IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

| | |
|---|---|
| Laser Spine Institute, LLC | Case No. 2019-CA-2762 |
| CLM Aviation, LLC | Case No. 2019-CA-2764 |
| LSI HoldCo, LLC | Case No. 2019-CA-2765 |
| LSI Management Company, LLC | Case No. 2019-CA-2766 |
| Laser Spine Surgery Center of Arizona, LLC | Case No. 2019-CA-2767 |
| Laser Spine Surgery Center of Cincinnati, LLC | Case No. 2019-CA-2768 |
| Laser Spine Surgery Center of Cleveland, LLC | Case No. 2019-CA-2769 |
| Laser Spine Surgical Center, LLC | Case No. 2019-CA-2770 |
| Laser Spine Surgery Center of Pennsylvania, LLC | Case No. 2019-CA-2771 |
| Laser Spine Surgery Center of St. Louis, LLC | Case No. 2019-CA-2772 |
| Laser Spine Surgery Center of Warwick, LLC | Case No. 2019-CA-2773 |
| Medical Care Management Services, LLC | Case No. 2019-CA-2774 |
| Spine DME Solutions, LLC | Case No. 2019-CA-2775 |
| Total Spine Care, LLC | Case No. 2019-CA-2776 |
| Laser Spine Institute Consulting, LLC | Case No. 2019-CA-2777 |
| Laser Spine Surgery Center of Oklahoma, LLC | Case No. 2019-CA-2780 |
| Assignors, | Consolidated Case No: 2019-CA-2762 |

To:

Soneet Kapila,

| | |
|---|---|
| Assignee | Division L |

_____/

**LASERSCOPIC SPINAL CENTERS OF AMERICA, INC., LASERSCOPIC MEDICAL CLINIC, LLC AND LASERSCOPIC SPINE CENTERS OF AMERICA, INC.'S MOTION FOR LEAVE TO FILE SUR-REPLY LIMITED SOLELY TO CORRECTING CERTAIN REPRESENTATIONS MADE IN THE ASSIGNEE'S REPLY TO LASERSCOPIC SPINAL CENTERS OF AMERICAN, INC., LASERSCOPIC MEDICAL CLINIC, LLC AND LASERSCOPIC SPINE CENTERS OF AMERICA, INC.'S RESPONSE IN LIMITED OPPOSITION TO SONEET KAPILA, AS ASSIGNEE'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO FLA. STAT. § 727.109(15): (I) AUTHORIZING THE USE OF CASH COLLATERAL; (II) PROVIDING ADEQUATE PROTECTION TO LENDERS; (III) ESTABLISHING A LIEN CHALLENGE DEADLINE; AND (IV) GRANTING RELATED RELIEF**

Laserscopic Spinal Centers Of America, Inc. ("LSCA"), Laserscopic Medical Clinic, LLC ("LMC") and Laserscopic Spine Centers of America, Inc. ("Spine") (collectively the "Laserscopic Claimants"), acting by and through the undersigned counsel, file this Motion for Leave to File the Sur-Reply attached as Exhibit "A" designed only to correct certain misstatements made by the Assignee in its Reply to the Laserscopic Claimants' Response in Limited Opposition to the "*Motion for Entry of an Order Pursuant to Fla.Stat. §727.109 (15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief*" (the "Motion"). **See** Attached Exhibit "A."

1. This Court has a number of matters scheduled for hearing on June 27, 2019 at 2 o'clock p.m., including the Motion.

2. The Motion was filed by the Assignee on May 24, 2019. (Docket No. 142).

3. A Notice of Hearing was filed on May 31, 2019 (Docket No. 161) as to the Motion and the Responses in Opposition thereto.

4. Thereafter, on June 18, 2019, Texas Capital Bank, N.A., as Administrative Agent for the Lender Group (the "Agent"), filed its Reply to the Response of the Laserscopic Claimants (Docket No. 201), its Joinder to the Assignee's Reply (Docket No. 203) and it also filed its Proof of Claim (Docket No. 202).

5. On June 25, 2019, counsel for the Laserscopic Claimants was supplied with a copy of the proposed Budget of the Assignee.

