

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' NOTICE OF AMENDED PROPOSED ORDER

The Plaintiff Hospitals submit this notice amending their Proposed Order Granting Plaintiffs' Motion for Protective Order ("Proposed Order") (Dkt. 55-32).

Just hours after the Plaintiff Hospitals docketed their reply brief in support of their Motion for Protective Order, TLG informed the Plaintiff Hospitals for the first time that it intended to construe any order by this Court on the Motion to not have "any ... effect" on the scope of the Rule 30(b)(6) deposition topics for the Plaintiff Hospitals' CEOs. Ex. N.¹ That same evening, TLG informed the Plaintiff Hospitals, also for the first time, that TLG had issued twelve non-party subpoenas. Exs. P, Q, R. With respect to five of these subpoenas, the Plaintiff Hospitals ***had no prior notice*** of those subpoenas, which were dated August 6 and were purportedly served on the non-parties on August 8 (two weeks ago) demanding production by August 20.² *Contra* Fed. R. Civ. P. 45(a)(4) ("If the subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, then ***before it is served***

¹ TLG has just today sent the Plaintiff Hospitals Amended Notices of Rule 30(b)(6) Deposition. Exs. O-1-5 (superceding Dkts. 55-15 through 55-19). The deposition topics identified in the Amended Proposed Order refer to these new submissions.

² Seven of these subpoenas are attached as exhibits to the Motion for Protective Order. *See* Dkts. 55-20 through 55-26. The five new subpoenas are directed to: Joint Commission; Agency for Health Care Administration; Florida Department of Health; Tenet Healthcare Quality Compliance and Ethics Committee (now withdrawn); and Palm Beach Health Network (now withdrawn). *See* Ex. Q (only attaching subpoenas not previously appended as exhibits to the Motion).

on the person to whom it is directed, a notice and a copy of the subpoena must be served on each party.”).

The revised Proposed Order accounts for these developments and requests that the Court address these ripe issues in a single order to facilitate an efficient discovery process in this expedited case. Accordingly, to conserve judicial resources and to ensure that any order of this Court regarding the proper scoping of discovery will be properly effectuated, the Plaintiff Hospitals now submit a revised Proposed Order to make certain the requested relief specifically encompasses the Rule 30(b)(6) deposition topics and non-party subpoenas.³

Dated: August 20, 2025

Respectfully submitted,

By: /s/ Brandon S. Floch

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³ **Appendix 1** contains the Amended Proposed Order and a redline showing the Plaintiff Hospital’s requested changes.

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Attorneys for the Plaintiff Hospitals

APPENDIX 1

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, interrogatories, Rule 30(b)(6) deposition topics, and non-party subpoenas 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. The following Amended Rule 30(b)(6) deposition topics are excluded from discovery as irrelevant and/or disproportionate to the needs of the case under Federal Rule of Civil Procedure 26: 4, 5, 6, 12, 13, 18, 19, 20, 21, 22.
6. The RFPs in the following subpoenas are excluded and/or quashed as irrelevant under Federal Rules of Civil Procedure 26 and 45:
 - a. Joint Commission: RFPs 1, 2, 3, 4
 - b. Agency for Health Care Administration: RFPs 1, 2, 3, 4
 - c. Florida Department of Health: RFPs 1, 2, 3, 4
 - d. SEIU – Service Employees International Union: RFPs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
 - e. 1199 Service Employees International Union of United Healthcare Workers East: RFPs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
 - f. Nurses United: RFPs 1, 2, 3, 4, 5, 6, 7, 8, 10, 11
 - g. Blue Cross Blue Shield of Florida, Inc.: RFPs 1, 2, 3, 4
 - h. United Healthcare Legal Department: RFPs 1, 2, 3, 4
7. 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

APPENDIX 1

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

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**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PROTECTIVE ORDER**

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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, Rule 30(b)(6) deposition topics, and non-party subpoenas 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.
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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. The following Amended Rule 30(b)(6) deposition topics are excluded from discovery as irrelevant and/or disproportionate to the needs of the case under Federal Rule of Civil Procedure 26: 4, 5, 6, 12, 13, 18, 19, 20, 21, 22.

6. The RFPs in the following subpoenas are excluded and/or quashed as irrelevant under Federal Rules of Civil Procedure 26 and 45:

a. Joint Commission: RFPs 1, 2, 3, 4

b. Agency for Health Care Administration: RFPs 1, 2, 3, 4

c. Florida Department of Health: RFPs 1, 2, 3, 4

d. SEIU – Service Employees International Union: RFPs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

e. 1199 Service Employees International Union of United Healthcare Workers East: RFPs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

f. Nurses United: RFPs 1, 2, 3, 4, 5, 6, 7, 8, 10, 11

g. Blue Cross Blue Shield of Florida, Inc.: RFPs 1, 2, 3, 4

h. United Healthcare Legal Department: RFPs 1, 2, 3, 4

~~5.7.~~ 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

Exhibit N

From: [Wood, Courtney L.](#)
To: [Crain, Lee R.](#); [Blair, Kimberly E.](#); [Zibas, Jura C.](#); [Biggs, Shawna](#); [Dibadj, Abigail](#); [Modi, Kavi V.](#)
Cc: [Maloney, Mary Beth](#); [Chung, Daniel P.](#); [Yang, Betty X.](#); [Hvidt, Scott K.](#); [Scott, Sydney](#); [mpineiro@mnrlawfirm.com](#); [bfloch@mnrlawfirm.com](#); [Rashbaum Daniel](#); [Takagaki, Marc Aaron](#); [Zibas, Jura C.](#); [Modi, Kavi V.](#); [Dibadj, Abigail](#); [Cardone, Emily](#)
Subject: RE: Good Sam. v Leapfrog - Berger Deposition Follow-Up
Date: Tuesday, August 19, 2025 10:58:09 PM
Attachments: [Proposed Order 8,13,25.pdf](#)

This Message Is From an External Sender

This message came from outside your organization.

