

**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.
To:	2019-CA-2762

Soneet Kapila,	Division L
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Assignee

NOTICE OF FILING DOCUMENT

COMES NOW Class Representatives Heather Embry and Deanna Ali, by and through their undersigned counsel, and on behalf of the class, give notice of filing the following documents:

1. Proof of Claim for Laser Spine Institute, LLC
2. Proof of Claim for CLM Aviation, LLC
3. Proof of Claim for LSI HoldCo, LLC
4. Proof of Claim for LSI Management Company, LLC
5. Proof of Claim for Laser Spine Surgery Center of Arizona, LLC

6. Proof of Claim for Laser Spine Surgery Center of Cincinnati, LLC
7. Proof of Claim for Laser Spine Surgery Center of Cleveland, LLC
8. Proof of Claim for Laser Spine Surgical Center, LLC
9. Proof of Claim for Laser Spine Surgery Center of Pennsylvania, LLC
10. Proof of Claim for Laser Spine Surgery Center of St. Louis, LLC
11. Proof of Claim for Laser Spine Surgery Center of Warwick, LLC
12. Proof of Claim for Medical Care Management Services, LLC
13. Proof of Claim for Spine DME Solutions, LLC
14. Proof of Claim for Total Spine Care, LLC
15. Proof of Claim for Laser Spine Institute Consulting, LLC
16. Proof of Claim for Laser Spine Surgery Center of Oklahoma, LLC

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

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Kwall Barack Nadeau PLLC

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(727) 441-4947

(727) 447-3158 Fax

-and-

/s/ Brandon J. Hill

Luis A. Cabassa

Florida Bar No. 0053643

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Brandon J. Hill

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Wenzel Fenton Cabassa, P.A.
1110 North Florida Avenue, Suite 300
Tampa, FL 33602
813-224-0431
813-229-8712 Fax

Attorneys for Class Representatives

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via the Court's electronic filing portal on July 11, 2019 to all counsel of record and via hand delivery to Edward J. Peterson, Stichter, Riedel, Blain & Postler, P.A., 110 E. Madison St., Suite 200, Tampa, FL 33602.

/s/ Ryan D. Barack
Attorney

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
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Total Spine Care, LLC
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Laser Spine Surgery Center of Oklahoma, LLC

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Case No. 2019-CA-2771
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Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
Laser Spine Institute, LLC Case No. 2019-CA-2762.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

CAUSE OF ACTION
WARN ACT VIOLATIONS

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

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(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____CLM Aviation, LLC Case No. 2019-CA-2764____.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

Secondary: jackie@employeeerights.com

Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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Main No.: 813-224-0431

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Email: bhill@wfclaw.com

Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____LSI HoldCo, LLC Case No. 2019-CA-2765_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

CAUSE OF ACTION
WARN ACT VIOLATIONS

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

Secondary: jackie@employeeerights.com

Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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Main No.: 813-224-0431

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____LSI Management Company, LLC Case No. 2019-CA-2766_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

Secondary: jackie@employeeerights.com

Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of Arizona, LLC Case No. 2019-CA-2767_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

CAUSE OF ACTION
WARN ACT VIOLATIONS

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

Secondary: jackie@employeeerights.com

Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

Tampa, FL 33602

Main No.: 813-224-0431

Direct No.: 813-379-2565

Facsimile: 813-229-8712

Email: lcabassa@wfclaw.com

Email: bhill@wfclaw.com

Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

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OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of Cincinnati, LLC Case No. 2019-CA-2768____.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

Secondary: jackie@employeeerights.com

Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

Tampa, FL 33602

Main No.: 813-224-0431

Direct No.: 813-379-2565

Facsimile: 813-229-8712

Email: lcabassa@wfclaw.com

Email: bhill@wfclaw.com

Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of Cleveland, LLC Case No. 2019-CA-2769_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

Secondary: jackie@employeeerights.com

Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

Tampa, FL 33602

Main No.: 813-224-0431

Direct No.: 813-379-2565

Facsimile: 813-229-8712

Email: lcabassa@wfclaw.com

Email: bhill@wfclaw.com

Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgical Center, LLC Case No. 2019-CA-2770_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

CAUSE OF ACTION
WARN ACT VIOLATIONS

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

Tampa, FL 33602

Main No.: 813-224-0431

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Facsimile: 813-229-8712

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Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of Pennsylvania, LLC Case No. 2019-CA-2771_____.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

CAUSE OF ACTION
WARN ACT VIOLATIONS

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

Tampa, FL 33602

Main No.: 813-224-0431

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Facsimile: 813-229-8712

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Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of St. Louis, LLC Case No. 2019-CA-2772____.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

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Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of Warwick, LLC Case No. 2019-CA-2773____.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Medical Care Management Services, LLC Case No. 2019-CA-2774_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Spine DME Solutions, LLC Case No. 2019-CA-2775_____.(IF YOU
**HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A
SEPARATE CLAIM AGAINST EACH ASSIGNOR).**

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of
former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516
individuals, which based upon available information appears to exceed \$13
million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior
claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory
notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security
interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this
claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of
the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be
permitted, and may be directed by the Court, to include such documentation, including to the extent provided,
protected health information, in any subsequent pleading, notice, document, list, or other public disclosure
made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not
constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any
regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

CAUSE OF ACTION
WARN ACT VIOLATIONS

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

Tampa, FL 33602

Main No.: 813-224-0431

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Email: bhill@wfclaw.com

Email: twells@wfclaw.com

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Total Spine Care, LLC Case No. 2019-CA-2776_____. (IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Institute Consulting, LLC Case No. 2019-CA-2777_____
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S

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

In re:

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

/

PROOF OF CLAIM

**TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:**

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

**SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316**

**ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602**

1. **PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:**
____Laser Spine Surgery Center of Oklahoma, LLC Case No. 2019-CA-2780____.
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. **CREDITOR NAME (Your name):** Heather Embry and Deanna Ali, as representatives of a class of former employees of the Assignor

ADDRESS: c/o Kwall Barack Nadeau PLLC

Wenzel Fenton Cabassa, P.A.