6. During the course of the day on June 26, 2019, counsel for the Laserscopic Claimants received a number of pleadings filed by counsel for the Assignee and counsel for, indicating that the Assignee and the Agent may put on documentary evidence and testimony at the June 27, 2019 hearing.

7. The Laserscopic Claimants were provided with insufficient time to fully analyze the Budget and the eleventh hour filings as to potential documentary evidence and testimony by the Assignee and the Agent.

8. While reserving all rights available to the Laserscopic Claimants, including the right to claim untimeliness and surprise, the Laserscopic Claimants believe that a Sur-Reply to the Assignee's Reply would be of benefit to the Court, especially if the Court allows this matter to proceed on an evidentiary basis.

9. Accordingly, the Laserscopic Claimants request leave of the Court to file the Sur-Reply attached as Exhibit "A."

WHEREFORE, the Laserscopic Claimants pray for an Order of this Court granting them leave to file the Sur-Reply attached to this Motion as Exhibit "A" due to the filings filed by the Assignee and the Agent on the day preceding the June 27, 2019 hearing.

Dated: June 26, 2019.

/s/ Jennifer G. Altman
Jennifer G. Altman, Esq.
Florida Bar No. 881384
Pillsbury Winthrop Shaw Pittman LLP
600 Brickell Avenue
Suite 3100
Miami, FL 33131
(786) 913-4880
jennifer.altman@pillsburylaw.com

*Attorneys for Judgment Creditors, Joe Samuel Bailey, Mark Miller, Ted Suhl, Laserscopic Spinal Centers Of America, Inc., Laserscopic Medical Clinic, LLC, Laserscopic Surgery Center Of Florida, LLC, Laserscopic Diagnostic Imaging And Laserscopic Physical Therapy, LLC, Laserscopic Spinal Center Of Florida, LLC, And Tim Langford*

/s/ Kenneth G. M. Mather
William J. Schifino, Jr., Esq.
Florida Bar Number 564338
Kenneth G.M. Mather, Esq.
Florida Bar Number 619647
Justin P. Bennett, Esq.
Florida Bar Number 112833
Gunster, Yoakley & Stewart P.A.
401 E. Jackson Street, Suite 2500
Tampa, Florida 33602
(813) 228-9080; Fax: (813) 228-6739
Email- wschifino@gunster.com
Email- kmather@gunster.com
Email- jbennett@gunster.com

*Attorneys for Judgment Creditors, Joe Samuel Bailey, Mark Miller, Ted Suhl, Laserscopic Spinal Centers Of America, Inc., Laserscopic Medical Clinic, LLC, Laserscopic Surgery Center Of Florida, LLC, Laserscopic Diagnostic Imaging And Laserscopic Physical Therapy, LLC, Laserscopic Spinal Center Of Florida, LLC, And Tim Langford*

**CERTIFICATE OF SERVICE**

I CERTIFY that on June 26, 2019 a true and correct copy of the foregoing has been electronically filed with the Clerk of Court through the Florida Courts E-Filing Portal, which will send a Notice of Electronic Filing to all counsel of record.

/s/ Kenneth G. M. Mather
Kenneth G. M. Mather, Esq.

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

| | |
|---|---|
| Laser Spine Institute, LLC | Case No. 2019-CA-2762 |
| CLM Aviation, LLC | Case No. 2019-CA-2764 |
| LSI HoldCo, LLC | Case No. 2019-CA-2765 |
| LSI Management Company, LLC | Case No. 2019-CA-2766 |
| Laser Spine Surgery Center of Arizona, LLC | Case No. 2019-CA-2767 |
| Laser Spine Surgery Center of Cincinnati, LLC | Case No. 2019-CA-2768 |
| Laser Spine Surgery Center of Cleveland, LLC | Case No. 2019-CA-2769 |
| Laser Spine Surgical Center, LLC | Case No. 2019-CA-2770 |
| Laser Spine Surgery Center of Pennsylvania, LLC | Case No. 2019-CA-2771 |
| Laser Spine Surgery Center of St. Louis, LLC | Case No. 2019-CA-2772 |
| Laser Spine Surgery Center of Warwick, LLC | Case No. 2019-CA-2773 |
| Medical Care Management Services, LLC | Case No. 2019-CA-2774 |
| Spine DME Solutions, LLC | Case No. 2019-CA-2775 |
| Total Spine Care, LLC | Case No. 2019-CA-2776 |
| Laser Spine Institute Consulting, LLC | Case No. 2019-CA-2777 |
| Laser Spine Surgery Center of Oklahoma, LLC | Case No. 2019-CA-2780 |
| Assignors, | Consolidated Case No: 2019-CA-2762 |

