damages claims affects this case in three ways:

First, the scope of discovery will narrow. You have admitted that several of your discovery requests for production of documents relate purely to the Plaintiff Hospitals' damages. We requested that you consider withdrawing the requests that relate primarily to damages (including RFPs 13, 14, 15, 34, 43, 49, and 63), as they no longer serve a purpose. You asked us if we would still produce documents related to the damage and harm the Safety Grades caused to the Plaintiff Hospitals. We told you that, as stated in our Responses & Objections to Leapfrog's First Set of Requests for Production, we conceptualize "harm" differently from economic damages. We intend to produce documents sufficient to bear the Plaintiff Hospitals' burden to support their injunctive claim, but that will not include monetary damages (and therefore will not include TLG's requests for documents relating to monetary damages mitigation and other damages related defenses). We also told you that we intend to amend some of our responses to align with the change in damages, and we have now done so in our supplemental responses and objections.

GIBSON DUNN

Kimberly E. Blair
Wilson Elser Moskowitz Edelman & Dicker LLP

August 8, 2025
Page 2

You indicated that you would consider revising your discovery requests after reviewing a written proposal from us.

Second, two of your affirmative defenses will be moot when the Plaintiff Hospitals withdraw their request for monetary damages. We asked that you consider withdrawing the discovery requests that relate to these affirmative defenses. You agreed to consider withdrawing affirmative defenses related to the Plaintiff Hospitals' damages.¹

Third, this case should be tried before the Court, not a jury. In the absence of a request for monetary damages, a jury trial is not warranted nor required. We suggested that the parties stipulate to a bench trial. You told us that you could not agree to our proposal while on the call, but that you generally agreed with us that if the Plaintiff Hospitals only sought declaratory and injunctive relief then a jury trial would not be guaranteed, and a stipulation to a bench trial would be preferable to needless motion practice. You agreed to consider stipulating to a bench trial after you review our written response.

The Plaintiff Hospitals' Answers to Leapfrog's Interrogatories. During the meet and confer, we briefly discussed your responses to our interrogatory objections for interrogatories 2, 4, 5, 11, 13, 14, and 16. We told you that we would submit a written response to your letter and set up another time to discuss Plaintiffs' remaining interrogatory objections that were not covered during the meet and confer.

Interrogatory No. 2. Plaintiff Hospitals expect their forthcoming supplemental initial disclosures will resolve Defendant's request for further information in response to this interrogatory.

Interrogatory No. 4. Subject to and without waiving any objections, the Plaintiff Hospitals agree to amend their response to this interrogatory promptly.

Interrogatories Related to Patient Safety (Nos. 11, 13, 14). These three interrogatories are related to Defendant's patient safety theory of relevance. The Plaintiff Hospitals address this theory below in response to related requests for production.

Interrogatory No. 11. This interrogatory asks the Plaintiff Hospitals to identify adverse patient events and citations or complaints about such events. The Plaintiff Hospitals pointed out how these are irrelevant to whether Defendant's scores are unfair or deceptive, since Defendant does not include such information in its scores. Your letter gave no answer to this objection. During our August 6 meet and confer, you introduced a new response, suggesting that in some attenuated

¹ We also asked that you withdraw your personal jurisdiction affirmative defense. We pointed out that the Court has already rejected your personal jurisdiction arguments. We told you that we wanted to avoid moving to strike this defense or filing a Rule 11 motion. You told us that you had considered withdrawing it in the past but decided to preserve the defense for appeal. You agreed to consider withdrawing your personal jurisdiction defense.

GIBSON DUNN

Kimberly E. Blair
Wilson Elser Moskowitz Edelman & Dicker LLP

August 8, 2025
Page 3

way the existence of adverse patient events might possibly affect the Plaintiff Hospitals' reputations. We disagree—particularly given the information Defendant seeks here is generally not publicly available (and if it is, Defendant can access it at its convenience).

Interrogatory No. 13. Subject to and without waiving any objections, the Plaintiff Hospitals will amend their response to this interrogatory.

Interrogatory No. 14. To the extent the Plaintiff Hospitals are required to provide documentary evidence of the requested information, such documents will fully answer this interrogatory. Accordingly, we expect we can restrict our conversation regarding this information to the appropriate request for production, which is further discussed below.

Interrogatory No. 16. As you confirmed on our meet and confer, you are only interested in CMS data, not data submitted to the Centers for Disease Control or other third parties. With that limitation, and subject to and without waiving any objections, the Plaintiff Hospitals will amend their response to this interrogatory.

Meet and Confer (Nos. 17, 18). The Plaintiff Hospitals' objections adequately established why Plaintiffs have no obligation to respond to these interrogatories. The position in your letter does not alter their view. We look forward to discussing these with you on our next meet and confer.

Damages Related Interrogatories (Nos. 5, 10, 20, 21, 22, 24). As discussed above, the Plaintiff Hospitals are withdrawing their claim for monetary damages, which moots and renders irrelevant your interrogatories related to monetary damages. Based on the interrogatories and your letter responses, we understand these include the six interrogatories numbered above. If there is any portion of these interrogatories that you still believe is relevant, please explain why.

Plaintiffs' Responses & Objections to Leapfrog's Requests for Production.

Initially, we note that we serve with this request supplemental responses and objections regarding the Requests for Production the parties discussed on July 30, 2025. The amended responses include RFP Nos. 2, 3, 5, 6, 7, 8, 11, 12, 13, 14, 16, 17, 19, 20, 21, 26, 27, 30, 32, 33, 35, 36, 37, 38, 39, 43, 45, 46, 47, 48, 50, 51, 52, 53, 54, 57, 60, 64.

RFP 2. Plaintiffs have amended their response to RFP No. 2.

RFP 13. Plaintiffs objected to this Request on relevance and proportionality grounds, among others. In your August 6 correspondence, you provide no justification for why medical malpractice lawsuits involving the Plaintiff Hospitals are relevant to this Action. During the meet and confer, you told us that the malpractice lawsuit documents relate to your theory of Plaintiffs' damages. Because Plaintiffs are no longer seeking damages, this request has no place in this case.

Further, this request seeks publicly available documents. During the meet and confer we asked you why you could not conduct your own docket searches to identify malpractice cases involving

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the Plaintiff Hospitals. You said that you *could* conduct docket searches, but would prefer Plaintiffs to search for, identify, and produce these documents. Reserving all objections, the Plaintiffs would be willing to run and produce a docket search as a reasonable compromise on this issue. Please confirm your agreement.