Lee,

The CEOs are going on the dates already agreed upon. 8/28 will have two depositions going at the same time. Objecting to your clients being re-deposed is your prerogative. However, the proposed order on your motion for protective order makes no mention of 30(b)(6) topics so I am unsure how the Court's ruling will have any such effect on the depositions.

Best Regards,

Courtney L. Wood
Attorney at Law
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312.704.0550 (Main)
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courtney.wood@wilsonelser.com

From: Crain, Lee R. <LCrain@gibsondunn.com>
Sent: Tuesday, August 19, 2025 9:45 PM
To: Wood, Courtney L. <Courtney.Wood@wilsonelser.com>; Blair, Kimberly E. <Kimberly.Blair@wilsonelser.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>
Cc: Maloney, Mary Beth <MMaloney@gibsondunn.com>; Chung, Daniel P. <DChung@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Scott, Sydney <SAScott@gibsondunn.com>; [mpineiro@mnrlawfirm.com](#); [bfloch@mnrlawfirm.com](#); [Rashbaum Daniel](#) <[drashbaum@mnrlawfirm.com](#)>; [Takagaki, Marc Aaron](#) <[MTakagaki@gibsondunn.com](#)>; [Zibas, Jura C.](#) <[Jura.Zibas@wilsonelser.com](#)>; [Modi, Kavi V.](#) <[Kavi.Modi@wilsonelser.com](#)>; [Dibadj, Abigail](#) <[Abigail.Dibadj@wilsonelser.com](#)>; [Cardone, Emily](#) <[ECardone@gibsondunn.com](#)>
Subject: RE: Good Sam. v Leapfrog - Berger Deposition Follow-Up

EXTERNAL EMAIL This email originated from outside the organization.

Courtney – thank you for your email. We will produce the experts on those dates/at those locations.

Our email, however, proposed a more comprehensive schedule to which you have not responded. What is your proposed schedule with respect to the Hospital CEOs? To be clear, we will be producing our witnesses for a deposition only once. If you would like to take the depositions off calendar pending the Court's ruling on our motion for a protective order, please confirm asap so we can adjust schedules. But you are on notice we will absolutely be objecting to any effort to re-depose the CEOs.

Lee

Lee R. Crain
Partner

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GIBSON DUNN

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200 Park Avenue, New York, NY 10166-0193

From: Wood, Courtney L. <Courtney.Wood@wilsonelser.com>

Sent: Tuesday, August 19, 2025 7:26 PM

To: Crain, Lee R. <LCrain@gibsondunn.com>; Blair, Kimberly E. <Kimberly.Blair@wilsonelser.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>

Cc: Maloney, Mary Beth <MMaloney@gibsondunn.com>; Chung, Daniel P. <DChung@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Scott, Sydney <SAScott@gibsondunn.com>; mpineiro@mnlrlawfirm.com; bfloch@mnlrlawfirm.com; Rashbaum Daniel <drashbaum@mnlrlawfirm.com>; Takagaki, Marc Aaron <MTakagaki@gibsondunn.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Cardone, Emily <ECardone@gibsondunn.com>

Subject: RE: Good Sam. v Leapfrog - Berger Deposition Follow-Up

Lee,

We agree to conduct your experts on the following dates:

1. Berger on 8/28 at 9:30 AM EST (via zoom)
2. Chakurda on 9/2 in Wilson Elser's New York office at 10 AM EST
3. Nicholson on 9/8 at in Wilson Elser's New York office at 10 AM EST

Formal notices will be forthcoming.

Best,

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312.704.1522 (Fax)
courtney.wood@wilsonelser.com

From: Crain, Lee R. <LCrain@gibsondunn.com>

Sent: Friday, August 15, 2025 11:36 AM

To: Blair, Kimberly E. <Kimberly.Blair@wilsonelser.com>; Wood, Courtney L. <Courtney.Wood@wilsonelser.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>

Cc: Maloney, Mary Beth <MMaloney@gibsondunn.com>; Chung, Daniel P. <DChung@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Scott, Sydney <SAScott@gibsondunn.com>; mpineiro@mnrllawfirm.com; bfloch@mnrllawfirm.com; Rashbaum Daniel <drashbaum@mnrllawfirm.com>; Takagaki, Marc Aaron <MTakagaki@gibsondunn.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Cardone, Emily <ECardone@gibsondunn.com>

Subject: RE: Good Sam. v Leapfrog - Berger Deposition Follow-Up

EXTERNAL EMAIL This email originated from outside the organization.

Kim – thanks for your note. Unfortunately, Professor Berger’s schedule is limited on the dates you’ve flagged, and we have to get him in on the 27th or the 28th. Here is our proposal to try to get this done in a way that would work for everyone’s schedules (and have the benefit of no depositions leading into Labor Day weekend!). Please let us know if this works. We are open to holding any of these virtually if you prefer—just let us know.

1. Aug. 25 – Cazares Depo [FL]
2. Aug. 26 – Hanlon [FL]
3. Aug. 27 – Montgomery [FL]
4. Aug. 28 – Berger [NY]
5. Sept. 2 – Chakurda [NY or FL—he can do either]
6. Sept. 3 – Havericak [FL]
7. Sept. 4 or 5 – McCauley [FL]
8. Sept. 8 – Nicholson [NY]

Given your availability dates and ours, if we free up August 28 for Berger by shifting some fact depositions to the next week this should work. Please let us know. We appreciate your assistance in this regard.