To:

Soneet Kapila,

Assignee Division L

_____/

**LASERSCOPIC SPINAL CENTERS OF AMERICA, INC., LASERSCOPIC MEDICAL CLINIC, LLC AND LASERSCOPIC SPINE CENTERS OF AMERICA, INC.'S SUR-REPLY LIMITED SOLELY TO CORRECTING CERTAIN REPRESENTATIONS MADE IN THE ASSIGNEE'S REPLY TO LASERSCOPIC SPINAL CENTERS OF AMERICAN, INC., LASERSCOPIC MEDICAL CLINIC, LLC AND LASERSCOPIC SPINE CENTERS OF AMERICA, INC.'S RESPONSE IN LIMITED OPPOSITION TO SONEET KAPILA, AS ASSIGNEE'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO FLA. STAT. § 727.109(15): (I) AUTHORIZING THE USE OF CASH COLLATERAL; (II) PROVIDING ADEQUATE PROTECTION TO LENDERS; (III) ESTABLISHING A LIEN CHALLENGE DEADLINE; AND (IV) GRANTING RELATED RELIEF**



Exhibit A

Laserscopic Spinal Centers Of America, Inc. ("LSCA"), Laserscopic Medical Clinic, LLC ("LMC") and Laserscopic Spine Centers of America, Inc. ("Spine") (collectively the "Laserscopic Claimants"), acting by and through the undersigned counsel, file this Sur-Reply designed only to correct certain misstatements made by the Assignee in its Reply to the Laserscopic Claimants' Response in Limited Opposition to the "*Motion for Entry of an Order Pursuant to Fla.Stat. §727.109 (15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief*" (the "Motion").

1. In its reply, filed on June 18, 2019, the Assignee states:

> The Assignee, however, provided the Agent's loan documents to certain representatives of the Laserscopic Parties or their affiliates over six weeks ago, allowing them ample time to evaluate the Agent's security position. Reply, p. 2.

The undersigned counsel received copies of the referenced loan documents *for the first and only time* on June 13, 2019, *after* the Laserscopic Claimants filed their Limited Objection (which states that this information had not been previously received, a fact that was also reiterated by the undersigned during a meeting with the Assignee on June 13, 2019). The Assignee's statement implies something quite different. The Assignee apparently provided loan documents and other materials to individuals who were evaluating the acquisition of certain assets as part of their due diligence; the materials were never provided to (or otherwise received by) the undersigned counsel, who would be responsible for evaluating the same and making determinations regarding the validity (or lack thereof) of any security interest.

2. The Assignee further states:

> In any event, as of June 18, 2019, the Agent has served its claims (on behalf of the Lenders) on the Assignee and has filed a notice of filing on

> the Court's docket, which includes instructions on how to obtain copies of the Agent's claims and supporting documentation. Reply, p. 2.

While the statement is technically true, it arguably implies that that the Laserscopic Claimants mislead this Court in its representation in the Limited Objection that the same was not filed and that the Agent has filed its claims some time ago. The Agent's claims were actually filed within minutes of the Assignee filing its Reply on June 18, 2019, long after the Laserscopic Claimants' Limited Objection was served. The timing of the Agent's filing is also curious as it suggests a coordination between the Assignee and the Agent. As the Assignee is aware, the Laserscopic Claimants represent (by far) the largest unsecured creditor of the Estate, and are owed nearly $400 million dollars.[1]

3. In relation to the Assignee's request for authority to grant a security interest in the estates' unencumbered assets, the reply states:

> The liens would only act as additional security for the Lenders "to the extent of any diminution in the value of its interests in the Collateral since the filing of the Assignment Cases as a result of the use of its cash collateral to fund expenses that benefit creditors as a whole." Reply, p. 3.