RFP 46. We told you that our primary concern with this request, which seeks documents relied upon in drafting the Complaint, was that responding to it could waive privilege on our work product. In your August 6 letter, you asked us to identify, for each document produced, the specific RFP numbers to which each document was responsive. Complying with your request would require us to divulge which specific documents counsel selected to be part of the litigation strategy. We explained to you that producing any and all documents relied upon in drafting the complaint would implicate attorney work product privilege. As a compromise, we agreed to produce the documents identified or quoted in the Complaint. We also noted, as we did in our July 30 meet and confer, that given the broad scope of Defendant's Requests, documents responsive to RFP 46 are likely to be produced in response to other Requests. You said that you understood our privilege concerns and would accept responsive documents produced in response to other requests. In light of the meet and confer discussion, we have amended our response to this request.

RFP 58. Plaintiffs' concern with this Request is that it seeks "[a]ll documents . . . concerning **any lawsuits** filed against your hospital within the past ten (10) years." Narrowing the applicable time period from ten years to two years does not change the fact that this Request seeks documents far beyond the scope of this Action. Plaintiffs have alleged harm to their reputations created by Leapfrog's Safety Grades. "[N]egative media reports" and "negative media coverage" of lawsuits filed against Plaintiffs are unrelated to the effect of the Leapfrog Safety Grades. Also, again, this Request asks for publicly available information that Defendant can search for itself. Reserving all rights, the Plaintiff Hospitals are again willing to run a docket search and produce that as a reasonable compromise if Defendant agrees. Please confirm promptly.

Requests related to patient safety (RFPs 12, 23, 28, 30, 34, 62, and 63). You argue that the "crux of this litigation is patient safety." That is not correct: the crux of this case is whether TLG's purported "safety" grades are an unfair and deceptive trade practice in violation of FDUTPA. The Court recognized this scope in its order denying your motion to dismiss, concluding that the "core" of this case is whether TLG's Safety Grades, as calculated and represented to the public, constitute an unfair or deceptive practice. Dkt. 41 at 2, 5–7.

You told us that patient safety is related to causation for Plaintiffs' damages. We said that by withdrawing damages, we could substantially narrow the scope of discovery requests and could hopefully remove any need for these RFPs. As you know, in an effort to compromise, we still intend to produce documents sufficient to simulate the Plaintiffs Hospitals' responses to questions about the four "imputed metrics" in the Hospital Survey. Any information above and beyond what the survey requests is irrelevant and disproportional to the needs of the case.

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We asked you to accept our position as a compromise, rather than continuing to insist on voluminous amounts of data and information outside the actual scope of this case. Please provide your response.

Requests related to Plaintiffs' alleged damages (RFPs 13, 14, 15, 34, 43, 49, and 63). As you are aware, Plaintiffs intend to withdraw their claim for monetary damages. Plaintiffs plan to amend their Responses to Defendant's discovery requests accordingly and will serve those responses promptly. In light of our withdrawal of economic damages, Defendant should withdraw these Requests (13, 14, 15, 34, 43, 49, and 63), which Defendant admits relate to "Plaintiffs' alleged damages." (Defendant's Aug. 6 Ltr., pp. 4–5). Please confirm that you will withdraw these Requests. If you contend that these Requests are still relevant, please identify which ones and explain the basis for their continued relevance.

Requests related to causation and Leapfrog's defenses (RFPs 13, 14, 15, 23, 24, 25, 30, 34, 49, 58, 59, 62, and 64). Similar to the Requests above that you admit relate directly to Plaintiffs' damages, Requests related to "causation" and Leapfrog's defenses should be withdrawn. (Defendant's Aug. 6 Ltr., p. 5). You write that RFPs 13, 14, 15, 23, 34, 49, 59, and 62 are relevant to "whether Leapfrog caused the alleged damages." (*Id.*). After we withdraw damages, these requests will no longer be relevant to the case. For Requests related to Leapfrog's defenses, you also admit that Leapfrog's affirmative defenses include "speculative damages and avoidable consequences/failure to mitigate damages." (*Id.*). To the extent RFPs 24, 25, 30, 58, 59, and 64 relate to this affirmative defense, Defendant should withdraw those Requests as well.

Leapfrog's Proposed Search Terms. On July 25, we provided search terms that we were planning to use to search for responsive documents. Consistent with the scope of this action, Plaintiffs' terms are appropriately tailored and focused on the key issues relevant to the unfair and deceptive practices at issue (e.g., the imputation model and Safety Grades). We also provided you with ten custodians. The parties then agreed that the Plaintiff Hospitals' deadline for substantial completion of documents would be August 8, 2025. During our July 30 meet and confer, you notified us for the first time that you were preparing search terms to serve on Plaintiffs for "all" of your RFPs and you would send those search terms by August 1. Nearly a week later, on August 6, you finally submitted search terms for 60 out of your 64 RFPs.

As you know, Plaintiffs have been working diligently to meet the substantial completion of discovery deadline at the end of this week. Applying your search terms at this late stage would require us to restart our document review process. During the August 6 meet and confer, we told you that we are preparing a substantial production to go out this Friday and intend to comply with our substantial production deadline.

By the time Defendant provided its 10 pages of proposed search terms, we had reviewed the production for responsiveness and privilege. We were finalizing and quality checking. And we told you that it would waste Plaintiffs' efforts and time to start from square one and apply your search terms, a waste Defendant would impose due to its own dilatory conduct.

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Discovery is coming to a close, as your decision to notice depositions for the end of the month reflects. Defendant's unwarranted and burdensome eleventh-hour requests are exactly the kind that courts discourage. *See, e.g., Cruz v. Green*, 2019 WL 5256925, at *1, 3 (S.D. Fla. Apr. 9, 2019) (noting that the defendant "elected to conduct discovery very late in this litigation" and denying defendant's "late stage" request for discovery near the end of the discovery period that defendant "could have requested long ago"). We decline to apply your search terms to our custodial review. Plaintiffs will continue to produce rolling productions of custodial documents using the search terms we sent to you on July 25, which are reasonable and appropriately tailored to the relevant issues in this case.

Sincerely,

GIBSON, DUNN & CRUTCHER LLP

/s/ Lee R. Crain

Lee R. Crain

Exhibit L

Short Message Report

Conversations: 1	Participants: 4
Total Messages: 37	Date Range: 5/12/2025

Outline of Conversations



C07JKQM4ZM4 • 37 messages on 5/12/2025 • Karen Jupiter <kjupiter@leapfrog-group.org> • Nate Longmore <nlongmore@leapfrog-group.org> • Slackbot (Bot) • laurenibailey <lbailey@leapfrog-group.org>

Messages in chronological order (times are shown in GMT -04:00)

 **C07JKQM4ZM4**

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:08 PM
she has no clue how this works

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:08 PM
yup

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:09 PM


K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:11 PM
why though? what would be the point?