Lee

Lee R. Crain
Partner

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GIBSON DUNN

Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Blair, Kimberly E. <Kimberly.Blair@wilsonelser.com>

Sent: Thursday, August 14, 2025 4:47 PM

To: Crain, Lee R. <LCrain@gibsondunn.com>; Wood, Courtney L. <Courtney.Wood@wilsonelser.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>

Cc: Maloney, Mary Beth <MMaloney@gibsondunn.com>; Chung, Daniel P. <DChung@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Scott, Sydney <SAScott@gibsondunn.com>; mpineiro@mnrlawfirm.com; bfloch@mnrlawfirm.com; Rashbaum Daniel <drashbaum@mnrlawfirm.com>; Takagaki, Marc Aaron <MTakagaki@gibsondunn.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>

Subject: RE: Good Sam. v Leapfrog - Berger Deposition Follow-Up

Lee:

We have not forgotten about this, but as you can imagine we are trying to work out the timing and travel logistics to New York during the time you propose. Unfortunately, right now neither of those two dates work for anyone on our team based on other case load schedules. You have indicated that we must take his deposition before September 7. We would be happy to compromise in light of the robust schedule, but you indicated no desire to produce your expert after September 7. Therefore, we would propose, August 30, September 2, 3, 4, 5 or 6. If those do not work I would suggest we look for a date after September 7.

Kim

Kimberly E. Blair
Attorney at Law

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312.704.0550 (Main)
312.704.1522 (Fax)
kimberly.blair@wilsonelser.com

We have moved! Our NEW address is 161 N. Clark, Suite 4500, Chicago, IL 60601

From: Crain, Lee R. <LCrain@gibsondunn.com>
Sent: Thursday, August 14, 2025 1:59 PM
To: Wood, Courtney L. <Courtney.Wood@wilsonelser.com>; Blair, Kimberly E. <Kimberly.Blair@wilsonelser.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>
Cc: Maloney, Mary Beth <MMaloney@gibsondunn.com>; Chung, Daniel P. <DChung@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Scott, Sydney <SAScott@gibsondunn.com>; mpineiro@mnrlawfirm.com; bfloch@mnrlawfirm.com; Rashbaum Daniel <drashbaum@mnrlawfirm.com>; Takagaki, Marc Aaron <MTakagaki@gibsondunn.com>
Subject: Good Sam. v Leapfrog - Berger Deposition Follow-Up

EXTERNAL EMAIL This email originated from outside the organization.

Kim and Courtney – we write to follow up on scheduling Professor Berger’s deposition, the dates for which we proposed on August 6 and have followed up on multiple times. Dr. Berger needs to schedule medical appointments promptly on one of the two days he has offered (Aug. 27 or 28), which is why we are again following up for you to promptly confirm which date you would like to depose him. Please confirm by end of day today, or we will have to proceed to pick one of the dates.

Thanks,

Lee

Lee R. Crain
Partner

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GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

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You should NEVER wire money to any bank account that Wilson Elser Moskowitz Edelman & Dicker LLP provides to you either in the body of this or any email or in an attachment without first speaking with the attorney in our office who is handling your transaction. Further, DO NOT accept emailed wire instructions from anyone else without voice verification. Even if an email looks like it has come from this office or someone involved in your transaction, CALL US FIRST AT A NUMBER YOU KNOW TO BE CORRECT FOR THIS OFFICE to verify the information before wiring any money. Failure to do so is at your own risk. Be particularly wary of any request to change wire instructions you have already received.

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Thank you.

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Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

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You should NEVER wire money to any bank account that Wilson Elser Moskowitz Edelman & Dicker LLP provides to you either in the body of this or any email or in an attachment without first speaking with the attorney in our office who is handling your transaction. Further, DO NOT accept emailed wire instructions from anyone else without voice verification. Even if an email looks like it has come from this office or someone involved in your transaction, CALL US FIRST AT A NUMBER YOU KNOW TO BE CORRECT FOR THIS OFFICE to verify the information before wiring any money. Failure to do so is at your own risk. Be particularly wary of any request to change wire instructions you have already received.

CONFIDENTIALITY NOTICE: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.

For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.

Exhibit O-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.	)	

**AMENDED 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”)	Neiman Mays Floch & Almeida PLLC, 100 SE 3rd Avenue, Suite 805, Fort Lauderdale, FL 33394	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. Plaintiffs have agreed to secure the services of a Court Reporter. 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 20, 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

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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 20th 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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GIBSON, DUNN & CRUTCHER LLP

Mary Beth Maloney (pro hac vice)

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Betty X. Yang (pro hac vice)

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2001 Ross Avenue, Suite 2100

Dallas, TX 75201

Telephone: 214.698.3100

Facsimile: 214.571.2900

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.
3. Plaintiff's responses to Defendant's discovery requests, including interrogatories and request for production produced by Plaintiffs.

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 harm to Your reputation.

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

14. 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.

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

16. Plaintiff's communications with Defendant regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

17. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

18. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.

19. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.

20. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.

21. 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.

22. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.

Exhibit O-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.	)	

**AMENDED 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.	Neiman Mays Floch & Almeida PLLC 100 SE 3rd Avenue, Suite 805, Fort Lauderdale, FL 33394	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. Plaintiffs have agreed to secure the services of a Court Reporter. 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 20, 2025

Respectfully submitted,

WILSON ELSER 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

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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 20th 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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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 produced by Plaintiffs.

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 harm to Your reputation.

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

14. 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.

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

16. Plaintiff's communications with Defendant regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

17. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

18. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.

19. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.

20. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.

21. 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.

22. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.

