

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

In re:

Laser Spine Institute, LLC. ¹	Case No. 2019-CA-2762
CLM Aviation, LLC	Case No. 2019-CA-2764
LSI HoldCo, LLC	Case No. 2019-CA-2765
LSI Management Company, LLC	Case No. 2019-CA-2766
Laser Spine Surgery Center of Arizona, LLC	Case No. 2019-CA-2767
Laser Spine Surgery Center of Cincinnati, LLC	Case No. 2019-CA-2768
Laser Spine Surgery Center of Cleveland, LLC	Case No. 2019-CA-2769
Laser Spine Surgical Center, LLC	Case No. 2019-CA-2770
Laser Spine Surgery Center of Pennsylvania, LLC	Case No. 2019-CA-2771
Laser Spine Surgery Center of St. Louis, LLC	Case No. 2019-CA-2772
Laser Spine Surgery Center of Warwick, LLC	Case No. 2019-CA-2773
Medical Care Management Services, LLC	Case No. 2019-CA-2774
Spine DME Solutions, LLC	Case No. 2019-CA-2775
Total Spine Care, LLC	Case No. 2019-CA-2776
Laser Spine Institute Consulting, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

**ASSIGNEE'S REPLY TO RESPONSE AND OBJECTION
OF MICHAEL W. PERRY, M.D., EFO HOLDINGS, L.P.,
EGO GENPAR, INC., AND EFO LASER SPINE INSTITUTE, LTS., TO
ASSIGNEE'S MOTION FOR ENTRY OF ORDER AUTHORIZING AND DIRECTING
HOLLAND AND KNIGHT LLP TO TURN OVER ASSIGNOR CLIENT FILES**

¹ On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC.

Soneet Kapila, as assignee (“**Assignee**”) for the benefit of the creditors of the Assignors² (defined below), by and through his undersigned attorneys, hereby files this reply (the “**Reply**”) the response and objection (the “**EFO Objection**”) to the Assignee’s *Motion for Entry of Order Authorizing and directing Holland and Knight LLP to Turn Over Assignor Client Files* (the “**Motion for Turnover**”) filed by Michael W. Perry, M.D., EFO Holdings, L.P., EFO Genpar, Inc., and EFO Laser Spine Institute, Ltd. (collectively, the “**EFO Parties**”). In reply to the EFO Objection, the Assignee states as follows:

The Motion for Turnover and the EFO Objection

1. The Assignee filed the Motion for Turnover to obtain possession of the Bailey Client Files³ held by H&K, the Assignors’ former counsel in the Bailey Lawsuit. As explained in the Motion for Turnover, the Assignee, as the successor-in-interest to the Assignors’ rights to the Bailey Client Files, is entitled to obtain this information, which is relevant to various matters that the Assignee is evaluating in order to comply with his obligations on behalf of the Assignor. Under the co-client exception to the attorney-client privilege, the former co-defendants of the Assignors in the Bailey Lawsuit have no lawful basis to object to the Assignee’s receipt of the Bailey Client Files.

2. In the EFO Objection, the EFO Parties argue that the Assignee should not be afforded access to the Bailey Client Files for two main reasons. First, the EFO Parties theorize that because the attorney that represented the plaintiffs in the Bailey Lawsuit (the “**Bailey Plaintiffs**”)

² The Assignors comprise Laser Spine Institute, LLC; LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC

³ Capitalized terms not otherwise defined in this Reply shall have the meaning ascribed to them in the Motion for Turnover.

now also represents the Assignee as special counsel, allowing the Assignee access to the Bailey Client Files would be an impermissible waiver of their attorney-client privilege. Second, the EFO Parties assume (incorrectly) that the Assignee only needs access to the Bailey Client Files to aid its investigation in a potential legal malpractice claim against H&K, arguing that because legal malpractice claims are generally not assignable the Assignee does not need access to the H&K files. Neither argument can impede the Assignee’s rights to the Bailey Client Files.

A. The Assignee is Entitled to the Bailey Client Files, Regardless of His Special Counsel’s Role

3. The EFO Objection asserts that the Assignee is not entitled to the Bailey Client Files because his court-approved special counsel—Pillsbury Winthrop Shaw Pittman LLP (“Pillsbury”)—also represented the Bailey Plaintiffs in the Bailey Lawsuit.