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:11 PM
i dont get it

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:11 PM
good question

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:14 PM
why??

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:14 PM
what for?

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:14 PM
sigh

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:15 PM
im afraid to ask

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:20 PM
my wifi is super unstable so just to clarify - am i checking with noah on the specific hospital names as keywords?

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:21 PM
and displaying their HSG?

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:21 PM
leah said she wants to know if we can do ads where if someone searches those 5 hospitals, it shows an ad with their safety grade URL

L laurenbailey <lbailey@leapfrog-group.org> EDITED 5/12/2025, 2:21 PM
and says they have an X grade

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:21 PM
got it, thanks!

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:22 PM
so you could send him the 5 URLs
 1 • Nate Longmore <nlongmore@leapfrog-group.org>

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:22 PM
(which are in the statement too 😊)

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:30 PM
look at anne

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:31 PM
oh i have been

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:31 PM
my wifi truly is bugging but i also don't trust my ability to hide my reactions if my camera was on

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:31 PM
lol

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:32 PM
hopefully your new house can be wired connection so you dont have to worry

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:32 PM
it's so hard in apartments 🙄

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:32 PM
maybe anne should turn off her camera
😊 1 • Nate Longmore <nlongmore@leapfrog-group.org>

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:32 PM
LOL

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:36 PM
so she just wants to harass them?

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:37 PM
i love that the strategy is to become a disney villain
😬 1 • Karen Jupiter <kjupiter@leapfrog-group.org>

N Nate Longmore <nlongmore@leapfrog-group.org> 5/12/2025, 2:53 PM
"the only hospital in Palm Beach" 🙄 (https://www.linkedin.com/posts/jupiter-medical-center_we-are-proud-to-share-that-we-rf...?m=member_desktop&rcm=ACoAAC3fE74BtOTOW1W4Z5iWFyX7pKEJXznjuA)[https://www.linkedin.com/posts/jupiter-medical-center_we-are-proud-to-share-that-we-remain-the-activity-7327758478632972288-AFw0?utm_source=share&utm_medium=member_desktop&rcm=ACoAAC3fE74BtOTOW1W4Z5iWFyX7pKEJXznjuA]

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:54 PM
Go Jupiter!
👏 1 • Nate Longmore <nlongmore@leapfrog-group.org>

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:55 PM
[https://www.leapfroggroup.org/data-sales]

K Karen Jupiter <kjupiter@leapfrog-group.org> 5/12/2025, 2:55 PM
can we redirect this link?

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 2:56 PM
where did that url come from?

L laurenbailey <lbailey@leapfrog-group.org> 5/12/2025, 3:06 PM
Nate- can you look into this. I thought I knew how but can't get it to work

L **laurenbailey <lbailey@leapfrog-group.org>** 5/12/2025, 3:07 PM
also - FYI that I have PT at 5 so I'm signing off like 15 mins early today. I can check in after
👍 1 • Nate Longmore <nlongmore@leapfrog-group.org>

N **Nate Longmore <nlongmore@leapfrog-group.org>** 5/12/2025, 3:08 PM
sure - should it just go to [<https://www.leapfroggroup.org/data>]?

L **laurenbailey <lbailey@leapfrog-group.org>** 5/12/2025, 3:09 PM
i think everything needs to go to the hopper? id ask kush about this page too
👍 1 • Nate Longmore <nlongmore@leapfrog-group.org>

L **laurenbailey <lbailey@leapfrog-group.org>** 5/12/2025, 3:09 PM
im not sure! but the data user login on this page you linked shouldn't exist anymore either....

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

CASE NO. 9:25-CV-80526-DMM

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

**DECLARATION OF LEE R. CRAIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR PROTECTIVE ORDER**

I, Lee R. Crain, declare and state as follows:

1. I am a partner at the law firm of Gibson, Dunn, & Crutcher LLP. I am an attorney and admitted to practice law in the State of New York. I have been granted permission by the Court to participate *pro hac vice* in this case. Dkt. 14. I represent the Plaintiff Hospitals in this matter and submit this declaration in support of Plaintiffs' Motion for Protective Order.

2. I am over the age of eighteen and make this declaration from personal knowledge based on the information and documents referenced in this Declaration.

3. Defendant The Leapfrog Group's ("TLG") expansive discovery requests are very burdensome.

4. On July 25, 2025, the Plaintiff Hospitals provided TLG a set of search terms the Plaintiff Hospitals intended to use to identify potentially responsive documents and communications. While counsel for TLG and the Plaintiff Hospitals were in near daily

communication over email and calls, TLG did not respond in any way to that proposal for nearly two weeks. During that time, knowing that the agreed-to substantial completion deadline for the production of documents was August 8 and that TLG had noticed the depositions of the Plaintiff Hospitals' CEOs to start August 25, the Plaintiff Hospitals began reviewing the documents that hit on those proposed search terms.

5. On August 6, 2025, just two days before the substantial completion deadline, counsel for TLG sent counsel for the Plaintiff Hospitals a letter containing 13 pages of proposed search terms. Attached hereto as **Exhibit 1** is that letter.

6. Running TLG's search terms through the email inboxes we have collected from 10 custodians—including every hospital CEO and Quality Director—returns **884,583** separate documents (including families). That amounts to more than 80% of *all* documents in those custodians' email files. With respect to the specific RFPs for which the Plaintiff Hospitals request a protective order—namely RFPs 15, 24, 28, 34, 49, 57, 58, 59, 62, and 63—TLG's search terms return 534,272 total documents (including families).

7. Reviewing this volume of information for responsiveness alone (let alone for privilege) would likely take multiple months.

8. Given the number of TLG requests relating to marketing and public relations efforts, the Plaintiff Hospitals have agreed to run their search terms—including “Leapfrog” and “safety grade”—through the inbox of an eleventh custodian to produce non-responsive documents from Palm Beach Health Network's Group Marketing Director.

9. The parties continue to meet and confer on TLG's search terms, which were untimely served *after* the Plaintiff Hospitals had nearly completed their ESI review. The Plaintiff Hospitals are objecting to the search terms but are willing to meet and confer as to a narrower set,

so long as the collection and review can be completed without requiring a change in the discovery schedule.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 13, 2025, in New York, New York.

A handwritten signature in black ink, appearing to read 'Lee R. Crain', written over a horizontal line.

