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RE: *Forian Holdings LLC (f/k/a Forian Inc.), et al. v. Symphony Health
Solutions Corporation, et al.*, C.A. No. 2026-0686-LWW

Dear Counsel,

I write regarding your submissions on the bond the plaintiffs must post in connection with the preliminary injunction entered in this action.¹

At the temporary restraining order stage, I set a bond of \$437,000, which represented two months of fees owed to the defendants under the operative Master Services Agreement (the “MSA”).² The plaintiffs maintain that this methodology

¹ Letter Regarding Defs.’ Position on Bond (Dkt. 186) (“Defs.’ Letter”); Letter Regarding Pls.’ Position on Bond (Dkt. 187) (“Pls.’ Letter”).

² Letter Op. Regarding Bond (Dkt. 37) 3.

applies at the injunction stage and propose a bond of \$874,000—four months of MSA payments.³

The defendants, by contrast, seek a bond of \$158.75 million.⁴ They assert this amount protects them against a potential \$133.75 million liquidated damages obligation under an amended agreement with “Supplier A,” plus \$25 million in possible lost revenue from certain downstream customers.⁵

I decline to adopt the defendants’ figure. As they acknowledge, the Supplier A agreement contains a carve-out for use-case restrictions when acting pursuant to a court order.⁶ There is also no evidence that any downstream customer has threatened to defect, nor have any negatively affected agreements been identified. A bond is not needed to protect against inapplicable penalties or hypothetical lost customer revenues.⁷

The methodology used at the TRO stage remains the most accurate economic representation of the parties’ commercial relationship. But because the preliminary

³ Pls.’ Letter 2.

⁴ Defs.’ Letter 5.

⁵ *Id.* at 2-3.

⁶ *Id.* at 3.

⁷ *See Comcast Cable Commc’ns Mgmt., LLC v. CX360, Inc.*, 2025 WL 79953, at *2 (Del. Ch. Jan. 13, 2025) (declining to set a bond based upon speculative harm from customers that could hypothetically be lost because of a status quo order).

injunction will maintain the status quo through trial and a post-trial decision, the plaintiffs' proposed four-month period is insufficient. A bond effectively caps the damages recoverable by a wrongfully enjoined party, and so the court should "err on the high side" in setting it.⁸

A nine-month period reasonably accounts for the anticipated time needed to complete discovery, conduct trial, and issue a post-trial decision. Based on the established baseline of \$218,500 per month in MSA fees, the plaintiffs must post a bond of \$1,966,500.⁹ This amount provides reasonable security for the defendants' potential damages if the injunction later proves improvidently granted. Should the injunction remain in effect beyond that period, the defendants may move to increase the bond amount.

IT IS SO ORDERED.

Sincerely yours,

/s/ *Lori W. Will*

Lori W. Will
Vice Chancellor

⁸ *Guzzetta v. Serv. Corp. of Westover Hills*, 7 A.3d 467, 470 (Del. 2010) (citing *Mead Johnson & Co. v. Abbott Lab'ys*, 201 F.3d 883, 888 (7th Cir. 2000)).

⁹ $\$218,500 \times 9 \text{ months} = \$1,966,500$. If the existing \$437,000 bond remains posted, the plaintiffs need only post the difference.