4. As an initial matter, any concerns related to Pillsbury’s access to the Bailey Client Files does not bear on the *Assignee’s* right to obtain the information. Indeed, the EFO Parties do not seem to seriously dispute the fact that the Assignee, as successor-in-interest to the Assignors, is entitled to the Bailey Client Files. Rather, the EFO Parties’ argument is directed at whether the Assignee is entitled to share the Bailey Client Files with Pillsbury, his special counsel engaged to investigate (among other things) potential legal malpractice claims against H&K. These are two entirely separate matters.

5. The EFO Parties also grossly mischaracterize the “ongoing” nature of the Bailey Lawsuit. The litigation concluded with a \$360 million judgment entered in July of 2019 in favor of the Bailey Plaintiffs against the EFO Parties, LSI, and the other defendants.⁴ All appellate avenues have been exhausted. All that remains is the Bailey Plaintiffs’ post-judgment collection efforts against the EFO Parties and Defendant St. Louis. Thus, the suggestion that the Bailey

⁴ The judgment amount against Defendant Michael Perry, M.D. was a lesser amount.

Plaintiffs could gain some litigation advantage if Pillsbury gains access to the Bailey Client Files is disingenuous. The litigation has long since concluded.

6. To the extent the EFO Parties are arguing that information in the Bailey Client Files might have relevance to the Bailey Plaintiffs' collection efforts, that argument strains credulity. Discovery in the Bailey Lawsuit concluded in the spring of 2010, and the trial began in July 2010 and concluded in May of 2011. The initial Order on Non-Jury Trial was issued in October of 2012. The only financial data that was produced in discovery in the Bailey Lawsuit was produced only by LSI: the EFO Parties and Defendants St. Louis and Perry produced no financial or net worth discovery. And, even if they had produced such information—and they did not—any financial information provided to H&K is surely stale at this point, nearly ten years later. After the initial Order on Non-Jury Trial was issued, there were two separate appeals, with only a brief period on remand before the trial court. While the two appeals were pending, between 2013 and 2018, no discovery was conducted and any discussions or work product would have related solely to the issues on appeal, on a closed record. And, notably, none of the issues on appeal related to the validity, production, or accuracy of the financial data of LSI, which was stipulated to by LSI at trial. This explains why the EFO Parties provide no reasonable explanation as to how any information contained in the Bailey Client Files could aid the Bailey Plaintiffs in their collection efforts.

7. Further, as a legal matter, Florida law provides that the attorney-client privilege is waived in instances such as this, where “[a] communication is relevant to an issue of breach of duty by the lawyer to the client or by the client to the lawyer, arising from the lawyer-client relationship.” Fla. Stat. § 90.502(4)(c). Although no Florida case law appears on point, courts in other jurisdictions have applied similar exceptions (the “breach of duty exception”) in cases of

joint representation where one client pursues a claim for legal malpractice against a common lawyer. *See, e.g., Newsome v. Lawson*, 286 F. Supp. 3d 657, 665 (D. Del. 2017); *Anten v. Superior Court*, 233 Cal. App. 4th 1254, 1260, 183 Cal. Rptr. 3d 422, 427 (2015).

8. The privilege is also waived when two co-clients become adverse to each other. *See Fla. Stat. § 90.502(e)* (stating the attorney-client privilege is waived when “[a] communication is relevant to a matter of common interest between two or more clients, or their successors in interest, if the communication was made by any of them to a lawyer retained or consulted in common when offered in a civil action between the clients or their successors in interest”). As discussed below, the Assignee believes the Bailey Client Files could have information relevant to the Assignee’s lawsuits against the former officers and directors of the Assignors (which include one of the EFO Parties) and fraudulent transfer recipients.

9. The EFO Parties’ reliance on *In re Fundamental Long Term Care, Inc.*, 515 B.R. 857, 860 (Bankr. M.D. Fla. 2014) (“*Fundamental IP*”) ignores the full context of the decision. In *Fundamental II* the court ruled that the trustee *could* use the subject co-client documents at trial, finding that the subsequent adverse litigation exception prevented application of the attorney-client privilege. *See id.* at 861–62. The court, in its prior opinion (discussed in detail by the Assignee in the Motion for Turnover), held that the trustee was entitled to access privileged documents relating to the joint representation, but that disclosure of the documents would be prohibited. *See In re Fundamental Long Term Care, Inc.*, 489 B.R. 451, 476 (Bankr. M.D. Fla. 2013) (“*Fundamental P*”). Later, in *Fundamental II*, the court permitted disclosure of the documents at trial based on the subsequent adverse litigation exception.