And

> Section 727109(15) of the Florida Statutes, however, provides a broad grant of authority, authorizing the Court to "[e]xercise any other powers that are necessary to enforce or carry out the provisions of this Chapter. Fla. Stat. § 727.109(15). And no provision contained in Chapter 727 expressly prohibits an assignee from obtaining financing or granting lien rights to a secured lender in exchange for continued use of the lender's cash collateral. Reply, p. 3.

As of the filing date of the Assignment Cases the Agent and Lenders did <u>not</u> hold a security interest in or any lien against tort claims, fraudulent transfer claims, or any other known

[1] The Assignee also states that the timing of forty (40) days is more than sufficient to review the materials submitted by the Agent. Given it was just filed, the undersigned has not yet had the opportunity to determine the volume of materials filed and, thus, whether the timing is sufficient. Accordingly, the Laserscopic Claimants reserve their right to address the adequacy of the review timing by separate filing.

litigation claims. The Assignee now seeks authority to grant the Agent and Lenders a first priority lien against all litigation claims and any other unencumbered assets. However, the Florida ABC statutes do not provide specific authority for this action, nor would this be appropriate under the circumstances.

The Assignee, the Agent and Lenders assert that such a lien should be granted based upon a benefit being conferred upon the ABC estate and its creditors as a whole or, in other words, not just because of the benefit bestowed upon the Agent and Lenders. The amount of the benefit supposedly conferred upon the ABC's creditors as a whole has yet to be disclosed to the creditors or this Court. Absent all appropriate information being provided so that the amounts and uses can be evaluated, the relief requested is premature. Further, without any constraints on the amounts that can or should be expended, such relief would enable the Agent and the Lender to obtain benefits that are far beyond those that would be reasonable under the circumstances.

What the Assignee, Agent and Lenders are proposing is a disguised loan in an unspecified amount for which the Agent and Lenders will be granted a lien against <u>all</u> unencumbered assets of the Assignment Cases. But, instead of making full disclosure, the attempt is to characterize this relationship as a replacement lien for use of the "cash collateral of the Agent and Lenders." For justification, the Assignee relies solely on analogy to the U.S. Bankruptcy Code or this Court's broad discretion. Notably, in the bankruptcy context such a request would require substantial disclosure of information, proposed uses and other necessary. In short, full transparency.

The Agent and Lenders advocated for the filing of the Assignment Cases under the Florida ABC statutes and rejected the alternative of filing an involuntary bankruptcy petition despite the urging of certain creditors including the Laserscopic Plaintiffs. The Agent and

Lenders were aware of the benefits and burdens of the Florida ABC statutes as of the filing date. The core flaw in the argument for the granting of a lien against all unencumbered assets for an undisclosed amount centers on the automatic stay of 11 U.S.C. §362, and the absence of a stay in an ABC proceeding.

The provision for granting adequate protection to a secured creditor in a bankruptcy proceeding is dependent upon such creditor being unable to take possession and control over its collateral because of the automatic stay or other provisions of the Bankruptcy Code. See, 11 U.S.C §§362, 363 and 364. The Bankruptcy Code section governing adequate protection states, in part, in Section 361 that "[W]hen adequate protection is required under Section 362 (automatic stay), 363 (use, sale, or lease of property), or 364 (obtaining credit) of this title of an interest of an entity in property, such adequate protection may be provided by -- . . . (2) providing to such entity an additional or replacement lien to the extent that such stay, use, sale, lease, or grant results in a decrease in the value of such entity's interest in such property. . ."

Simply put, there was no automatic stay imposed upon the Agent and Lenders by the filing of the Assignment Cases. The Agent and Lenders hold consensual liens and the ABC statutes do NOT impose a stay upon consensual lien holders. See, *Fla.Stat.* 727.105. The Agent and Lenders had the option of repossessing all of their collateral at any time. Instead, they caused the filing of the Assignment Cases and have been benefiting from the Assignment Cases administration thereafter. At any time after the filing, the Agent and Lenders could have repossessed their collateral but they elected to have the Assignee continue to administer the assets against which they held liens, which is obviously their choice, but now they want the creditors of this estate, as a whole, to help pay for the benefits conferred upon the Agent and

Lenders. That is not appropriate, however, and certainly not appropriate given the dearth of information provided to the remaining creditors.