Lee R. Crain

Exhibit 1



August 6, 2025

Kimberly E. Blair
312.821.6139(direct)
Kimberly.Blair@wilsonelser.com

VIA ELECTRONIC MAIL

Scott K. Hvidt
Gibson, Dunn & Crutcher LLP
2001 Ross Ave., Ste. 2100
Dallas, TX 75201
mmaloney@gibsondunn.com

Lee Crain
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
lcrain@gibsondunn.com

Re: *Good Samaritan Medical Center, Inc., et al, v. The Leapfrog Group;*
U.S. District Court, Southern District of Florida; Case No. 25-CV-80526

Dear Mr. Hvidt:

Please allow this correspondence to serve as the second meet and confer regarding Plaintiffs' deficient interrogatory answers, responses to request for production, and document production. This correspondence does not include the deficiencies Leapfrog already discussed with you on July 30, 2025 with regard to other specific responses Plaintiffs provided to Leapfrog's request for production. We look forward to your responses to those requests separately.

As a threshold matter, Plaintiffs assert relevancy as an objection to forty-two (42) of Leapfrog's requests for production and fifteen (15) of Leapfrog's interrogatories. In addition, Plaintiffs' declined to respond to eight (8) interrogatories and nineteen (19) requests for production. It is Leapfrog's position that none of these objections are proper based on the content requested in each applicable interrogatory or request for production.

The Federal Rules state "[p]arties may obtain discovery regarding any non-privileged matter that is relevant to any party's claim or defense...[i]nformation within this scope of discovery need not be admissible in evidence to be discoverable." Fed. R. Civ. P. 26(b)(1). Indeed, just last year, Judge Matthewman highlighted "'[i]t is well established that the courts must employ a liberal standard in keeping with the purpose of the discovery rules.'" *Consumer Fin. Prot. Bureau v. Freedom Mortg. Corp.*, 2024 U.S. Dist. LEXIS 127369 (S.D. Fla. Apr. 5, 2024) (citations omitted). Even

55 West Monroe Street, Suite 3800 • Chicago, IL 60603 • p 312.704.0550 • f 312.704.1522

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New York • Orlando • Philadelphia • Phoenix • San Diego • San Francisco • Sarasota • Stamford • Virginia • Washington, DC • Wellington • White Plains

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further, Judge Matthewman reminds the parties that Rule 26(b) “allows discovery ‘through increased reliance on the commonsense concept of proportionality.’” *Id.* (citations omitted).

“[T]o successfully sustain an objection on the basis of relevancy, [Plaintiffs] must show that the requested discovery ‘has no possible bearing on the claims and defenses’ in this case.” *Chiorando v. Fed. Ins. Co.*, 2023 U.S. Dist. LEXIS 244180 (M.D. Fla. May 4, 2023) (citations omitted). Plaintiffs’ objections on relevancy neither consider the 138 paragraphs of allegations in their Complaint nor the needs of the case from the view of Leapfrog’s defenses. All of Leapfrog’s requests are relevant and proportional to the needs of the very litigation that Plaintiffs filed.

I. Plaintiffs’ Answers to Leapfrog’s Interrogatories

Plaintiffs declined to respond to eight (8) interrogatories propounded by Leapfrog. For the reasons stated above, this is improper and highly prejudicial. Leapfrog requests Plaintiffs promptly amend their answers to the following interrogatories to include substantive answers: Nos. 4, 11, 13, 16, 17, 18, 20, 25. Leapfrog addresses these interrogatories in addition to others below.

Interrogatory No. 2, please confirm there are no additional witness disclosures at this time, including but not limited to former employees of Leapfrog.

Interrogatory No. 4, Plaintiffs declined to answer, which is deficient. Plaintiffs allege Leapfrog’s methodology, scoring, and Safety Grades are false, deceptive and unfair. Thus, Leapfrog requests an answer on how Plaintiffs believe they would not be harmed, if the methodology or scoring were different. This is relevant to Leapfrog’s defenses that the methodology and scoring is not false, deceptive, or unfair.

Interrogatory No. 5, Plaintiffs’ answers are non-responsive. Leapfrog is requesting an answer as to when, if ever, Plaintiffs ever submitted data, corrections, or appeals to Leapfrog regarding the Safety Grade each Plaintiff Hospital received back to January 1, 2020. Further, if Plaintiffs did, in fact, submit data, corrections, or appeals, who was involved in the submission and what was the content to the submission. This is relevant to Leapfrog’s defenses and Plaintiffs damages.

Interrogatory No. 10, Plaintiffs’ answer is non-responsive. Leapfrog is requesting a basis for each, and every category of damages claimed. Specifically, Plaintiffs allege they were harmed “through loss of goodwill, reputation, and revenue.” (Compl. at ¶123). Plaintiffs must answer this interrogatory in its own view. The interrogatory does not ask what Plaintiffs’ expert will opine.

Interrogatory No. 11, Plaintiffs declined to answer. To the extent Plaintiffs declined to answer on the basis of HIPPA, Leapfrog is not seeking personal patient information. In response to Interrogatory No. 14, Plaintiffs admit they have received “reports that patients considered or decided not to use Plaintiffs’ facility because of Leapfrog grades.” Thus, the information Leapfrog is seeking exists and Plaintiffs must answer. Leapfrog will accept an answer that does not contain personal identifying information as it relates to HIPPA protections.

Interrogatory No. 13, Plaintiffs declined to answer. Leapfrog's Safety Grades are centered around patient safety. Thus, whether the Plaintiff Hospitals make any improvements to their patient safety measures is wholly relevant to Plaintiffs' claims and Leapfrog's defenses. Plaintiffs must provide a substantive response.

Interrogatory No. 14, Leapfrog requests Plaintiffs supplement this answer based on their documents to provide a substantive response. Leapfrog is not requesting for personal identifying information that is protected by HIPPA.

Interrogatory No. 16, Plaintiffs declined to respond. Whether the Plaintiff Hospitals complete any due diligence to ensure the accuracy of its own publicly reported safety data is wholly relevant to Plaintiffs' claims and Leapfrog's defenses. Leapfrog's Safety Grades in-part relies on Centers for Medicare & Medicaid Services ("CMS") data. To the extent that data is accurate or not is relevant to this litigation. Plaintiffs must provide a substantive response.

Interrogatory No. 17, Plaintiffs declined to respond. This interrogatory goes to Plaintiffs' claim for reputational damages. Leapfrog is entitled to know information regarding how the Plaintiff's communicate their good or bad safety grades to the parent company and the comments made by the Plaintiffs and/or the parent company about the legitimacy or accuracy of the healthcare safety ratings discussed. These issues go directly to your claims that the methodology is faulty and/or deceptively communicated. In addition, for example, if unions are recommending people do not go to the Plaintiff Hospitals, either for treatment or employment, then Leapfrog is entitled to know that, in addition to how Plaintiffs are remedying that situation. Interrogatory No. 17 likewise goes to Leapfrog's affirmative defense of mitigation of damages.