10. At this juncture, however, the Assignee is not seeking to use the documents at trial. The Assignee is merely seeking access to the Bailey Client Files—the Assignors’ own files—to

investigate potential claims against H&K and to review for any helpful information relevant to the Assignee's lawsuits against the Assignor's former officers and directors and fraudulent transfer recipients.

11. The Assignee is entitled to access the Bailey Client Files and to share such files with his special counsel, Pillsbury. Under the breach of duty exception, the documents are not privileged. The Assignee maintains that sharing such documents with Pillsbury does not amount to a disclosure of the Bailey Client Files such that any privileges are destroyed. However, Pillsbury has agreed to entry of an order providing that Pillsbury (a) is prohibited from using any documents the Assignee receives from H&K in its collection efforts against the EFO Parties (again, not that this information would be remotely relevant in any event), and (b) is prohibited from disclosing any documents the Assignee receives from H&K to the Bailey Plaintiffs or any other party in a manner that would destroy and applicable privileges. These protections should assuage any issues raised by the EFO Parties that allowing Pillsbury access to the documents amounts to disclosure of the documents to the Bailey Plaintiffs.

12. The co-client exception to the attorney-client privilege applies regardless of whether both parties are present when the communication is made. *Transmark, USA, Inc. v. State Dept. of Ins.*, 631 So. 2d 1112, 1116-17 (Fla. 1st DCA 1994). The purpose of the co-client exception is to: (1) prevent unjustifiable inequality in access to information necessary to fairly resolve disputes that arise between parties who were in the past joint clients; and (2) discourage abuses of fiduciary obligations and to encourage parties to honor any legal duties they had to share information related to common interests. *Sky Valley Ltd. P'ship v. ATX Sky Valley, Ltd.*, 150 F.R.D. 648, 653 (N.D. Cal. 1993). Courts are—regardless of the factors or test they employ—primarily concerned with evaluating whether the party seeking to invoke the co-client exception had an

objectively reasonable belief (under all of the circumstances) that it was a client. *FDIC v. Ogden Corp.*, 202 F.3d 454, 461–63 (1st Cir. 2000).

13. Here, the EFO Parties, co-clients with LSI, have no basis to bar access the production of any of the materials between LSI and H&K, or where LSI alone is seeking or receiving legal advice.

14. The Restatement recognizes that each client has the power to waive the privilege for that client's own communications with the joint lawyer:

[I]n the absence of an agreement with co-clients to the contrary, each co-client may waive the privilege with respect to that co-client's own communications with the lawyer, so long as the communication relates only to the communicating and waiving client.

Restatement (Third) of Law Governing Lawyers § 75 cmt. e (2000). The client (LSI here) has the power to waive his own communications with the lawyer. There is no reason to give the other jointly represented clients any veto power over that client's power to control his own communications with the lawyer. If a document contains the client's own communications (over which the client has sole power) and other communications over which the client does not have sole power, and the matters contained therein are privileged, then the latter information can be redacted, but not withheld wholesale.

15. Nevertheless, if privileged communications exist relating solely to the EFO Parties—none of which have been identified to date—those communications should be segregated and withheld or redacted where the EFO Parties alone (and not the Assignor) are seeking legal advice.⁵ Those documents could then be placed on a privilege log and be subject to an *in camera* review if necessary.

⁵ Notably however, individuals related to the EFO Parties were directors of LSI. As such, if the EFO Parties believe that such privileged communications exist between the EFO Parties and H&K (apart from LSI) the EFO Parties should

16. The prospect of potential EFO Parties' privileged communications, without any further specification, cannot act as a blanket bar to the production of the Assignors' own client files to the Assignee.

B. The Assignors' Legal Malpractice Claims Were Assigned to the Assignee Through the Assignment for the Benefit of Creditors

17. The EFO Parties also argue that legal malpractice claims are not assignable in Florida, the Assignee has no ability to pursue H&K for any such claims, and therefore the Assignee's request to obtain the Bailey Client Files is moot. This line of reasoning, however, is replete with mistaken assumptions and faulty premises.