Exhibit O-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.	)	

**AMENDED 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.	Neiman Mays Floch & Almeida PLLC 100 SE 3rd Avenue, Suite 805, Fort Lauderdale, FL 33394	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. Plaintiffs have agreed to secure the services of a Court Reporter. 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 20, 2025

Respectfully submitted,

WILSON ELSER 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 20th 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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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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Telephone: 214.698.3100

Facsimile: 214.571.2900

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, 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 produced by Plaintiffs.

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 harm to Your reputation.

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

14. 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.

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

16. Plaintiff's communications with Defendant regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

17. Plaintiff's communications with third parties regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

18. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.

19. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's market growth.

20. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.

21. 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.

22. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.

Exhibit O-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.	)	

**AMENDED 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.	Neiman Mays Floch & Almeida PLLC 100 SE 3rd Avenue, Suite 805, Fort Lauderdale, FL 33394	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. Plaintiffs have agreed to secure the services of a Court Reporter. 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 20, 2025

Respectfully submitted,

WILSON ELSER 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 20th 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

Miami, Florida 33131

Telephone: 305-400-4268

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mpineiro@mnrlawfirm.com

drashbaum@mnrlawfirm.com

bfloch@mnrlawfirm.com

GIBSON, DUNN & CRUTCHER LLP

Mary Beth Maloney (pro hac vice)

Lee R. Crain (pro hac vice)

200 Park Avenue

New York, NY 10166

Telephone: 212.351.4000

Facsimile: 212.351.4035

Email: mmaloney@gibsondunn.com

Email: lcrain@gibsondunn.com

Betty X. Yang (pro hac vice)

Scott K. Hvidt (pro hac vice)

2001 Ross Avenue, Suite 2100

Dallas, TX 75201

Telephone: 214.698.3100

Facsimile: 214.571.2900

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, West Boca 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>.

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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 produced by Plaintiffs.

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 harm to Your reputation.

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

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

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20. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.

21. 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.

22. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.

Exhibit O-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.	)	

**AMENDED 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	Neiman Mays Floch & Almeida PLLC 100 SE 3rd Avenue, Suite 805, Fort Lauderdale, FL 33394	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. Plaintiffs have agreed to secure the services of a Court Reporter. 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 20, 2025

Respectfully submitted,

WILSON ELSER 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 20th 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

Miami, Florida 33131

Telephone: 305-400-4268

Facsimile: 954-688-2492

mpineiro@mnrlawfirm.com

drashbaum@mnrlawfirm.com

bfloch@mnrlawfirm.com

GIBSON, DUNN & CRUTCHER LLP

Mary Beth Maloney (pro hac vice)

Lee R. Crain (pro hac vice)

200 Park Avenue

New York, NY 10166

Telephone: 212.351.4000

Facsimile: 212.351.4035

Email: mmaloney@gibsondunn.com

Email: lcrain@gibsondunn.com

Betty X. Yang (pro hac vice)

Scott K. Hvidt (pro hac vice)

2001 Ross Avenue, Suite 2100

Dallas, TX 75201

Telephone: 214.698.3100

Facsimile: 214.571.2900

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, St. Mary’s 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.

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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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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.

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17. Plaintiff's communications with Defendant regarding Leapfrog, the Hospital Survey, and Plaintiff's Safety Grades.

18. Plaintiff's communications with third parties regarding Leapfrog, the Hospital

Survey, and Plaintiff's Safety Grades.

19. Facts related to the effects of the Safety Grades and Leapfrog Scoring Methodology on Plaintiff's patient volume and referrals.

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21. Facts related to Plaintiff's market share and position relative to Plaintiff's competitors.

22. 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.

23. Plaintiff's involvement with organizations that evaluate healthcare performance, including but not limited to Vizient, Inc., Premier, Inc., HealthTrust Purchasing Group, HealthGrades, etc.

Exhibit P

From: [Wood, Courtney L.](#)
To: [Kuntz, Andrew V.](#); [Blair, Kimberly E.](#); [Zibas, Jura C.](#)
Cc: [Biggs, Shawna](#); [Dibadj, Abigail](#); [Modi, Kavi V.](#); [Hvidt, Scott K.](#); [Maloney, Mary Beth](#); [Yang, Betty X.](#); [mpineiro@mnrlawfirm.com](#); [bfloch@mnrlawfirm.com](#); ["Daniel Rashbaum"](#); [Takagaki, Marc Aaron](#); [Reilly, Kevin](#); [Archambeau, Karsyn](#); [Cardone, Emily](#); [Crain, Lee R.](#)
Subject: RE: Good Samaritan Medical Center, et al. v. The Leapfrog Group
Date: Tuesday, August 19, 2025 8:15:30 PM

This Message Is From an External Sender

This message came from outside your organization.

Andrew,

The subpoena is withdrawn.

Best,

Courtney L. Wood
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
161 N Clark - Suite 4500
Chicago, IL 60601
312.821.6121 (Direct)
312.704.0550 (Main)
312.704.1522 (Fax)
courtney.wood@wilsonelser.com

From: Kuntz, Andrew V. <AKuntz@gibsondunn.com>
Sent: Tuesday, August 19, 2025 5:54 PM
To: Blair, Kimberly E. <Kimberly.Blair@wilsonelser.com>; Zibas, Jura C. <Jura.Zibas@wilsonelser.com>
Cc: Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Wood, Courtney L. <Courtney.Wood@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Maloney, Mary Beth <MMaloney@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>; mpineiro@mnrlawfirm.com; bfloch@mnrlawfirm.com; 'Daniel Rashbaum' <drashbaum@mnrlawfirm.com>; Takagaki, Marc Aaron <MTakagaki@gibsondunn.com>; Reilly, Kevin <KReilly@gibsondunn.com>; Archambeau, Karsyn <KArchambeau@gibsondunn.com>; Cardone, Emily <ECardone@gibsondunn.com>; Crain, Lee R. <LCrain@gibsondunn.com>
Subject: Good Samaritan Medical Center, et al. v. The Leapfrog Group

EXTERNAL EMAIL This email originated from outside the organization.