Interrogatory No. 18, Plaintiffs declined to respond. Just as you assert that the compensation of Leapfrog executives is driving the methodology, so too are we allowed to discovery and investigate whether this lawsuit and the claims are being driven by the Plaintiffs' executive compensation models. Especially in light of the fact that some of these hospitals were receiving C and D grades for years with no communication from the hospitals to Leapfrog taking issue at any time with the methodology or the reporting of the safety grades.

Interrogatory No. 20, Plaintiffs declined to respond. The Complaint pleads reputational harm and damages relating to patients going to competitor hospitals for treatment. Certainly, any market analysis, competitive analysis, or consumer perception survey Plaintiffs may have conducted is relevant to damages and Leapfrog's defenses that no such damages exist.

Interrogatory No. 21, Plaintiffs fail to identify any third-parties that have raised concerns about their reputation and/or public perception on issues in any way involving patient safety or satisfaction. This question goes directly to the issue of damages and the proximate cause of those damages. Leapfrog requests Plaintiffs amend this answer to provide a sufficient answer to the same.

Interrogatory No. 22, Plaintiffs fail to identify and describe any complaints, concerns, or comments from patients, community members, or referring physicians that relate to each hospital's reputation or comparisons to other hospitals in their region. Your answer is vague by simply stating that

“Plaintiff has received reports that patients and physicians considered or decided not to use Plaintiff’s facility because of misleading grades.” Your answer unnecessarily limits the interrogatory to just Leapfrog and despite Plaintiff’s rewriting of the interrogatory provides a wholly unresponsive answer. This interrogatory goes directly to Plaintiff’s own claims of damage as well as Leapfrog’s defenses. Leapfrog requests Plaintiff amend its answer.

Interrogatory No. 24, Plaintiffs declined to respond. This interrogatory is relevant to Plaintiffs’ reputational damages and Leapfrog’s defenses.

II. Plaintiffs’ Responses to Leapfrog’s Request for Production

Plaintiffs declined to produce documents in response to nineteen (19) requests for production propounded by Leapfrog. Specifically, Plaintiffs declined to produce documents in response to the following requests for production: Nos. 2, 12, 13, 14, 15, 23, 24, 25, 28, 30, 34, 43, 46, 49, 58, 59, 62, 63, 64.

RFP #2: Leapfrog narrows this request to all documents you have exchanged with the individuals identified in your initial disclosures as it relates to Leapfrog Safety Grades, methodology, scoring, measures, or otherwise relates to this litigation.

RFP #13: Leapfrog narrows this request to only include a list of medical malpractice cases where each Plaintiff hospital has been named as a defendant since January 1, 2023, including the case name, number, and venue.

RFP #46: This requests states, “All Documents You relied upon in drafting the allegations set forth in Your Complaint against Leapfrog.” The Complaint is composed of 138 paragraphs of allegations that Plaintiffs now decline to produce documents to support. Leapfrog reminds Plaintiffs that they filed this Complaint pursuant to Fed. R. Civ. P. 11. Plaintiffs must produce all documents they relied upon when drafting the Complaint.

RFP #58: Leapfrog narrows this request to January 1, 2023 to present.

For the remaining seventeen requests that Plaintiffs’ declined to produce documents in relation to, please see the chart below as to why each request is discoverable by Leapfrog, relevant to the claims and/or defenses, and proportionate to the needs of this case.

Reasoning for Relevance and Proportionality	Applicable Requests
<i>Requests related to patient safety at the Plaintiff Hospitals.</i> The crux of this litigation is patient safety. The Leapfrog Safety Grades, scoring, and methodology are all based on patient safety. Thus, Leapfrog any information related to patient safety at the Plaintiff Hospitals is relevant and proportional to the needs of this case.	RFP # 12, 23, 28, 30, 34, 62, 63
<i>Requests that relate to Plaintiffs’ alleged damages.</i>	RFP #

Plaintiffs allege reputational harm, loss of goodwill and revenue. To the extent there are other reasons why Plaintiffs suffer reputational harm, etc. is relevant to Leapfrog's defenses.	13, 14, 15, 34, 43, 49, 63
<i>Requests that relate to causation and liability.</i> Again, to the extent that any other actions or inactions by Plaintiffs have caused their alleged damages, such information is relevant to whether Leapfrog caused the alleged damages. Further, Plaintiffs actions or inactions may affect Leapfrog's Safety Grades and scoring. For example, if Plaintiffs fail to accurately report their own CMS data, Leapfrog's scoring of the Plaintiff Hospitals would be affected, and Plaintiffs may be liable for the very damages they allege against Leapfrog.	RFP # 13, 14, 15, 23, 34, 49, 59, 62
<i>Requests that relate to Leapfrog defenses.</i> Leapfrog's applicable affirmative defenses include speculative damages and avoidable consequences/failure to mitigate damages. Leapfrog also asserts that their Safety Grades, scoring, and methodology as it relates to the Plaintiff Hospitals is consistent with other ratings and scorings of the Plaintiff Hospitals. Further, Leapfrog asserts that the Plaintiff Hospitals lack credibility.	RFP # 24, 25, 30, 58, 59, 64

III. Leapfrog's Proposed Search Terms

Please see Leapfrog's proposed search terms below. All requests shall be searched back to January 1, 2023. Leapfrog requests Plaintiffs' produce documents with reference to what document is responsive to each request for production. Further, to the extent Plaintiffs' withhold documents that they deem "non-responsive" but the document hit on the search term, Leapfrog requests a log reflecting the same.