The strategy of the Agent and Lenders in this case is not analogous to the adequate protection provisions of the Bankruptcy Code[2]. Here, the Lender is attempting to enhance their lien positions. If the Assignee, for the benefit of the creditors as a whole, wished to obtain credit from the Agent and Lenders, then he should do so after making full disclosure of all terms and conditions. This would be analogous to Section 364 of the Bankruptcy Code. Instead, the Agent and Lenders have caused the administration of the Assignment Cases to go on since the filing for their principal benefit. But now they seek Court authority to take a lien against all unencumbered assets for an undisclosed amount, or an amount to be determined. There is no authority for this in the Florida ABC Statutes, nor under the Bankruptcy Code.

Finally, "cash collateral" is a Bankruptcy Code definition that applies to a cash or cash equivalent collected after the filing of a Chapter 11 bankruptcy petition wherein a secured creditor holds a lien against such cash or cash equivalent, but the bankruptcy estate seeks to use that cash for operating for the benefit of all creditors. In that common situation, the Bankruptcy Court will normally decide the estate's right to use cash collateral at the beginning of the case and after conducting a hearing. This procedure is followed and required in order to provide full disclosure to, and participation by all creditors. Not only was this procedure not followed, the creditors have yet to receive full disclosure of the amounts being sought to be allocated to the

[2] The premise for granting a secured creditor "adequate protection" under the Bankruptcy Code occurs when that secured creditor, such as the Agent and Lenders, is prohibited from accessing its collateral for a reason authorized under the Bankruptcy Code. While such secured creditor is unable to access or recover its collateral, it should not suffer a loss or diminution in the value of that collateral. To protect such a secured creditor from a loss or diminution in the value of its collateral, a Bankruptcy Court will protect it by ordering adequate protection. The conditions precedent for authorizing adequate protection under the Bankruptcy Code are inapplicable to the Agent and Lenders under the circumstances presented to this Court. There is no justification for granting the Agent and Lenders a lien against all unencumbered assets for an undisclosed amount. The concept of diminution in value is also inapplicable here as the Agent and Lenders were never denied the right to repossess their collateral and no information as to such purported diminution has been provided.

creditors of the estate. Instead, the use of "cash collateral" was done informally between the Assignee and the Agents and Lenders without the need to provide replacement collateral, until now.

4. In its discussion of the covenant not to sue that binds the Agent and Lenders, the Assignee states:

> The Assignee is still in the process of reviewing all of the Lenders' loan documents, and is not yet prepared to express an opinion on the impact of the covenant not to sue on the Lenders' rights to recoveries as a general unsecured creditor. However, the effect of a covenant not to sue potential fraudulent transfer targets has absolutely no relation to the relief requested in the Motion.

The concern of the Laserscopic Plaintiffs is with the Release Agreement dated November 18, 2016. In the Release, the Agent and Lenders release LSI, related LSI entities and the Guarantors of the debtors owed to the Agent and Lenders. It is believed that one or more of the Guarantors will be a target of the Assignee's fraudulent transfer actions. The Assignee is now proposing to grant the Agent and Lenders a lien against the proceeds of such fraudulent transfer actions.

The concerning language of the Release is in Section 2. Section 2 very broadly states:

> 2. **Covenant Not to Commence Litigation**. In consideration for the above Release·Provision, the Administrative Agent and each Lender covenant, on behalf of themselves and the Lender Group, agree that they **shall not commence, or directly or indirectly cause or instruct others to commence any Action against any one or more of the Investors with respect to any claims arising out of or related to the Closing Date Distribution**, provided however, it is expressly understood and agreed that nothing herein shall be· deemed to constitute a waiver, release or modification of (i) any of the rights or remedies of the Administrative Agent and each Lender against the Obligated Parties under the Credit Agreement or otherwise, (ii) in the event of an Action commenced by a third party in respect of the Closing Date Distributions, the rights and remedies of the Administrative Agent and each Lender to assert any right against any Investor by cross-claim, counterclaim, or other third party action or (iii) any defense, or right to assert any right, including

> any right of indemnity or right of contribution that the Administrative Agent or any Lender may have against any person other than an Investor. The term "Action" as .used in this Paragraph 2 means any claim, action, cause of action, demand, lawsuit, arbitration, proceeding, or litigation, whether at law or in equity. **The covenant contained in this Paragraph 2 may be pleaded as a full and complete defense to any Action which may be commenced by the Administrative Agent or the Lender Group in breach of the covenant contained herein**. (Emphasis Added).