ADDRESS: 304 S. Belcher Rd., Suite C

1110 N. Florida Ave., Suite 300

CITY, STATE, ZIP: Clearwater, FL 33765

Tampa, FL 33602

TELEPHONE NUMBER: 727-441-4947

813-224-0431

E-MAIL ADDRESS: rbarack@employeeerights.com

bhill@wfclaw.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: []

3. **BASIS FOR CLAIM:**

[] Goods Sold

[X] Wages, Salaries and Compensations [] Tax Secured Creditor

[] Services Performed

[] Customer Deposit

[] Money Loaned

[X] Other: WARN Act, 29 U.S.C. 2101-2109 and expenses

[] Shareholder

incurred during the administration of the estate

4. **DATE DEBT WAS INCURRED:**

On or about December 31, 2018

5. **AMOUNT OF CLAIM:**

The claim represents 60 days of back pay and benefits for approximately 516 individuals, which based upon available information appears to exceed \$13 million. Please see the attached for additional information.

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

7. **SUPPORTING DOCUMENTS:** Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
Documents attached.

8. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/11/2019

BY: /s/ Ryan D. Barack and /s/ Brandon Hill

Signature of Claimant or Representative

Ryan D. Barack and Brandon Hill, Class counsel

Print Name and Title Here

For Assignee's Use Only:

Claim Number: _____

Date: _____

**ADDENDUM TO PROOF OF CLAIM
BY HEATHER EMBRY AND DEANNA ALI
ON BEHALF OF THE EMPLOYEE CLASS**

This Addendum is a part of, and incorporated by reference into, the Proof of Claim set forth on the form filed by Heather Embry and Deanna Ali (the “Class Representatives”), on their own behalf and on behalf of a certified class of those similarly situated (collectively the “Class”).

In support thereof, the Class states as follows:

Background

1. On or about March 1, 2019, the Assignor terminated all of its employees as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., (the “WARN Act”).

2. Prior to the terminations, the Assignor did not provide the employees with a minimum of 60 days’ written notice of the termination, which was due on or about December 31, 2018.

3. The Class Representatives commenced litigation (copies of the complaints are attached as Composite Exhibit 1) and on July 8, 2019, the United States District Court for the Middle District of Florida certified the Class as follows:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days’ written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a “mass layoff” or “plant closing” as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

A copy of the Omnibus Order is attached as Exhibit 2.

4. Counsel for the Assignee has provided counsel for the Class with a list that identifies 516 individuals who are likely members of the Class. The list of names is attached as Exhibit 3.

Summary of Claims

5. The Class hold claims against the Assignor, the Assignee, its estate, and others pursuant to the WARN Act.

6. The Assignor, the Assignee, its estate, and others are liable under the WARN Act for the failure to provide the Class at least 60 days' advance notice of their termination as required by the WARN Act.

7. Some or all of the Class claims are entitled to allowance and payment as they are expenses incurred during the administration of the estate. Fla. Stat. §727.114(1)(b).

8. Some or all of the Class claims are entitled to allowance and payment as priority claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first. Fla. Stat. §727.114(1)(d).

9. At a minimum, all of the Class claims that are not allowed as priority claims are entitled to allowance and payment as general unsecured claims.

10. The Class Representatives have diligently worked to quantify the claims held by the Class. The Assignor is in possession and control of the documentation necessary to better quantify the Class claims. On the basis of the information available to the Class Representatives at this time, the Class Representatives estimate the value of the Class Members' claims as in excess of \$13,000,000.00. This calculation is based upon an estimate of the weekly payroll and

Department of Labor reports that in March 2019, the average cost of total benefits for employees in the health care field was 38.5% of the total compensation.

11. Accordingly, the Class Representatives, on behalf of themselves and the Class, hereby demand allowance and payment of the Class claims in an amount no less than \$13,000,000.00

12. The Class Representatives, on behalf of themselves and the Class, also demand allowance and payment of their attorney's fees and costs.

Reservations

13. The Class Representatives submit this Proof of Claim at this time under compulsion of the bar date of July 12, 2019.

14. The foregoing is without prejudice to all of the other rights and claims in these proceedings of the Class Representatives and the Class.

15. In addition, the Class Representatives and the Class expressly reserve all other rights, remedies, interests, priorities, protections, claims, counterclaims, defenses, setoffs, and recoupments, without limitations, well as claims against any other entity, including, without limitations, the Assignor's present or former directors and officers.

16. The Class Representatives and the Class specifically reserve the right to amend, modify, withdraw, or supplement this Proof of Claim at any time, and the right to assert any other legal theory in support of recovery from the Class Representatives and the Class or any other entity.

17. By preparing, signing, and filing this Proof of Claim, or taking any action in connection therewith, the Class Representatives and the Class are not (a) in any manner whatsoever waiving or relinquishing any rights they may have against any other entity liable for

all or any parts of the matters set forth herein, (b) consenting to the jurisdiction of this Court with respect to any proceedings commenced in this case, (c) waiving the right to withdraw the reference with respect to objections, cases, or proceedings, (d) electing any remedy which waives or otherwise affects any other remedy, (e) limiting their claims or the claims of the Class Members to the amounts or theories set forth herein, or (f) estopped or prevented from taking any other action or position.

**COMPOSITE
EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**HEATHER EMBRY, on behalf of herself
and a class of those others similarly situated,**

Plaintiff,

v.

Case No.

**LASER SPINE INSTITUTE, LLC,
LSI MANAGEMENT COMPANY, LLC and
LSI HOLDCO LLC**

Defendants.

_____ /

CLASS ACTION COMPLAINT

HEATHER EMBRY (“Plaintiff”), on behalf of herself and a class of those similarly situated by and through the undersigned counsel, hereby sue **LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC** and **LSI HOLDCO LLC** (collectively “Defendants”) and allege as follows:

NATURE OF THE ACTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. (“WARN Act”). Defendants are liable under the WARN Act for the failure to provide the Plaintiff and all others similarly situated at least 60 days’ advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

4. Plaintiff Heather Embry is a citizen and resident of the State of Florida and was employed by Defendants until termination without cause on or about March 1, 2019. Plaintiff submits to the jurisdiction of this Court.