RFP #1	("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("grad*" OR "methodology" OR "harm" OR "hospital" OR "good samaritan" OR "delray" OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN" OR "market*" OR "behavior" OR "profit" OR "government" OR "sponsor" OR "member" OR "material" OR "chang*" OR "revenue" OR "cost" OR "loss" OR "harm" OR "reputation" OR "goodwill") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR
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	method* OR "model" OR "survey" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #2	("Erik" w/5 "Cazares" OR "Jerad" w/5 "Hanlon" OR "Heather" w/5 "Havericak" OR "Cynthia" w/5 "McCauley" OR "Sheri" w/5 "Montgomery" OR "Leah" w/5 "Binder" OR "Kush" w/5 "Banerjee" OR "Missy" w/5 "Danforth" OR "Lauren" w/5 "Bailey" OR "Katie" w/5 "Stewart") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #3	("good samaritan" OR "delray" OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN" OR "hospital") AND ("hospital survey" OR "safety grade" OR "input*" OR "metric" OR "method* OR "Leapfrog" OR "Leap Frog" OR "TLG") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #4	("good samaritan" OR "delray" OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN" OR "hospital") AND ("hospital survey" OR "safety grade" OR "input*" OR "metric" OR "method* OR "Leapfrog" OR "Leap Frog" OR "TLG") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #5	("input*" OR "invent" OR "bad" OR "create" OR "wors*" OR "made up" OR "make up" OR "concoct" OR "fals*" OR "mislead" OR "decept*" OR "feedback" OR "complain*" OR "nonresponding" OR "non-responding" OR "doesn't respond" OR "not respond" OR "average" OR "mean" OR "benefit" OR "unfair" OR "input*" OR "Lowest" OR "wors*" OR "5" OR "15" OR "upset" OR "critic*" OR frustrat* OR "disagree*" OR "not agree" OR "n't agree" OR annoy* OR wrong OR "participate" OR "inaccura*" OR "bad" OR "lie" OR "lying" OR "confus*" OR "compar*" OR "wrong" OR "pay-for-play" OR "scheme") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR

	method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #6	("Input*" OR "invent" OR "bad" OR "create" OR "wors*" OR "made up" OR "make up" OR "concoct" OR "fals*" OR "mislead" OR "decept*" OR "feedback" OR "complain*" OR "nonresponding" OR "non-responding" OR "doesn't respond" OR "not respond" OR "average" OR "mean" OR "benefit" OR "unfair" OR "imput*" OR "Lowest" OR "wors*" OR "5" OR "15" OR "upset" OR "critic*" OR frustrat* OR "disagree*" OR "not agree" OR "n't agree" OR annoy* OR wrong OR "participate" OR "inaccura*" OR "bad" OR "lie" OR "lying" OR "confus*" OR "compar*" OR "wrong" OR "pay-for-play" OR "scheme") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RPF #7	("Input*" OR "invent" OR "bad" OR "create" OR "wors*" OR "made up" OR "make up" OR "concoct" OR "invent" OR "fals*" OR "mislead" OR "decept*" OR "feedback" OR "complain*" OR "nonresponding" OR "non-responding" OR "doesn't respond" OR "not respond" OR "average" OR "mean" OR "benefit" OR "unfair" OR "Lowest" OR "wors*" OR "5" OR "15" OR "upset" OR "critic*" OR frustrat* OR "disagree*" OR "not agree" OR "n't agree" OR annoy* OR wrong OR "participate" OR "inaccura*" OR "bad" OR "lie" OR "lying" OR "confus*" OR "compar*" OR "wrong" OR "pay-for-play" OR "scheme") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #8	("impact*" OR "patient" OR "profit" OR "harm" OR "report*" OR "hir*" OR "care" OR "hospital" OR "relationship" OR "physician" OR "doctor" OR "staff" OR "consumer" OR "market" OR "loss" OR "damage*" OR "investor" OR "board" OR "admission" OR "reputation" OR "brand") AND ("Leapfrog" OR "Leap Frog" OR "TLG" OR "grad*" OR "rating" OR "rank" OR "scor*" OR imput* OR "survey" OR "hospital survey" OR "safety grade" OR "metric" OR "method*") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #9	

	No search terms.
RFP #10	No search terms.
RFP #11	(“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #12	(“presentation” OR “investor” OR “shareholder” OR “board” OR “member” OR “report*” OR “investigat*” OR “grad*” OR “rank*” OR “scor*” OR “survey” OR “model”) AND (“patient safety” OR “patient” OR “safety” OR “quality”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #13	(“good samaritan” OR “delray” OR “west boca” OR “palm beach gardens” OR “st. mary’s” OR “tenet” OR “palm beach health network” OR “PBHN” OR “hospital” OR “doctor” OR “medical malpractice” OR “malpractice”) AND (“lawsuit” OR “litigation” OR “pleading” OR “sue”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #14	(“National Practitioners Data Base” OR “National Practitioners”) (“Leapfrog” OR “Leap Frog” OR “TLG”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”) OR “invent” OR “investigat*” OR “rank*” OR “hospital”)
RFP #15	(“complain*” OR “critic*” OR “feedback” OR “comment”) AND (“physician” OR “hospital” OR “nurse” OR “doctor” OR “staff” OR “pharmacist” OR “specialist” OR “employee” OR “independent contractor” OR “hospital” OR “good samaritan” OR “delray” OR “west boca” OR “palm beach gardens” OR “st. mary’s” OR “tenet” OR “palm beach health network” OR “PBHN”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)

RFP #16	("safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "hospital survey" OR "hospital rank" OR "hospital rat*" OR "hospital scor*" OR "hospital grad*") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #17	("palm beach health network" OR "PBHN") AND ("Leapfrog" OR "Leap Frog" OR "LFG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #18	("patient" OR "customer" OR "client" OR "complaint" OR "report" OR "comment" OR "feedback") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #19	("impact*" OR "patient" OR "profit" OR "harm" OR "report*" OR "hir*" OR "care" OR "hospital" OR "relationship" OR "physician" OR "doctor" OR "staff" OR "consumer" OR "market" OR "loss" OR "damage*" OR "investor" OR "board") AND ("Leapfrog" OR "Leap Frog" OR "TLG" OR "grad*" OR "rating" OR "rank" OR "scor*" OR "Imput*" OR "survey" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #20	("performance" OR "rat*" OR "rank" OR "grad*" OR "evaluat*") AND ("hospital" OR "good samaritan" OR "delray" OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN" OR "care" OR "service" OR "healthcare" OR "physician" OR "hospital" OR "nurse" OR "doctor" OR "staff" OR "pharmacist" OR "specialist" OR "employee" OR "independent contractor") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5

	("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #21	("media" OR "advocacy group" OR "public relations" OR "statement" OR "public" OR "social media" OR "story" OR "publicity" OR "government" OR "online" OR "publish") AND ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #22	No search terms.
RFP #23	("complain*" OR "critic*" OR "feedback" OR "comment") AND ("safety" OR "quality" OR "healthcare" OR "services" OR "physician" OR "hospital" OR "nurse" OR "doctor" OR "staff" OR "pharmacist" OR "specialist" OR "employee" OR "independent contractor" OR "hospital" OR "good samaritan" OR "delray" OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #24	("evaluat*" OR "grad*" OR "rank" OR "rat*" OR "performance" OR "survey" OR "safety grad*") ("Vizient" OR "Premier" OR "HealthTrust" OR "Purchasing Group" OR "The Joint Commission" OR "HealthGrades" OR "US News" OR "Newsweek" OR "Statista" OR "Definitive Healthcare") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #25	("complaint" OR "critic*" OR "feedback" OR "comment") AND ("consumer products" OR "false advertising") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")