Counsel,

We recently learned that you purported to serve a Rule 45 subpoena for the production of documents on Tenet Healthcare Quality Compliance and Ethics Committee (the

“Committee”). Your subpoena is entirely improper, including but not limited to your purported service of a non-legal entity and demand for the production of documents at a location over 1,100 miles away, far in excess of Rule 45’s 100-mile limit.

Further, you inexplicably failed to serve the Plaintiff Hospitals with notice and a copy of the subpoena **before** your purported service, as required under FRCP 45(a)(4). This failure is all the more striking given that your purported subpoena reiterates this basic requirement on the very first page.

More alarming, however, is the subpoena’s Certificate of Service falsely asserting, under penalty of perjury, that you served us with a copy of the subpoena. That is entirely untrue and we reserve the right to raise this issue to the proper court if necessary.

In addition, you have also failed to give adequate notice on the return date. Providing 12 days from your purported effort to serve the Committee and the return date is inadequate and unreasonable.

Please confirm by no later than 10 AM ET tomorrow (August 20, 2025) that you are withdrawing this deficient subpoena attempt. Please also confirm that you have provided us notice of all non-party subpoenas served to date.

Sincerely,

Andrew V. Kuntz

Andrew V. Kuntz
Associate Attorney

T: +1 332.253.7713
M: +1 646.740.6704
AKuntz@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

This message may contain confidential and privileged information for the sole use of the intended recipient. Any review, disclosure, distribution by others or forwarding without express permission is strictly prohibited. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

IMPORTANT NOTICE: Beware of Cyber Fraud.

You should NEVER wire money to any bank account that Wilson Elser Moskowitz Edelman & Dicker LLP provides to you either in the body of this or any email or in an attachment without first speaking with the attorney in our office who is handling your transaction. Further, DO NOT accept emailed wire instructions from anyone else without voice verification. Even if an email looks like it has come from this office or someone involved in your transaction, CALL US FIRST AT A NUMBER YOU KNOW TO BE CORRECT FOR THIS OFFICE to verify the information before wiring any money. Failure to do so is at your own risk. Be particularly wary of any request to change wire instructions you have already received.

CONFIDENTIALITY NOTICE: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.

For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.

Exhibit Q

From: [Wood, Courtney L.](#)
To: [Kuntz, Andrew V.](#); [Biggs, Shawna](#); [Dibadj, Abigail](#); [Modi, Kavi V.](#); [Hvidt, Scott K.](#); [Maloney, Mary Beth](#); [Yang, Betty X.](#); [mpineiro@mnrlawfirm.com](#); [bfloch@mnrlawfirm.com](#); ["Daniel Rashbaum"](#); [Takagaki, Marc Aaron](#); [Reilly, Kevin](#); [Archambeau, Karsyn](#); [Cardone, Emily](#); [Crain, Lee R.](#)
Cc: [Zibas, Jura C.](#); [Blair, Kimberly E.](#)
Subject: Good Samaritan Medical Center, et al. v. The Leapfrog Group- Third Party Subpoenas
Date: Tuesday, August 19, 2025 8:36:09 PM
Attachments: [Blue Cross Blue Shield of Florida Inc.pdf](#)
[LTR - Joint Commission – Subpoena.pdf](#)
[LTR - Florida Dept of Health – Subpoena.pdf](#)
[LTR - Palm Beach Health Network – Subpoena.pdf](#)
[LTR - Tenet Compliance & Ethics Committee – Subpoena.pdf](#)
[LTR - Agency Healthcare Admin – Subpoena.pdf](#)
[LTR - SEIU – Services Employees International Union - Subpoena.pdf](#)
[LTR - 1199 SEIU \(United Healthcare Workers East\) - Subpoena.pdf](#)
[LTR - United Healthcare Legal Department - Subpoena.pdf](#)
[LTR - Nurses United - Subpoena.pdf](#)
[LTR - Global Investigations \(Timothy Gallagher\) - Subpoena.pdf](#)
[LTR - Boca News Now - Subpoena.pdf](#)
[RESPONSE - Boca News Now - Subpoena Response MDM\(318009045.1\).pdf](#)
[RESPONSE - NO DOCUMENTS - SEIU – Services Employees International Union.pdf](#)

This Message Is From an External Sender

This message came from outside your organization.

Counsel:

To ensure you received all third-party subpoenas that have been sent out by Leapfrog, please see the attached.

1. Tenet Compliance and Ethics Committee: withdrawn
2. Palm Beach Health Network
3. Joint Commission
4. Agency Healthcare Administration
5. Florida Health Department
6. SEIU: no records statement attached
7. Timothy Gallagher of Global Investigations: withdrawn
8. 1199 SEIU
9. Nurses United
10. Florida Blue/BCBS Florida
11. United Healthcare
12. Boca News Now: records attached

Best,

Courtney L. Wood
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
161 N Clark - Suite 4500
Chicago, IL 60601
312.821.6121 (Direct)
312.704.0550 (Main)

312.704.1522 (Fax)

courtney.wood@wilsonelser.com

IMPORTANT NOTICE: Beware of Cyber Fraud.