5. Upon information and belief, at all relevant times, Defendant Laser Spine Institute, LLC was a company that touted its "minimally invasive" medical procedures, including but not limited to spinal procedures, and provided services at various locations, including but not limited to a 176,000-square-foot headquarters at 5332 Avion Park Drive in Tampa, Florida ("Facilities").

6. Upon information and belief, at all relevant times, Defendant LSI Management Company, LLC was a company that provided management services to Defendant Laser Spine Institute, LLC.

7. Upon information and belief, at all relevant times, Defendant LSI HoldCo LLC is the member and holding company of Defendant Laser Spine Institute, LLC and Defendant LSI Management Company, LLC.

8. Defendants had common ownership.

9. Defendants had common directors and/or officers.

10. Defendants had *de facto* exercise of control by the same individuals.

11. Defendants had unity of personnel policies emanating from a common source.
12. Defendants are a single employer within the meaning of 20 C.F.R. § 639.3(a).

STATEMENT OF FACTS

13. The WARN Act defines a “plant closing” as follows:

The permanent or temporary shutdown of a single site of employment, or one or more facilities or operating units within a single site or employment, if the shutdown results in an employment loss at the single site of employment during any 30-day period for 50 or more employees excluding any part-time employees.

29 U.S.C. § 2101(a)(2).

14. WARN Act defines a “mass layoff” as a reduction in force which is not the result of a plant closing and results in an employment loss at a single site of employment during any 30-day period for at least 33% of the active employees (excluding part-time employees) and at least 50 employees (excluding part-time employees); or at least 500 employees (excluding part-time employees). 29 U.S.C. § 2101(a)(3); 20 C.F.R. § 639.3(c).

15. The distinction between a plant closing and a mass layoff, according to the regulations, is that a plant closing involves “employment loss which results from the shutdown of one or more distinct units within a single site or the entire site” while a mass layoff “involves employment loss, regardless of whether one or more units are shut down at the site.” 20 C.F.R. §639.3(c)(1).

16. Plaintiff and all other similarly situated employees were employees, employed by Defendants, who were their employers, for all relevant and required periods of time.

17. Plaintiff and all other similarly situated employees were terminated as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

18. On or about March 1, 2019, or on earlier or later dates, approximately 500 other similarly situated employees who reported to the Facilities were terminated as part of plant shutdowns or mass layoffs at the Facilities.

19. Pursuant to the WARN Act, Plaintiff maintains this action on behalf of herself and on behalf of each of the other similarly situated former employees.

20. Each of the other similarly situated former employees is similarly situated to the Plaintiff in respect to his or her rights under the WARN Act.

21. Defendants were required by the WARN Act to give the Plaintiff and the other similarly situated former employees or their representatives at least 60 days advance written notice of their respective terminations.

22. Prior to their terminations, neither Plaintiff nor the other similarly situated former employees or their representatives received written notice that complied with the requirements of the WARN Act.

23. Defendants failed to pay the Plaintiff and the other similarly situated former employees their respective wages, salary, commissions, bonuses, accrued holiday pay vacation which would have accrued for sixty (60) days following their respective terminations without notice and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS

24. Plaintiff sues under Rule 23(a) and (b) of the Federal Rules of Civil Procedure and the WARN Act, on behalf of herself, and a class of employees who worked at or reported to the Defendants' Facilities and were laid off without cause by Defendants as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered by Defendants at the Facilities (the "Class") on or about March 1, 2019 or on earlier or later dates.

25. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are over 500 potential class members.

26. There are questions of law and fact common to the Class Members, namely:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

27. The claims of the representative parties are typical of the claims of the Class, as they were terminated as part of the plant shutdown or mass layoff and did not receive the requisite notice.

28. The representative parties will fairly and adequately protect the interests of the class.

29. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

30. There is no conflict of interest between the Plaintiff and other members of the class.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where the individual Plaintiff and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

32. Defendants have acted on grounds that apply generally to the class.

33. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- (a) Whether the Class Members were employees of Defendants' who worked at or reported to Defendants' Facilities;
- (b) Whether the Defendants ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act; and
- (c) Whether the Defendants were subject to any of the defenses provided for in the WARN Act.

**CAUSE OF ACTION
WARN ACT VIOLATIONS**

34. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act, and employed more than 50 employees at the Facilities.

35. At all relevant times, the Defendants were an “employer” of the Class Members as that term is defined by the WARN Act.

36. On or about March 1, 2019, and at previous and subsequent times, Defendants ordered “plant shutdowns” or “mass layoffs” as those terms are defined by the WARN Act.

37. Defendants’ actions at the Facilities resulted in an “employment loss” as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

38. Defendants’ termination of the Class Members’ employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

39. The Plaintiff and each of the Class Members who were employed by Defendants and then terminated by Defendants as a result of Defendants’ executing plant shutdowns or mass layoffs at the Facilities were “affected employees” as defined by the WARN Act.

40. The Plaintiff and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined by the WARN Act.

41. Pursuant to the WARN Act, Defendants were required to provide at least 60 days prior written notice of the termination, or notice as soon as practicable, to the affected employees, on their representative, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to give at least sixty (60) days prior notice of the termination in violation of the WARN Act.

43. The Defendants failed to pay the Plaintiff and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

44. As a result of Defendants’ failure to pay the wages, benefits and other monies as asserted, the Plaintiff and Class Members were damaged in an amount equal to the sum of the members’ unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

RELIEF SOUGHT

WHEREFORE, the Plaintiff and Class Members demand trial by jury and judgment against the Defendants as follows:

a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C§2104(a)(1)(A);

b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiff and the Other Similarly Situated Former Employees constitute a single class;

c. Designation of Plaintiff as Class Representative;

d. Appointment of the undersigned attorneys as Class Counsel;

e. Interest as allowed by law on the amounts owed under the preceding paragraphs;

f. The reasonable attorneys' fees and the costs and disbursements the Plaintiff incurs in prosecuting this action, as authorized by the WARN Act; and

g. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial on all issues so triable as of right.

