

SCANNED  
Date: 3/1/09  
Initials: [Signature]

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

KHASAN GRACE, individually and as  
parent and natural guardian of ANDREW  
MASON GRACE, a minor,

Plaintiff,

CIVIL DIVISION

CASE NO: 09-2004-1CA04

v.

HOMESTEAD HOSPITAL, INC. d/b/a  
HOMESTEAD HOSPITAL, a Florida  
corporation; MARK H. WEINSTEIN, M.D.;  
JAMES A. FISH, D.O.;  
HOMESTEADMED, P.A., a Florida  
corporation; JOSEPH N. NICAISSE, M.D.;  
JOSEPH N. NICAISSE, M.D., P.A., a  
Florida corporation; HOMESTEAD  
MEDICAL CLINIC, P.A., a Florida  
corporation; ROBERT S. ELIAS, M.D.;  
ELIAS RADIOLOGY ASSOCIATES, P.A.,  
a Florida corporation; HOMESTEAD  
DIAGNOSTIC CENTER, INC., a Florida  
corporation.

Defendants.



**PLAINTIFFS' FIRST REQUEST TO PRODUCE TO DEFENDANT**  
**HOMESTEAD HOSPITAL, INC. D/B/A HOMESTEAD HOSPITAL**

The Plaintiff, KHASAN GRACE, individually and as parent and natural guardian of ANDREW MASON GRACE, a minor, by and through undersigned attorney, pursuant to the Florida Rules of Civil Procedure, request the Defendant, HOMESTEAD HOSPITAL, INC. d/b/a HOMESTEAD HOSPITAL (hereinafter "Homestead Hospital"), to produce for inspection

and/or copying at the offices of Plaintiffs' counsel within forty-five (45) days from the date of service of this request, the following:

1. Any and all contracts between Homestead Hospital and Defendants Mark H. Weinstein and/or James A. Fish, D.O., which were in effect at any time since January 1, 2006.

2. Any and all indemnity agreements between Homestead Hospital and Dr. Mark H. Weinstein and/or Dr. James A Fish which were in effect at anytime since January 1, 2006.

3. All original medical records, medical bills, correspondence, complete hospital charts, x-rays, MRI's, CT scans, Pathology reports and any other tangible data which pertains or relates in any way to the care and treatment rendered to Khasan Grace at Homestead Hospital.

4. All log books, appointment books and any other tangible material which reflect appointments made or visits to the Homestead Hospital by Khasan Grace.

5. Any and all rules, regulations and bylaws of medical staff of the Defendant Homestead Hospital which were in effect at any time during the year 2006.

6. Any and all rules, regulations, bylaws, policies, procedures, protocols or other written documentation pertaining to the operation of the Emergency Department, Radiology Department, and/or medical staff of the Defendant Homestead Hospital which were in effect at any time during the year 2006.

7. All policies, procedures, protocols, or other written documentation pertaining to the reporting of radiographic imaging results in effect at Homestead Hospital at any time during the year 2006.

8. Any and all documents, manuals, policies, procedures, protocols or other written documentation regarding, referring or relating to the treatment of pregnant patients at Homestead Hospital in effect at any time since January 1, 2006.

9. Any and all documents, manuals, policies, procedures, protocols or other written documentation regarding, referring or relating to the timing and/or routing of radiology reports completed at Homestead Hospital that were in effect at any time during the year 2006.

10. Any and all documents, manuals, policies, procedures, protocols, or other written documentation regarding, referring or relating to the quality management program in place at Homestead Hospital that were in effect at any time since January 1, 2006.

11. Any and all agreements, whether original or supplemental, in effect at any time since January 1, 2006 setting forth the relationship between Defendant Homestead Hospital and Defendants Weinstein, M.D., and/or Fish, D.O.

12. Any and all duty rosters, schedules or other documents reflecting the names and addresses of all physicians, technicians and nurses who participated either directly or indirectly in the care and treatment rendered to Khasan Grace in November 2006.

14. Any bills or statements for medical services rendered to or on behalf of Khasan Grace by Defendant Homestead Hospital, together with all documentation reflecting payment of such bills.

15. Any bills or statements for medical services rendered to Khasan Grace by the Emergency Department of Homestead Hospital, together with all documentation reflecting payment of such bills.

16. Copies of all insurance policies insuring the Defendant Homestead Hospital for the risk(s) sued upon herein. **(Please provide the entire policy not simply a declaration page).**

17. All tangible documents, records, appointment papers, applications, or any other matters pertaining to Khasan Grace, other than those generated specifically for this litigation, which are not produced pursuant to any of the paragraphs, above.

18. All original films and/or imaging studies, including, but not limited to, any and all doppler studies, MRI, CT Scans, and ultrasounds in your possession, custody or control relating to Khasan Grace, whether or not the films were taken at Homestead Hospital or any other institution.

19. Any and all videotapes, and laser color copies of all photographs relating to Khasan Grace in your possession, custody or control relating to all hospital and outpatient visits to any and all Homestead Hospital facilities, physicians, hospitals and clinics.

20. All videotapes and/or photographs in Homestead Hospital's possession, custody or control in which Khasan Grace appears.

21. All records of adverse medical incidents, as defined in Art. X, Section 25, Fla. Const., in the Defendant's possession regarding the Plaintiff, Khasan Grace.

22. All records of adverse medical incidents as defined in Art X, Section 25, Fla. Const, in the Defendant's possession regarding the Homestead Hospital Emergency Department involving patients other than the Plaintiff, whose identities should be redacted as required by said amendment and federal law.

23. All records of adverse medical incidents as defined in Art. X, Section 25, Fla. Const., in the Defendant's possession regarding the testing, diagnosis and treatment of pregnant patients whose test results showed a fetal congenital anomaly in the Emergency Department from 2004 to date.

24. All records of adverse medical incidents as defined in Art X, Section 25, Fla. Const, in the Defendant's possession regarding Mark H. Weinstein, M.D., involving patients other than the Plaintiff, whose identities should be redacted as required by said amendment and federal law.

25. All records of adverse medical incidents as defined in Art X, Section 25, Fla. Const, in the Defendant's possession regarding James A. Fish, D.O., involving patients other than the Plaintiff, whose identities should be redacted as required by said amendment and federal law.

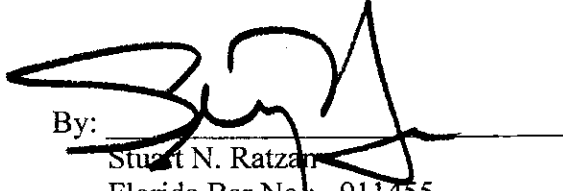
**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing Request to Produce has been attached to the summons and complaint to be served upon the Defendant Homestead Hospital, Inc. d/b/a Homestead Hospital, contemporaneously with the Summons and Complaint herein.

DATED this 30<sup>th</sup> day of March, 2009.

RATZAN & RUBIO, P.A.  
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By: \_\_\_\_\_

  
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