You should NEVER wire money to any bank account that Wilson Elser Moskowitz Edelman & Dicker LLP provides to you either in the body of this or any email or in an attachment without first speaking with the attorney in our office who is handling your transaction. Further, DO NOT accept emailed wire instructions from anyone else without voice verification. Even if an email looks like it has come from this office or someone involved in your transaction, CALL US FIRST AT A NUMBER YOU KNOW TO BE CORRECT FOR THIS OFFICE to verify the information before wiring any money. Failure to do so is at your own risk. Be particularly wary of any request to change wire instructions you have already received.

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For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.



Jura C. Zibas
941.866.8561 (direct)
jura.zibas@wilsonelser.com

August 8, 2025

Via FedEx
8834 2207 7807

Joint Commission
One Renaissance Blvd
Oak Brook Terrace, IL 60181

Re: Good Samaritan Medical Center, Inc., et al vs The Leapfrog Group
Court: United States District Court - Southern District of Florida
(West Palm Beach Division)
Case No: 9:25-cv-80526-DMM
Our Matter No: 17409.00054

To Whom It May Concern:

Enclosed please find an attached courtesy copy of the Subpoena directed to Joint Commission that has been sent out for service.

If you have any questions, please feel free to contact me.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

/s/Jura C. Zibas
Jura C. Zibas

JCZ/cak
Encl./

**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 Joint Commission 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: August 6, 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

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: Joint Commission
One Renaissance Blvd, Oakbrook Terrace, IL 60181*(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: 08/20/2025 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: 08/06/2025

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.

EXHIBIT A
DEFINITIONS

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

1. “Joint Commission,” “You” and “Your” refers to Joint Commission 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. “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>.

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 Joint Commission 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 Joint Commission 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 Joint Commission 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.

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

ORIGIN ID: BOWA (941) 866-8562
CHERYL KUJAWSKI
WILSON ELISER
2063 MAIN STREET
SUITE 100
SARASOTA, FL 34237
UNITED STATES US

SHIP DATE: 08AUG25
ACTWGT: 1.00 LB
CAD: 250895620/NET/4535
BILL SENDER

TO
JOINT COMMISSION
JOINT COMMISSION
ONE RENAISSANCE BLVD

OAKBROOK TERRACE IL 60181
(000) 000-0000
REF: 17409.00054
INV: YES
PO: 3121

DEPT: JCZ

58GJ2/E4ED/59F2

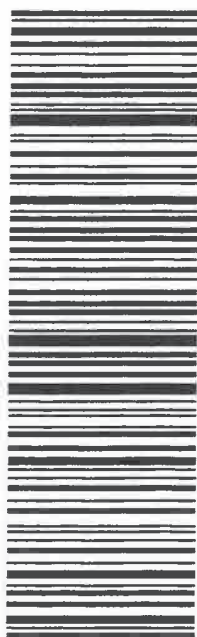


TRK#
0201 8834 2207 7807

WED - 13 AUG 5:00P
EXPRESS SAVER

SS ENLA

60181
IL-US ORD



After printing this label

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Jura C. Zibas
941.866.8561 (direct)
jura.zibas@wilsonelser.com

August 8, 2025

**Via FedEx
8834 2201 6183**

Florida Department of Health
4052 Bald Cypress Way
Tallahassee FL 32399

Re: Good Samaritan Medical Center, Inc., et al vs The Leapfrog Group
Court: United States District Court - Southern District of Florida
(West Palm Beach Division)
Case No: 9:25-cv-80526-DMM
Our Matter No: 17409.00054

To Whom It May Concern:

Enclosed please find an attached courtesy copy of the Subpoena directed to Florida Department of Health that has been sent out for service.

If you have any questions, please feel free to contact me.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

/s/Jura C. Zibas
Jura C. Zibas

JCZ/cak
Encl./

**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 Department of Health 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: August 6, 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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



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

Plaintiff

v.
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 Department of Health
4052 Bald Cypress Way, Tallahassee, FL 32399

(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: 08/20/2025 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: 08/06/2025

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.

EXHIBIT A
DEFINITIONS

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

1. Florida Health,” “You” and “Your” refers to Florida Department of Health 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. “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>.

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 Health 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 Health 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 Health 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.

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

ORIGIN ID: BOWA (941) 866-8562
 CHERYL KUJAWSKI
 WILLSON ELISER
 2063 MAIN STREET
 SUITE 100
 SARASOTA, FL 34237
 UNITED STATES US
 SHIP DATE: 08AUG25
 ACTWGT: 1.00 LB
 CAD: 250895620/INET4535
 BILL SENDER

TO FLORIDA DEPARTMENT OF HEALTH
 FLORIDA DEPARTMENT OF HEALTH
 4052 BALD CYPRESS WAY

TALLAHASSEE FL 32399

(000) 000-0000 REF: 17409 00054
 INV: YES
 PO: 3121

DEPT: JCZ

58GJ2/E4ED/59F2



J253025062301uv

TRK# 8834 2201 6183

WED - 13 AUG 5:00P

EXPRESS SAVER

SP TLHA

32399

FL-US TLH



After printing this label

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Jura C. Zibas
941.866.8561 (direct)
jura.zibas@wilsonelser.com

August 8, 2025

Via FedEx
8834 2213 6648

Palm Beach Health Network
1301 S. Douglas Road
Coral Gables FL 33134

Re: Good Samaritan Medical Center, Inc., et al vs The Leapfrog Group
Court: United States District Court - Southern District of Florida
(West Palm Beach Division)
Case No: 9:25-cv-80526-DMM
Our Matter No: 17409.00054

To Whom It May Concern:

Enclosed please find an attached courtesy copy of the Subpoena directed to Palm Beach Health Network that has been sent out for service.