Respectfully submitted,

/s/ Ryan D. Barack

Ryan D. Barack

Florida Bar No. 0148430

Primary: rbarack@employeeerights.com

Secondary: jackie@employeeerights.com

Michelle Erin Nadeau

Florida Bar No. 0060396

Primary: mnadeau@employeeerights.com

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Kwall Barack Nadeau PLLC

304 S. Belcher Road, Suite C

Clearwater, Florida 33765

(727) 441-4947

(727) 447-3158 Fax

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
DIVISION**

**DENNA E. ALI, on behalf
of herself and on behalf of all others
similarly situated,**

Plaintiff,

v.

CASE NO.: 8:19-cv-00535

**LASER SPINE INSTITUTE, LLC, and
LSI MANAGEMENT, LLC,**

Defendants.

**FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff, Deanna E. Ali, on behalf of herself and on behalf of all others similarly situated, by and through her undersigned counsel, files this First Amended Class Action Complaint against Defendants, Laser Spine institute, LLC, and LSI Management, LLC, (“Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by the Plaintiffs, on their own behalf and on behalf of approximately 1,000 other similarly situated former employees (collectively the “Class”, as defined below), of damages in the amount of 60 days’ compensation and benefits for each of them by reason of the Defendants’ violation of their rights under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the “WARN Act”). The Plaintiff and the other Class members were employees of Defendants who were terminated without cause on their part in or about March 1, 2019, as part of or as the reasonably expected consequence of a mass layoff or plant closing, which was effectuated by Defendants on or about that date. Defendants

failed to give the Plaintiff and the other Class members at least 60 days' advance notice of their termination. As a consequence, the Plaintiff and the other Class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

JURISDICTION

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. The violation of the WARN Act alleged herein occurred in this District.

4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5).

THE PARTIES

5. On information and belief, at all relevant times, Defendants were a business authorized to conduct business in the State of Florida.

6. On information and belief, at all relevant times, Defendants maintained an office or facility in Tampa, Florida (the "Facility").

7. On information and belief, in or about March 2019, Defendants employed approximately 1,000 people across the country.

8. Prior to their terminations, the Plaintiff was an employee of Defendants who worked for the Defendants.

9. In or around March 1, 2019, the Plaintiff was terminated from her employment, without cause on her part, by the Defendants.

10. In or about March 1, 2019 and thereafter, the Plaintiff and approximately 1,000 other employees of the Defendants who had been working for the Defendants were terminated

without cause on their part as part of or as the reasonably expected consequence of the terminations that occurred on or about March 1, 2019 (collectively, the “Class”).

11. The Plaintiff brings this action on her own behalf and, pursuant to rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the other members of the Class.

THE CLAIM FOR RELIEF

12. At all relevant times, the Defendants employed 100 or more employees, exclusive of part-time employees, i.e., those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the “Part-Time Employees”), or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

13. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility for Defendants resulted in the loss of employment for at least 50 employees excluding Part-Time Employees.

14. The terminations in or about March 1, 2019 of the employment of persons who worked at the Facility or as the reasonably foreseeable consequence of those terminations resulted in the loss of employment for at least 33% of the Facility’s employees excluding Part-Time Employees.

15. The Plaintiff and the other Class members were discharged without cause on their part in or about March 1, 2019 or thereafter as the reasonably expected consequence of the terminations that occurred in or about March 1, 2019.

16. The Plaintiff and each of the other Class members experienced an employment loss as part of or as the reasonably expected consequence of the mass layoff and/or plant closing that occurred in or about March 1, 2019.

17. Prior to the terminations, the Plaintiff and the other Class members did not receive written notice at least 60 days in advance of the termination of their employment.

18. The Plaintiff and the other Class members constitute a Class within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

19. Each of the other Class members is similarly situated to the Plaintiff with respect to his or her rights under the WARN Act.

20. Common questions of law and fact are applicable to all members of the Class.

21. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants who worked at the Facility; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by an affirmative defenses that may be asserted by the Defendants.

22. The Plaintiff's claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Plaintiff and the other Class members is an injured party with respect to his/her rights under the WARN Act.

23. The Plaintiff will fairly and adequately protect and represent the interests of the Class.

24. The Plaintiff has the time and resources to prosecute this action.

25. The Plaintiffs has retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

26. The Class is so numerous as to render joinder of all members impracticable in that there are approximately 1,000 members of the Class.

27. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

28. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

29. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

30. No litigation concerning the WARN Act rights of any Class member has been commenced.

31. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

32. On information and belief, the names of all the Class members are contained in Defendants' books and records.

33. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

34. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

35. As a result of Defendants' violation of the WARN Act, each Class member is entitled to recover an amount equal to the sum of: (a) his/her respective wages, salaries, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) his/her medical expenses incurred during the 60-day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plan had that plan provided coverage for such period.

36. Defendants failed to pay the Plaintiff and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

37. Plaintiff hereby demands a jury trial of all issues that may be so tried.

WHEREFORE, the Plaintiff demands judgment as follows:

A. In favor of the Plaintiff and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal

days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

- B. Appointment of the Plaintiff as Class Representatives;
- C. Appointment of the undersigned as Class Counsel;
- D. In favor of the Plaintiff for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).
- E. Interest allowed by law;
- F. Such other and further relief as this Court deems just and proper.

Dated this 4th day of March, 2019.

Respectfully submitted,



LUIS A. CABASSA

Florida Bar Number: 0053643

BRANDON J. HILL

Florida Bar Number: 0037061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Avenue, Suite 300

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EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEANNA ALI,

Plaintiff,

v.

CASE NO. 8:19-cv-535-T-23JSS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

HEATHER EMBRY,

Plaintiff,

v.

CASE NO. 8:19-cv-539-T-23AAS

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

DUANE HIGDON,

Plaintiff,

v.

CASE NO. 8:19-cv-547-T-23TGW

LASER SPINE INSTITUTE, LLC, et al.,

Defendants.

_____ /

OMNIBUS ORDER

In three cases — *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS;
Embry v. Laser Spine Institute, LLC, et al., 8:19-cv-539-T-23AAS; and *Higdon v. Laser*

Spine Institute, LLC, et al., 8:19-cv-547-T-23TGW — a former employee of Laser Spine Institute sues the company for violating the WARN Act, 29 U.S.C.