RFP #26	("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #27	("hospital survey" OR "safety grade" OR "input*" OR "metric" OR "method*" OR "Leapfrog" OR "Leap Frog" OR "TLG") AND ("investigat*" OR "report" OR "study") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #28	("patient") AND ("safety" OR "data" OR "outcomes" OR "metrics") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #29	("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #30	("public statement" OR "statement" OR "social media" OR "press" OR "release" OR "post" OR "media" OR "public relations" OR "story" OR "publicity" OR "online" OR "publish") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #31	("patient" OR "customer" OR "client" OR "complaint" OR "report" OR "comment" OR "feedback" OR "reliance" OR "relied" OR "rely" OR "decision" OR "determin*") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")

RFP #32	("consumer harm" OR "consumer groups" OR "accreditation" OR "better business bureau" OR "analysts") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #33	("admission" OR "impact*" OR "patient" OR "profit" OR "harm" OR "report*" OR "hir*" OR "care" OR "hospital" OR "relationship" OR "physician" OR "doctor" OR "staff" OR "consumer" OR "market" OR "loss" OR "damage*" OR "investor" OR "board") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #34	("federal agency" OR "state agency" OR "accredit*" OR "Centers for Medicare & Medicaid Services" OR "CMS" OR "regulator" OR "Centers for Disease Control & Prevention" OR "the joint commission" OR "Vizient" OR "Premier" OR "agency" OR "health department") AND ("patient safety" OR "sanctions" OR "violat*" OR "violation" OR "patient outcomes" OR "action" OR "lawsuit" OR "litigation" OR "breach") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #35	("public statement" OR "statement" OR "social media" OR "press" OR "release" OR "post" OR "media" OR "public relations" OR "story" OR "publicity" OR "online" OR "publish") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")

RFP #36	("grievance" OR "complain*" OR "process" OR "response" OR "appeal") AND ("Leapfrog" OR "Leap Frog" OR "TLG" OR "grad*" OR "rating" OR "rank" OR "scor*" OR "Imput*" OR "survey") ("outcome*" OR "mitigation" OR "plan" OR "future process" OR "root cause analyses" OR "chang*") AND ("Leapfrog" OR "Leap Frog" OR "TLG" OR "grad*" OR "rating" OR "rank" OR "scor*" OR "Imput*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #37	("draft complaint" OR "complaint" OR "pleading" OR "draft pleading" OR "lawsuit" OR "suit") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #38	("admission" OR "impact*" OR "patient" OR "profit" OR "harm" OR "report*" OR "hir*" OR "care" OR "hospital" OR "relationship" OR "physician" OR "doctor" OR "staff" OR "consumer" OR "market" OR "loss" OR "damage*" OR "investor" OR "board") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #39	("grievance" OR "complain*" OR "process" OR "response" OR "appeal" OR "data submi*" OR "chang*") AND ("Leapfrog" OR "Leap Frog" OR "TLG" OR "grad*" OR "rating" OR "rank" OR "scor*" OR "Imput*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #40	("admission" OR "impact*" OR "patient" OR "profit" OR "harm" OR "report*" OR "hir*" OR "care" OR "hospital" OR "relationship" OR "physician" OR "doctor" OR

	“staff” OR “consumer” OR “market” OR “loss” OR “damage*” OR “investor” OR “board” OR “stakeholder”) AND (“Leapfrog” OR “Leap frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*” OR “rating” OR “scor*” OR “rank” OR “grad*” OR “survey”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #41	(“data sets” OR “charts” OR “patient records” OR “evaluat*”) AND (“computerized physician order entry” or “bar code medication administration” or “ICU physician staff*” or “hand hygiene”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #42	(“event” OR “patient” OR “adverse” OR “emergen*” OR “negative” OR “cause”) AND (“computerized physician order entry” or “bar code medication administration” or “ICU physician staff*” or “hand hygiene”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #43	(“pay-for-play” OR “scheme” OR “line the pocket” OR “brazen” OR “Mary Beth” w/5 “Maloney”) AND (“Leapfrog” OR “Leap frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*” OR “rating” OR “scor*” OR “rank” OR “grad*” OR “survey”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #44	(“consult*” OR “consult* servic*”) AND (“Leapfrog” OR “Leap frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*” OR “rating” OR “scor*” OR “rank” OR “grad*” OR “survey”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR

	method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #45	("board" OR "committee" OR "advisory") AND ("presentation*" OR "tax return" OR "financial statements" OR "financial") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #46	("Input*" OR "invent" OR "bad" OR "create" OR "wors*" OR "made up" OR "make up" OR "concoct" OR "fals*" OR "mislead" OR "decept*" OR "feedback" OR "complain*" OR "nonresponding" OR "non-responding" OR "doesn't respond" OR "not respond" OR "average" OR "mean" OR "benefit" OR "unfair" OR "imput*" OR "Lowest" OR "wors*" OR "5" OR "15" OR "upset" OR "critic*" OR frustrat* OR "disagree*" OR "not agree" OR "n't agree" OR annoy* OR wrong OR "participate" OR "inaccura*" OR "bad" OR "lie" OR "lying" OR "Confus*" OR "compar*") AND ("Leapfrog" OR "Leap frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*" OR "rating" OR "scor*" OR "rank" OR "grad*" OR "survey") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #47	("market share" OR "position" OR "finance" OR "market") AND ("compar*" OR "competitor" OR "competition") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #48	("investor" OR "shareholder" OR "board" OR "member" OR "Tenet Healthcare" OR "executive") AND ("presentation" OR "report*" OR "investigat*" OR "grad*" OR "rank*" OR "scor*" OR "survey" OR "position*" OR "competitor*") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #49	("patient volume" OR "market share" OR "patient demographic") AND ("compar*" OR "competitor" OR "competition")