If you have any questions, please feel free to contact me.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

/s/Jura C. Zibas
Jura C. Zibas

JCZ/cak
Encl./

**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 Palm Beach Health Network 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: August 6, 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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



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

Plaintiff

v.
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:

Palm Beach Health Network
1301 S. Douglas Road, Coral Gables, FL 33134

(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: 08/20/2025 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: 08/06/2025

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

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

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

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Printed name and title

Server's address

Additional information regarding attempted service, etc.:

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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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5. “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>.

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 Ethics and Compliance 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, documents, or incident reports submitted by or to Ethics and Compliance 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 Ethics and Compliance 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.

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

ORIGIN ID: BOWA (941) 866-8562 CHERYL KUJAWSKI WILSON ELSTER 2063 MAIN STREET SUITE 100 SARASOTA, FL 34237 UNITED STATES US		SHIP DATE: 08AUG25 ACTWGT: 1.00LB CAD: 250895620/NET14535	
TO PALM BEACH HEALTH NETWORK PALM BEACH HEALTH NETWORK 1301 S. DOUGLAS ROAD		BILL SENDER	
CORAL GABLES FL 33134 (000) 000-0000 INV: YES PO: 3121 REF: 17409.00054 DEPT: JCZ		58GJ2/E4ED/59F2	

	
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4Z KENDG FL-US MIA 33134	
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Jura C. Zibas
941.866.8561 (direct)
jura.zibas@wilsonelser.com

August 8, 2025

Via FedEx
8834 2184 6939

Tenet Healthcare Quality Compliance & Ethics Committee
14201 Dallas Parkway
Dallas TX 75254

Re: Good Samaritan Medical Center, Inc., et al vs The Leapfrog Group
Court: United States District Court - Southern District of Florida
(West Palm Beach Division)
Case No: 9:25-cv-80526-DMM
Our Matter No: 17409.00054

To Whom It May Concern:

Enclosed please find an attached courtesy copy of the Subpoena directed to Tenet Healthcare Quality Compliance & Ethics Committee that has been sent out for service.

If you have any questions, please feel free to contact me.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

/s/Jura C. Zibas
Jura C. Zibas

JCZ/cak
Encl./

**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 Tenet Healthcare Quality Compliance and Ethics Committee 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: August 6, 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

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:

Tenet Healthcare Quality Compliance and Ethics Committee
14201 Dallas Parkway, Dallas, Texas 75254*(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: 08/20/2025 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: 08/06/2025

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.

EXHIBIT A
DEFINITIONS

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

1. “Ethics and Compliance,” “You” and “Your” refers to Tenet Healthcare Quality Compliance and Ethics Committee 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. “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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REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production Number 1:

All communications between the Plaintiff Hospitals and any representative, employee, or administrator of Ethics and Compliance concerning Leapfrog, Hospital Safety Grades, patient safety metrics, or public evaluations of hospital performance during the relevant time period.

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

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All grievances, complaints, or incident reports submitted to Ethics and Compliance 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.

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

ORIGIN IDBOWA (941) 866-8562
 CHERYL KUJAWSKI
 WILSON ELISER
 2063 MAIN STREET
 SUITE 100
 SARASOTA, FL 34237
 UNITED STATES US

SHIP DATE: 08AUG25
 ACTWGT: 1.00 LB
 CAD: 250895620/NET4535

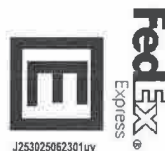
BILL SENDER

TO **TENET HEALTHCARE QUALITY**
TENET HEALTHCARE QUALITY COMPLI ETC
14201 DALLAS PARKWAY

DALLAS TX 75254

(000) 000-0000 REF: 17409.00054
 INV: YES DEPT: JCZ
 PO: 3121

58GJ2/E4ED/59F2



J253025062301uv

TRK# 8834 2184 6939

WED - 13 AUG 5:00P
 EXPRESS SAVER

SS PNXA

75254
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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



Jura C. Zibas
941.866.8561 (direct)
jura.zibas@wilsonelser.com

August 8, 2025

Via FedEx
8834 2191 4877

Agency for Health Care Administration
2727 Mahan Drive
Tallahassee FL 32308

Re: Good Samaritan Medical Center, Inc., et al vs The Leapfrog Group
Court: United States District Court - Southern District of Florida
(West Palm Beach Division)
Case No: 9:25-cv-80526-DMM
Our Matter No: 17409.00054

To Whom It May Concern:

Enclosed please find an attached courtesy copy of the Subpoena directed to Agency for Health Care Administration that has been sent out for service.

If you have any questions, please feel free to contact me.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

/s/Jura C. Zibas
Jura C. Zibas

JCZ/cak
Encl./

**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 Agency for Health Care Administration 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: August 6, 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

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312.821.6139 (Direct)

Attorneys for Defendant, The Leapfrog Group

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:

Agency for Health Care Administration
2727 Mahan Drive, Tallahassee, FL 32308*(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: 08/20/2025 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: 08/06/2025

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.

EXHIBIT A
DEFINITIONS

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

1. “Agency for Health Care Administration,” “You” and “Your” refers to Florida Agency for Health Care Administration 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. “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>.

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 Agency for Health Care Administration regarding 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 Agency for Health Care Administration 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 Agency for Health Care Administration 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.