§§ 2101–09. Each plaintiff sues on behalf of a proposed class, and orders on June 13, 2019, consolidated the cases “[s]olely for the purposes of determining whether to certify a class, whether to appoint a class representative, and whether to appoint class counsel.” However, Duane Higdon withdraws his motion for class certification and announces that he will either “pursue his claims individually . . . or as a member of the proposed class if it is certified.” (Doc. 20 in 8:19-cv-547-T-23TGW)

Accordingly, the only remaining class certification motion is Heather Embry’s motion (Doc. 14 in 8:19-cv-539-T-23AAS), which Deanna Ali adopts (Docs. 12–13 in 8:19-cv-535-T-23JSS). That is, Ali and Embry move to certify the same class, to represent the class together, and to appoint their attorneys as class counsel.

A party moving for class certification must demonstrate that the proposed class satisfies each requirement of Rule 23(a), Federal Rules of Civil Procedure, and at least one requirement of Rule 23(b). *Rutstein v. Avis Rent-A-Car Sys.*, 211 F.3d 1228, 1233 (11th Cir. 2000). Rule 23(a) permits class certification:

only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Forty class members can establish numerosity. *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1980). Ali declares that 500 people worked at LSI's Tampa, Florida office when LSI stopped operating in March 2019. (Doc. 14-1 in 8:19-cv-539-T-23AAS) Embry declares that "hundreds of people . . . worked for LSI." (Doc. 14-2 in 8:19-cv-539-T-23AAS) And one of Embry's attorneys declares that he reviewed LSI records, which "appear[]" to establish a class of "approximately 500 people nationwide" (Doc. 14-3 in 8:19-cv-539-T-23AAS) The proposed class is sufficiently numerous.

Class members in the proposed class will share questions of whether the WARN Act obligated LSI to announce an impending closure and whether LSI failed to satisfy the WARN Act's requirements. Particularly, the class members will need to establish that LSI caused "a mass layoff" or "plant closing," as the WARN Act defines those terms, and that the "layoff" or "closing" resulted in employees' termination without due notice. *Sides v. Macon Cty. Greyhound Park, Inc.*, 725 F.3d 1276, 1281 (11th Cir. 2013). These issues are "susceptible to class-wide proof." *Cooper v. Southern Co.*, 390 F.3d 695, 714 (11th Cir. 2004).

Ali and Embry's claims are typical of the class's claims because Ali and Embry's claims concern the same alleged "mass layoff" or "plant closing" and because each class member was due the same notice. *Prado-Steiman v. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000) ("typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class").

Differences in class members' damages do not extinguish typicality. *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984).

Ali and Embry can "fairly and adequately protect the interests of the class" because neither appears to have a "substantial conflict of interest" with the rest of the class and because both appear willing and able to "adequately prosecute the action." *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

The proposed class satisfies Rule 23(b)(3) because common legal and factual issues — such as whether the WARN Act's obligations applied to LSI and, if so, whether LSI failed to provide the notice required by the WARN Act — predominate over class members' individualized issues, such as damage determinations. Resolving those common issues in a single action is superior to a mass of individual claims addressing the same issues. *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 949, 1006 (11th Cir. 1997).

To appoint a lawyer^{*} as class counsel, Rule 23(g)(1)(A) requires a district court to consider:

^{*} The motions request appointment of "the law firms Wenzel Fenton Cabassa P.A. and Kwall Barack Nadeau PLLC as class counsel." But only a lawyer, not a law firm, appears in court for a client. *Sandyland Produce, LLC v. Tar Heel Farms, Inc.*, 2007 WL 1080005, at *1 n.1 (M.D. Fla. Apr. 9, 2007) (Glazebrook, M.J.) ("The Local Rules contemplate that attorneys, not law firms[,] appear as counsel for parties."); *Infohand Company, Ltd. v. Sprint Spectrum, L.P.*, 2005 WL 1862408, at *1 (D. Kan. Aug. 3, 2005) (Waxse, M.J.) ("[L]aw firms do not . . . appear[] on behalf of parties. Only individual attorneys may enter . . . their appearance.").

However, the advisory committee's notes to the 2003 amendments to Rule 23 explain that Rule 23 contemplates several lawyers collaborating to represent a class.

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Ali and Embry's attorneys — Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau — are experienced employment law litigators. Barack has held two leadership positions within The Florida Bar's Labor and Employment Law Section, and Cabassa and Hill have served as class counsel in two WARN Act class actions in the Middle District of Florida. The attorneys declare that they are willing and able to commit attention and resources to representing the class. Further, the attorneys have demonstrated diligence by briefing thoroughly the class certification motion, by proposing a class certification notice, by creating an informative website that presents useful information about the class action, by hosting a conference call with more than forty former LSI employees to discuss the class action, by reviewing LSI employment records, and by monitoring LSI's assignment action in the state court.

Embry's class certification motion (Doc. 14 in 8:19-cv-539-T-23AAS) is

GRANTED. Embry's proposed class is **CERTIFIED**. The class includes:

All Laser Spine Institute employees throughout the United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about March 1, 2019, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988, excluding the directors and officers of Laser Spine Institute.

Deanna E. Ali and Heather Embry are **APPOINTED** as class representatives. Ryan D. Barack, Luis A. Cabassa, Brandon J. Hill, and Michelle Erin Nadeau are **APPOINTED** as class counsel.

In accord with Rule 42(a), Federal Rules of Civil Procedure, and Local Rule 1.04(c), the clerk is directed to **CONSOLIDATE** for all purposes *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS, and *Embry v. Laser Spine Institute, LLC, et al.*, 8:19-cv-539-T-23AAS. *Ali v. Laser Spine Institute, LLC, et al.*, 8:19-cv-535-T-23JSS (Consolidated) is the lead case, and Ali and Embry must file documents in only 8:19-cv-535-T-23JSS (Consolidated). The clerk must **CLOSE** 8:19-cv-539-T-23AAS. And in accord with Higdon's notice, the clerk must **TERMINATE** Higdon's class certification motion (Doc. 14 in 8:19-cv-547-T-23TGW).