	("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #50	("pric* of servic*" OR "price") AND ("compar*" OR "competitor" OR "competition") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #51	("consumer perception survey" OR "consumer brand" OR "brand studies" OR "market research" OR "report") AND ("hospital" OR "compar*" OR "competitor" OR "competition" OR "good samaritan" OR "delray" OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
Request #52	("report" OR "stud*" OR "analys*" OR "investigat*") AND ("reputation" OR "brand" OR "image" or "public image" OR "perception") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
Request #53	("enhance" OR "protect" OR "public relation*" OR "media" OR "outreach" OR "management") AND ("reputation" OR "brand" OR "image" or "public image" OR "perception") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "input*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
Request #54	("market*" OR "agenc*" OR "public relation*" OR "media" OR "outreach" OR "management" OR "consultant") AND ("reputation" OR "brand" OR "image" or "public image" OR "perception" OR "consumer") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR

	“methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #55	(“award” OR “rank*” OR “rate” OR “rating” OR “recogni*”) AND (“compar*” OR “competitor” OR “competition”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #56	(“admission” OR “impact*” OR “patient” OR “profit” OR “harm” OR “report*” OR “hir*” OR “care” OR “hospital” OR “relationship” OR “physician” OR “doctor” OR “staff” OR “consumer” OR “market” OR “loss” OR “damage*” OR “investor” OR “board”) AND (“Leapfrog” OR “Leap frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*” OR “rating” OR “scor*” OR “rank” OR “grad*” OR “survey”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #57	(“patient volume” OR “admission” OR “revenue” OR “referral*” OR “engagement” OR “decrease” OR “patient” OR “hospital”) AND (“fraudulent billing” OR “criminal” OR “civil” OR “defraud” OR “fraud” OR “defrauding Medicaid” OR “pay* kickback*” OR “false claim act violation*”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #58	(“press” OR “release” OR “press release” OR “statement” OR “public statement” OR “media” OR “response”) AND (“lawsuit” OR “litigation” OR “investigat*” OR “negative press” OR “negative media” OR “negative coverage”) (“Leapfrog” OR “Leap Frog” OR “TLG” OR “safety grad*” OR “hospital survey” OR “hospital safety grad*”) AND (“lawsuit” OR “litigation” OR “survey” OR “methodolog*” OR “safety” OR “grad*” OR “Leah” w/5 “Binder” OR “input*” w/5 (“metric OR “data” OR “response” OR “method” OR “model”) OR “patient” OR method* OR “model” OR “scor*” OR “rating” OR “investigat*” OR “rank*” OR “hospital”)
RFP #59	(“media coverage” OR “press” OR “media” OR “statement” OR “social media” OR “print” OR “story”) AND (“misconduct” OR “litigation” OR “lawsuit” OR “sue*” OR “scrutiny” OR “regulatory scrutiny”) AND (“hospital” OR “good samaritan” OR “delay”)



	OR "west boca" OR "palm beach gardens" OR "st. mary's" OR "tenet" OR "palm beach health network" OR "PBHN") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")
RFP #60	("press" OR "release" OR "press release" OR "statement" OR "public statement" OR "media" OR "response" OR "consultant" OR "public relations" OR "crisis management expert" OR "crisis management") AND ("lawsuit" OR "litigation" OR "investigat*" OR "negative press" OR "negative media" OR "negative coverage" OR "press" OR "media" OR "coverage") ("Leapfrog" OR "Leap Frog" OR "TLG" OR "safety grad*" OR "hospital survey" OR "hospital safety grad*") AND ("lawsuit" OR "litigation" OR "survey" OR "methodolog*" OR "safety" OR "grad*" OR "Leah" w/5 "Binder" OR "imput*" w/5 ("metric OR "data" OR "response" OR "method" OR "model") OR "patient" OR method* OR "model" OR "scor*" OR "rating" OR "investigat*" OR "rank*" OR "hospital")

Leapfrog welcomes a written response to this correspondence as applicable. Otherwise, Leapfrog looks forward to a meaningful meet and confer on August 6, 2025 and any subsequent meet and confers that may be necessary to resolve Plaintiffs' deficiencies discussed above.

Very yours truly,

WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP

Kimberly E. Blair

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

CASE NO. 9:25-CV-80526-DMM

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

Plaintiffs,

v.

THE LEAPFROG GROUP,

Defendant.

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PROTECTIVE ORDER**

THIS CAUSE comes before the Court on Plaintiffs' Motion For Protective Order (ECF No. ____). The Court, having reviewed the Motion, any response thereto, and being otherwise advised, it is

ORDERED AND ADJUDGED that the Plaintiffs' Motion For Protective Order is **GRANTED**. As the Court has explained, this case concerns Defendant The Leapfrog Group's ("TLG") Hospital Safety Grade methodology, TLG's representations about that methodology, and the harm the Plaintiff Hospitals allege they suffered as a result of those representations, including the Safety Grades themselves. *See Good Samaritan Med. Ctr., Inc. v. The Leapfrog Grp.*, 2025 WL 2223335, at *1, *4 (S.D. Fla. July 15, 2025). Moreover, because the Plaintiff Hospitals have withdrawn their request for monetary damages and jury demand, ECF No. 54, they must demonstrate only that they have been aggrieved as a result of TLG's conduct. Therefore, it is hereby **ORDERED** that:

1. The Plaintiff Hospitals are granted a protective order prohibiting TLG's document requests and interrogatories from seeking discovery beyond the Plaintiff Hospitals' single claim (and non-monetary damages) and TLG's defenses, including TLG's Hospital Safety Grade methodology, TLG's representations about how it issues the Safety Grades, and whether the Plaintiff Hospitals have been aggrieved as a result of TLG's conduct.
2. Discovery may include, but is not necessarily limited to: (a) documents and information reflecting how the Plaintiff Hospitals would have responded to the four survey-based measures for which TLG imputes the lowest possible score to non-participants in its Hospital Survey, to the extent such documents exist; (b) documents, communications, and information bearing on whether the Plaintiff Hospitals have been aggrieved as a result of TLG's alleged deceptive practice; (c) documents and communications between the Plaintiff Hospitals and TLG; and (d) documents and communications reflecting the Plaintiff Hospitals' reactions to TLG's Safety Grades issued in or after Fall 2024 or TLG's Fall 2024 change of methodology.
3. The following Requests for Production ("RFPs") are excluded from discovery as irrelevant and/or disproportionate to the needs of the case under Federal Rule of Civil Procedure 26: RFPs 15, 24, 28, 34, 49, 57, 58, 59, 62, and 63.
4. The following Interrogatories ("ROGs") are excluded from discovery as irrelevant and/or disproportionate to the needs of the case under Federal Rule of Civil Procedure 26: ROGs 11, 17, 18, 20, and 24.
5. This Order is without prejudice to the parties' ability to meet and confer in good faith about any individual discovery request and, if necessary, to bring any future disputes to the Court consistent with the limits set forth herein.

IT IS SO ORDERED.

DATED _____

Judge Matthewman