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

ORIGIN ID BOWA (941) 866-8562		SHIP DATE: 08AUG25	
CHERYL KUJAWSKI		ACTWGT: 1.00 LB	
WILSON ELSER		CAD: 250895620/NET4535	
2063 MAIN STREET		BILL SENDER	
SUITE 100			
SARASOTA, FL 34237			
UNITED STATES US			
TO AGENCY FOR HEALTH CARE ADMINIS			
AGENCY FOR HEALTH CARE ADMIN			
2727 MAHAN DRIVE			
TALLAHASSEE FL 32308			
(000) 000-0000		REF: 17409.00054	
INV: YES		DEPT: JCZ	
PO: 3121			
			
			
			
J253025062301uv			
TRK# 8834 2191 4877		WED - 13 AUG 5:00P	
0201		EXPRESS SAVER	
SP TLHA		32308	
FL-US		TLH	
			

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Exhibit R

From: [Crain, Lee R.](#)
To: [Wood, Courtney L.](#); [Kuntz, Andrew V.](#); [Biggs, Shawna](#); [Dibadj, Abigail](#); [Modi, Kavi V.](#); [Hvidt, Scott K.](#); [Maloney, Mary Beth](#); [Yang, Betty X.](#); [mpineiro@mnrlawfirm.com](#); [bfloch@mnrlawfirm.com](#); ["Daniel Rashbaum"](#); [Takagaki, Marc Aaron](#); [Reilly, Kevin](#); [Archambeau, Karsyn](#); [Cardone, Emily](#)
Cc: [Zibas, Jura C.](#); [Blair, Kimberly E.](#)
Subject: RE: Good Samaritan Medical Center, et al. v. The Leapfrog Group- Third Party Subpoenas
Date: Tuesday, August 19, 2025 10:39:00 PM

Courtney – there are multiple subpoenas for which you *never* provided notice to us—and it appears that you purported to serve these over 10 days ago. In addition to Tenet Compliance and Ethics Committee, these include subpoenas to the Joint Commission, Agency Healthcare Administration, Palm Beach Health Network, and Florida Health Department. You also have subpoenaed the Palm Beach Health Network and purported to subpoena the Tenet Compliance and Ethics Committee despite being on notice that we represent the Tenet Corporation and the Palm Beach Health Network. To be clear: You have no permission whatsoever to contact our clients, and your service of subpoenas reflects unauthorized contact with a represented party, about which we reserve all rights.

Leapfrog’s approach to third party discovery reflects egregious gamesmanship. Please confirm immediately which, if any, of these non-parties have produced documents and produce those documents promptly. We also expect you to withdraw the “Palm Beach Health Network” subpoena, which we just learned of from your email, and in light of its return date set for tomorrow.

To be clear, we will reserve the right to object to questioning at depositions regarding documents you have been sitting on for days and which you have tactically declined to produce, just as you have appeared to tactically violated the rules with respect to non-party subpoenas for which you never provided notice. We reserve all rights to seek sanctions for your flagrant disregard of even the most basic requirements of third party discovery.

Lee

Lee R. Crain
[Partner](#)

[T: +1 212.351.2454](#) | [M: +1 347.924.2815](#)
[LCrain@gibsondunn.com](#)

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
200 Park Avenue, New York, NY 10166-0193

From: Wood, Courtney L. <Courtney.Wood@wilsonelser.com>
Sent: Tuesday, August 19, 2025 8:33 PM
To: Kuntz, Andrew V. <AKuntz@gibsondunn.com>; Biggs, Shawna <Shawna.Biggs@wilsonelser.com>; Dibadj, Abigail <Abigail.Dibadj@wilsonelser.com>; Modi, Kavi V. <Kavi.Modi@wilsonelser.com>; Hvidt, Scott K. <SHvidt@gibsondunn.com>; Maloney, Mary Beth

<MMaloney@gibsondunn.com>; Yang, Betty X. <BYang@gibsondunn.com>;
mpineiro@mnrlawfirm.com; bfloch@mnrlawfirm.com; 'Daniel Rashbaum'
<drashbaum@mnrlawfirm.com>; Takagaki, Marc Aaron <MTakagaki@gibsondunn.com>; Reilly,
Kevin <KReilly@gibsondunn.com>; Archambeau, Karsyn <KArchambeau@gibsondunn.com>;
Cardone, Emily <ECardone@gibsondunn.com>; Crain, Lee R. <LCrain@gibsondunn.com>

Cc: Zibas, Jura C. <Jura.Zibas@wilsonelser.com>; Blair, Kimberly E.
<Kimberly.Blair@wilsonelser.com>

Subject: Good Samaritan Medical Center, et al. v. The Leapfrog Group- Third Party Subpoenas

This Message Is From an External Sender

This message came from outside your organization.

Counsel:

To ensure you received all third-party subpoenas that have been sent out by Leapfrog, please see the attached.

1. Tenet Compliance and Ethics Committee: withdrawn
2. Palm Beach Health Network
3. Joint Commission
4. Agency Healthcare Administration
5. Florida Health Department
6. SEIU: no records statement attached
7. Timothy Gallagher of Global Investigations: withdrawn
8. 1199 SEIU
9. Nurses United
10. Florida Blue/BCBS Florida
11. United Healthcare
12. Boca News Now: records attached

Best,

Courtney L. Wood
Attorney at Law
Wilson Elser Moskowitz Edelman & Dicker LLP
161 N Clark - Suite 4500
Chicago, IL 60601
312.821.6121 (Direct)
312.704.0550 (Main)
312.704.1522 (Fax)
courtney.wood@wilsonelser.com

IMPORTANT NOTICE: Beware of Cyber Fraud.
You should NEVER wire money to any bank account that Wilson Elser Moskowitz Edelman & Dicker LLP provides to you either in the body of this or any email or in an attachment without first speaking with the attorney in our office who is handling your transaction.

Further, DO NOT accept emailed wire instructions from anyone else without voice verification. Even if an email looks like it has come from this office or someone involved in your transaction, CALL US FIRST AT A NUMBER YOU KNOW TO BE CORRECT FOR THIS OFFICE to verify the information before wiring any money. Failure to do so is at your own risk. Be particularly wary of any request to change wire instructions you have already received.

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Thank you.