No later than **JULY 15, 2019**, Ali and Embry must review the appendix attached to this order, revise the proposed class certification notice, and move for approval of the certification notice.

ORDERED in Tampa, Florida, on July 8, 2019.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

List of Terminated Employees

Adams,	Emily W	
Adey,	Brian	Phillip
Adey,	Jessica	Lee
Alessandro,	Nathan	
Ali,	Denna	E.
Allen,	Christine	M
Alonso,	Teresita	
Alves,	Luigi	A
Anderson,	Jerre!!	D
Anderson,	Kellen	Russell
Arce,	Luis	Antonio
Armstrong,	Elana	Nadine
Arnzen,	Heather	Ann
Arthur,	Sherry	Ann
Bachan,	Magdalena	W
Balk,	Christine	June
Barrazueta,	Golda	Esperanza
Baruch,	Ronald	
Bazzano,	Traci	Lynn
Begaj,	Natasha	
Bell,	Lisa	M
Benn,	Corbett	F
Benson,	Chad	A.
Bernat,	Deborah	A
Berrios,	Angel	Andre
Betancourt,	Kalise	Deni
Beverly,	Shalaina	
Bishai,	Adel	
Blackman,	Jennifer	Lorraine
Blackmon,	Amber	Marie
Blanco,	Andres	Alejandro
Bland,	Shanna	L
Blok,	Robert	J
Boaz,	Allison	Sue
Boggs,	Crystal	Amber
Borkowski,	Sheri	Ann
Bowers,	Vicki	
Bowles,	Kayla	Nicole
Bowser,	Jennifer	Miller
Boyd,	Julie	Marie
Bradshaw,	Jeffrey	Gray
Brellenthin,	Ashley	Ann
Brinkman,	Michael	Alex
Brinson,	Tonya	J

Brinson,	Holly	Noel
Brock,	Cynthia	A
Brodmerkel,	James	Porter
Brotski,	Linda	
Brown,	Deloris	
Brown,	Drew	J
Brueggemann,	Carl	John
Bryant,	Julie	Marie
Brzezinski,	Colleen	Marie
Burgess,	Ryan	A
Bussell,	Sonja	M
Byam,	Tracy	Anne
Cader,	Ahmad	B
Calderon,	Ketty	
Carbone,	Matthew	John
Carlin,	Matthew	A
Carter,	John	Mark
Carter,	Willie	
Casares,	Mary	Elizabeth
Casares,	Nicholas	Adam
Cassiadoro,	Melissa	D
Castanon,	Kevin	
Castillo,	Mario	A
Cayson,	Ritay	Y
Cekan,	Christopher	S
Centanni,	Renee	Elizabeth
Cerreta,	Clinton	M
Champagne,	Brittany	Grace
Chau,	Camie	Leigh
Choe,	Sung	Hyok
Cinotti,	Diane	F
Cipriani,	Alicia	A
Ciulla,	Shannon	Kathleen
Clarke,	Elyse	Claire
Clay,	William	A
Coleman,	Erika	Renia
Collins,	Melynn	
Colon,	Yaritza	
Colon,	Merissa	Nicole
Comer,	Tyneshia	L
Concklin,	Michelle	R
Coppola,	Maria	A
Corrigan,	Sean	J
Cosgrove,	Luke	Henry
Cosme,	Elisa	Maria
Courte,	Kimberly	M

Cowans,	Melissa	J
Cravens,	Linda	Marie
Cringolo,	Roberto	
Crowther,	Ryan	F
Curren,	Jill	Halley
Daniels,	Elizabeth	A
Davis	II,	Reginald
Davis,	Sydney	J
Davis,	Colleen	E
Davis,	Reginald	James
Dean,	Kelly	Elizabeth
Dearth,	Jason	Eric
DeBerry,	Candace	Brooke
Debi,	Emily	Anne
Deignan,	Shawn	P
DeLa Cruz	Rebecca	
Densmore,	Elizabeth	Ann
Depalo,	Stephen	Nicholas
Derr,	Karen	A
Desjardins,	Thomas	P
DeSouza,	Treva	Nichole
Dillingham,	Brandon	Miles
Dills,	Anthony	L
Ditch,	Amanda	J
Donald,	Mary	Kathleen
Doolan,	Cheryl	Ann
Douglas,	Karen	
Duba,	Taylor	Ashley
Dudley,	Julie	Conard
Duffy,	Amanda	A
Early,	Molly	M
Eaton-		
Moseley,	Melissa	Joann
Ebersole,	Julie	A
Edgerton,	Elizabeth	Lauren
Edwards,	Paige	M
Eichorn,	Melissa	Jean
El	Tayib,	Ibeer
Elliott,	Ross	C
Ellis,	Ami	Yvonne
Embry,	Heather	M
Erce,	Amanda	Nicole
Ernde,	Ryan	David
Ernde,	Kristina	R
Ertel,	Kristina	Lynn
Escobar,	Monica	

Espinoza,	Isabel!	Renee
Esposito,	Cherise	Courtney
Esquivel,	Kimberley	Ann
Euler,	Natalie	Ann
Eyer,	Brady	August
Fahringer,	Jennifer	
Fan,	Alana	Michele
Farrar,	Jonathan	Ross
Faulkner,	Jordan	Elizabeth
Fay,	Elizabeth	Margaret
Feltham,	Jillian	Laurel
Fernandez,	Maria	E
Fernandez,	Lisette	M
Figueroa,	Glenn	Michael
Figueroa,	Brittany	Jo
Finke,	Matthew	Dean
Fitzgerald,	Sean	P
Fitzpatrick,	Brandon	Sean
Flood,	Brian	K
Fontana,	Krystyna	
Ford,	Leidy	L
Frances,	Carla	Marie
Franco,	Yadira	Isabel
Frey,	Jared	J
Fuchs,	Paul	Gene
Fuller,	Jennifer	
Gagnon,	Crystal	Lynn
Gainous,	India	Osmeia
Gaitan,	Paul	
Gale,	Michael	N
Galvez,	Antia	
Gamboa,	Maria	T
Gandhi,	Anand	
Garrison,	Michelle	C
Gay-Lawton,	Deborah	A
Geisert,	Julia	Michele
Gibbens,	Deborah	Dee
Gibbons,	Sabrina	M
Gibson,	Donna	K
Gillen,	Elysa	
Giraldo,	Ana	G
Girton,	Keith	
Gitchel,	Jody	A
Glose,	Kathleen	
Goodridge,	Steven	G
Gordon,	Emily	Elizabeth