The Investors may attempt to utilize the covenant set forth in Section 2 ". . . as a full and complete defense to any action which may be commenced by the Administrative Agent or the Lender Group in breach of the covenant contained herein." The covenant requires the Agent and Lenders to ". . . not commence, or directly or indirectly cause or instruct others to commence any action against any one or more of the Investors with respect to any claims arising out of or related to the Closing Date Distribution . . ." Given the broad language of Section 2, it is an appropriate inquiry as to whether the Agent and Lenders rises to the level of ". . . directly or indirectly cause or instruct other to commence any action . . ."

5. In its final point, the Assignee states:

> The Assignee is not proposing to somehow encumber any independent claims the Laserscopic Parties may hold, and the Assignee cannot see how the proposed adequate protection would impede an agreement between the Assignee and the Laserscopic Parties on allocating litigation proceeds against common targets.

By virtue of the Second District Court of Appeals Order entered in the Laserscopic case appeal, the Laserscopic Plaintiffs have an order of disgorgement against LSI. By operation of law, the Laserscopic Plaintiffs will have disgorgement claims against LSI's transferees. It is expected that the Assignee's fraudulent transferees will include some number of parties who are also subject to the Bailey Plaintiffs' disgorgement clams. While a negotiated allocation as to recoveries from such common transferees makes practical sense, the granting of a lien in favor of the Agent and Lenders as to the estate's share in an undisclosed amount is unjust and inequitable

to the rights of the Bailey Plaintiffs, who have been working with the Assignee to resolve this in good faith.

WHEREFORE, the Bailey Plaintiffs pray for an Order denying Assignee's Motion to the extent that it: (1) seeks authority to grant a lien on all unencumbered assets of the estate to secure an undisclosed amount and to provide adequate protection for an undefined diminution in the value of the Bank's claimed collateral; and (2) seeks authority to set a premature deadline for objecting to the proofs of claim of the Agent and Lenders, or granting them a full, complete and binding release; and (3) for such other relief as this Court may equitably allow.

Dated: June 26, 2019.

/s/ Jennifer G. Altman
Jennifer G. Altman, Esq.
Florida Bar No. 881384
Pillsbury Winthrop Shaw Pittman LLP
600 Brickell Avenue
Suite 3100
Miami, FL 33131
(786) 913-4880
jennifer.altman@pillsburylaw.com

*Attorneys for Judgment Creditors, Joe Samuel Bailey, Mark Miller, Ted Suhl, Laserscopic Spinal Centers Of America, Inc., Laserscopic Medical Clinic, LLC, Laserscopic Surgery Center Of Florida, LLC, Laserscopic Diagnostic Imaging And Laserscopic Physical Therapy, LLC, Laserscopic Spinal Center Of Florida, LLC, And Tim Langford*

/s/ Kenneth G. M. Mather
William J. Schifino, Jr., Esq.
Florida Bar Number 564338
Kenneth G.M. Mather, Esq.
Florida Bar Number 619647
Justin P. Bennett, Esq.
Florida Bar Number 112833
Gunster, Yoakley & Stewart P.A.
401 E. Jackson Street, Suite 2500
Tampa, Florida 33602
(813) 228-9080; Fax: (813) 228-6739
Email- wschifino@gunster.com
Email- kmather@gunster.com
Email- jbennett@gunster.com

*Attorneys for Judgment Creditors, Joe Samuel Bailey, Mark Miller, Ted Suhl, Laserscopic Spinal Centers Of America, Inc., Laserscopic Medical Clinic, LLC, Laserscopic Surgery Center Of Florida, LLC, Laserscopic Diagnostic Imaging And Laserscopic Physical Therapy, LLC, Laserscopic Spinal Center Of Florida, LLC, And Tim Langford*

## CERTIFICATE OF SERVICE

I CERTIFY that on June 26, 2019 a true and correct copy of the foregoing has been electronically filed with the Clerk of Court through the Florida Courts E-Filing Portal, which will send a Notice of Electronic Filing to all counsel of record.

/s/ Kenneth G. M. Mather
Kenneth G. M. Mather, Esq.