Gosik,	Kathleen	
Goulish,	Brittni	K
Greenhill,	Alexandria	Nicole
Gross,	Anthony	Adam
Groteke,	Eric	Khristian
Grubb,	Laurie	Ann
Gruber,	Robert	
Guanciale,	Jennifer	R
Gustafson	II,	Tony
Guzman,	Consuelo	E
Haban,	Mary	Beth
Hajeski,	Danielle	Michelle
Hallman,	Karen	Ann
Hamilton,	Tamala	S
Hanna,	Nihaya	Hanna
Hanson,	Melissa	Marie
Hantl,	Craig	
Hardy,	David	
Harris,	Richard	Leroy
Harvey,	Britani	A
Hawthorne,	Timothy	Eugene
Haynie,	Kathryn	L
Heise!,	Latasha	S
Helems,	Conniejo	L
Henderson,	Christopher	A
Henry,	Tykeshia	Lawana
Hernandez,	Tanya	M
Herschel!,	Casey	N
Hiatt,	Angela	Dawn
Hicks,	James	Dustin
Higdon,	Duane	Eric
Hill,	Nicholas	H
Hines,	Dominique	D
Hinkle,	Margaret	M
Hinson,	Todd	
Hinton,	Kendrick	L
Hoard,	Sonja	
Holliday,	Joseph	H
Holm,	Michelle	J
Hom,	Benjamin	
Howard,	Catherine	A
Howell,	Susan	M
Hoy,	Kelly	
Huchro,	Jordan	Stanley
Hunt,	Tammy	Renee
Hurley,	Jason	P

Husi,	Ederina	
Irish,	Joshua	Eugene
Jaquez,	Esther	C
Jedrzejowska,	Sylwia	Kinga
Jenkins,	JaneIle	Elizabeth
Jennings,	Alivia	L
Johnson,	Lauren	Nichole
Jones,	Ronald	
Jones,	Elitha	Sharunn
Jones,	Kimberly	A
Jovel,	Victoria	B
Joy,	Alan	Nadukudy
Kakarlapudi,	Raj	Veerabhadra
Kaminski,	Arika	N
Kanjirathingal,	Alka	Joy
Keish,	Jacqueline	
Keller,	Susan	
Kenney,	Chad	J
Kihn,	Shawn	Erik
Kinch,	Kyle	Bradley
Kirkpatrick,	Donald	L
Kiwczak,	Steven	
Kling,	Tylee	R
Knight,	Courtney	G
Knopik,	Christopher	Scott
Kormoski,	Joanne	
Koser,	Robert	Bradley
Krezel,	Adam	Ryan
Kunz,	Darren	
Labarge,	Morgan	Jessica
Lapierre,	Meredith	Ota
LaRosa,	Michelle	R
Larson,	Michael	L
Laurent,	Stephanie	Lanier
Lawrence,	Rosalie	Marie
Leasure,	Autumn	M
Lembo,	John	L
Letzkus,	Annie	Barrett
Levy,	Ethan	
Lightle,	Catherine	Marie
Lin,	Ling	
Lincoln,	Caleb	Victor
Linkey,	Kelly	Marie
Lipscomb,	Diane	
Lisowski,	Beverly	Ann
Liverpool,	Venita	K

Loaiza,	Alexis	A
Loeb,	Nicole	Bohannon
Lopez,	Alberta	M
Isak,	Alexander	
Luke,	Timothy	
Lukose,	Teena	
MacDonald,	Corey	G
Machette,	Alyssa	N
Macias,	Alain	E
Mackey,	Samantha	C
MacKinnon,	Lisa	
Maddox,	Jared	
Malone,	Mona	Jill
Man-Son-		
Hing,	Justin	Cory
Marden,	Alyssa	Krystyne
Marks,	Jennifer	Lyn
Marshall,	Adele	V
Martin,	Jennifer	R
Martin,	Jamie	Marie
Matthes,	Aaron	Randall
McAbee,	Kathryn	Morse
McAllister,	Kayla	R
McCabe,	Shannon	M
McCall,	Dana	A
McCaughan,	Kelly	M
McCauley,	Mary	Rose
McColl,	Bailey	A
McCormick,	Anne	
McCraney,	Michael	D
McDonald,	Audrey	Etta
McKenna,	Kristin	Lyn
McKinney,	Scott	Engleman
McLellan,	Emily	I
McMorrow,	Michael	Garrett
McReynolds,	Adriana	Marie
Meade,	Alexa	Christian
Menmuir,	Brett	G
Merchant,	Alexa	J
Meyer,	Harold	K
Miller,	Nicole	D
Miller,	Elizabeth	Ashley
Miller,	Andrea	
Milman,	Aleksandr	
Mitchell,	Meredith	L
Moats,	Stephanie	Brooke

Mohamed,	Lanina	Corrin
Molina,	Evelyn	
Montenarello,	Renee	
Montgomery,	Catrina	M
Moreno,	Deborah	Lynn
Morin,	Daniel	
Morris,	Susan	M
Mullen,	Carla	D
Murray,	Michael	A
Nations,	Jessica	
Nehus,	Karen	Ann
Newberry,	Laura	E
Newton,	Roger	Kern
Norton,	Nicole	
Norton,	Sharon	
O'Brien,	Aaron	P
Oglesby,	Sandra	Gaye
Oldfield,	Patricia	M
Otero,	Bibecca	
Packard,	Rochelle	C
Padilla,	Sophie	Marie
Page,	Vivian	
Pagliuca,	Christopher	M
Painter,	Jane	Irene
Panteliodis,	Alexander	Stephen
Parchem,	Colleen	M
Parenti,	Andrew	R
Parker,	Danielle	Leigh
Peake,	Carolyn	
Peavler,	Connie	Sue
Peavler,	Christopher	Scott
Pemberton,	Leah	S
Peregolise,	Sabrina	Delila
Perez	Presmanes,	Silvio
Perez,	Ileana	Carmen
Perry,	Sean	
Perry,	Matthew	
Pham,	Linda	Em
Phillips,	Daniel	Malachi
Pick,	Collin	
Pietsch,	Kevin	R
Pirrello,	Joseph	A
Poff,	Melissa	Stephenie
Polanco,	Kristeen	Patricia
Polatas,	Paige	L
Pontenberg,	Kimberly	Ann

Porter,	Anissia	Renee
Powell,	Timothy	J
Pozzuoli,	Marc	Davide
Prada,	Stefan	
Pratt,	Frederick	Jordan
Ragosta,	David	R
Ram,	Katie	Ann
Ramirez,	Pablo	A
Ramirez,	Rosina	J
Raplere,	Danisha	Louise
Ray,	Shannon	Lynn
Rechtzigel,	Lisa	M
Reeves,	Chris	
Reiling,	Tonya	
Reilly,	Colin	Edward
Reshamwala,	Gaurav	M
Reyes,	Luz	Violeta
Riedl,	Kelly	Ann
Ringuette,	Shaylin	Li
Rios	Cosme,	Sheila
Rivas,	Elisabeth	
Rivers,	Rebekah	Lee
Roberts,	Maya	Addia
Robinson,	Tangela	C
Robinson,	Lyle	
Rodriguez,	Jodi	Lynn
Rodriguez,	Dayana	
Rodriguez,	Jessica	
Rojas,	Mary	Angel
Romanowski,	Kathleen	C
Rondou,	Craig	E
Rosendo,	Sixta	Migdalia
Runyon,	Tracy	Lynn
Sainz,	Rex	Cameron
Sandifer,	Karen	G
Santiago,	Maria	Del
Sarikaya,	Serpi!	
Sawdy,	Ginger	
Schaer,	Nancy	Ann
Schmelzer,	Dorothy	L
Schmidt,	Katlyn	Leigh
Schneider,	Amanda	Dawn
Schuler,	Anthony	R
Schulte,	Lindsay	M
Sexton,	Eric	Wayne
Sharp,	Nathanial	D

Silapheth,	Phetsavanh	
Silvas,	Christina	Lee
Sinkiewicz,	Spencer	Ryan
Smith,	Alicia	Erlynn
Smits,	Haley	J
Snee,	Martin	E
Snyder,	Jeffrey	
Snyder,	Sarah	Virginia
Songhurst,	Stephen	
Sortor,	Stacey	Linn
Souris,	Breana	Christin
Spielberger,	Nicholas	Allen
Stancil,	Brittney	M
Stephens,	Krystal	Ann
Stevens,	Katie	Lynn
Stewart,	Henrietta	
Stewart,	Lauren	Suzanne
Stinedurf,	Chad	C
Stinedurf,	Kimberly	
Straus,	Emily	A
Subianto,	Lisa	
Sullins,	Ashaki	
Swain,	Nicole	Elizabeth
Swann,	Dyan	
Sweeney,	Lori	Beth
Synhorst,	Darin	William
Taft,	Elyse	Kathleen
Talbert,	Teddy	Tyrone
Tankersley,	Jodie	Lynn
Tateishi,	Megan	Melissa
Taub,	Ian	Asher
Taylor,	Warren	R
Taylor,	Riley	Michele
Taylor,	Melinda	L
Taylor,	Katherine	Ann
Teague,	Danielle	
Terranova,	Victoria	
Test,	Jennifer	
Test,	Samuel	
Test,	James	
Test,	Sandra	
Test,	Jacob	
Thomas,	Yvonne	Shauntay
Thompson,	Felicia	M
Thompson,	Stephan	E
Thompson,	Kevin	D

Thorson,	Yvette	
Timko,	Shelley	Kranson
Timko,	Donald	J
Tobin,	Douglas	Scott
Toncelli,	Tracy	Lessard
Townsend,	Meredith	Weiss
Trehan,	Sunjay	D
Turner,	Ackanik	
Turner,	Michelle	L
Ung,	Dung	Anh
Urena-Espinal,	Manuela	
Valencia,	Cindy	Lee
Vallamkondu,	Nagasrinivasulu	
VanBebber,	Austin	Wynn
Vashchuk,	Pavlo	
Vatsar-Fail,	Erika	Liis
Vega,	Giancarlo	
Vega,	Melissa	
Verna,	Andrew	C
Villani,	Tina	Elizabeth
Vincz,	Vicki	Kay
Voytovich,	Vitaliy	
Walker,	Mailani	K
Ward,	Andrew	J
Warren,	Amy	Louise
Watkins,	Celissia	Nicole
Watkins,	Therese	Hageman
Watson,	Rudolph	Wade
Watts,	Nakisha	
Wedekind,	Caryn	E
Weiss,	Michael	
Wellington,	Breanna	Rose
Wells,	Jennifer	J
Wendell,	Cynthia	
Wenzel,	Gregory	C
Wharrie,	Bethany	N
Whitney,	Linde	Marie
Whyte,	Kolleen	Ellen
Wical,	Ronald	Robert
Wikoff,	Lindsay	Elaine
Wilcox-		
Miranda,	Amy	Sue
Wilcoxson,	Cassandra	Fonseca
Wilhelmi,	Nicole	Elizabeth
Wilhelmi,	Courtney	Ann
Williams,	Kenneth	Maurice

Williams,	Sandra	
Wilson,	Miriam	Michelle
Wilson,	Jasmine	Erisha
Windham,	Kerenina	
Wiseman,	Laura	D
Woods,	Destiny	G
Wooten,	Tammy	
Wright,	Brianna	Alexis
Yates,	Ryan	Gene
Yazdani,	Neda	
Yingling,	Daniel	
Young,	Atecia	Tashata
Zavala,	Natalie	Victoria
Zilly,	Anthony	Edward
Zimmerman,	Maryjude	S