18. First, although the Assignee does seek the Bailey Client Files to aid his investigation of potential claims against H&K, that is not the only reason for seeking access to the files. The Assignee has already filed lawsuits against the Assignors' former officers and directors (which includes one of the EFO Parties) in addition to claims against recipients of fraudulent transfers. Indeed, the Assignee's complaint in those action alleges that the Bailey Litigation—and the risk of a massive judgment against LSI—may have been an impetus for the 2015 dividend recapitalization and resulting fraudulent transfers. The Assignee believes that discussions or information exchanged between LSI and H&K during of the Bailey Lawsuit could be helpful to the Assignee's officer and director litigation and fraudulent transfer litigation.

19. Second, the EFO Parties' argument that the Assignors' legal malpractice claims were not assigned to the Assignee in the assignment for the benefit of creditors cases has absolutely no merit. In the EFO Objection, the EFO Parties cite two cases for their claim that legal malpractice claims are not assignable: *Cowan Liebowitz & Latman, P.C. v. Kaplan*, 902 So. 2d 755 (Fla. 2005)

also be required to demonstrate that the individuals seeking advice were doing so was on behalf of themselves and not in their capacity as directors of LSI, the Assignor.

and *Law Office of David J. Stern, P.A. v. Sec. Nat. Servicing Corp.*, 969 So. 2d 962 (Fla. 2007). Neither of these cases hold that legal malpractice claims are not assigned in assignment for the benefit of creditors cases, and in any event, a legislative amendment in 2007—which was enacted specifically to address potential broad readings of *Kaplan*—clarifies that legal malpractice claims are assigned to the assignee in assignment for the benefit of creditors cases.

20. In *Kaplan*, an assignee in an assignment for the benefit of creditors case filed a legal malpractice suit against the assignor’s legal counsel for issues related to omissions in a private placement memorandum prepared by the law firm. *See Kaplan*, 902 So. 2d at 757. The Third District Court of Appeal held the assignee, as a fiduciary, was “no different from a trustee in bankruptcy who has full standing to bring a debtor’s legal malpractice claim,” and that because the legal services were not personal in nature but involved publication of information to third parties, the assignee had standing to bring the suit. *See Kaplan v. Cowan Liebowitz & Latman, P.C.*, 832 So. 2d 138, 140 (Fla. 3d DCA 2002).

21. On appeal, the Florida Supreme Court affirmed based on the nature of the legal services provided but chose not to address the District Court of Appeal’s alternative holding based on the assignee’s role as a fiduciary. The Court held:

[W]e approve the district court’s holding that legal malpractice claims involving private placement memoranda may be assigned. Because of our resolution of the case on this issue, we need not address the district court’s alternative holding that the claims may be assigned because an assignee for the benefit of creditors is analogous to a trustee in bankruptcy, who can receive assignments of legal malpractice claims.

Cowan Liebowitz & Latman, P.C. v. Kaplan, 902 So. 2d 755, 761 (Fla. 2005). Notably, Justice Lewis authored a concurring opinion in which he reasoned that simple analysis and application of the assignment for the benefit of creditors statute dictates that legal malpractice claims are assigned to assignees in assignment cases. *See id.* at 762–63.

22. After the Supreme Court’s decision in *Kaplan*, the Florida legislature amended the assignment for the benefit of creditors statute (Chapter 727 of the Florida Statutes) to directly address any doubt caused by the Supreme Court’s unwillingness to hold that legal malpractice claims are not assigned through an assignment for the benefit of creditors. The amended Section 727.108(1) of the Florida Statutes provides that the assignee shall:

Collect and reduce to money the assets of the estate, whether by suit in any court of competent jurisdiction or by public or private sale, including, but not limited to, prosecuting any tort claims or causes of action that were previously held by the assignor, regardless of any generally applicable law concerning the nonassignability of tort claims or causes of action.

Fla. Stat. § 727.108(1) (emphasis added).⁶

23. The statute could not be any clearer: any law prohibiting assignment of tort claims or causes of action is invalidated in assignment for the benefit of creditors cases. If the statutory language leaves any room for doubt, the legislative history makes clear that the amendment was intended specifically to address *Kaplan*. The Senate Staff Analysis and Economic Impact Statement on the bill (S.B. 2118) states that the bill: “clarifies that causes of action are assets within an assignor’s estate. Moreover, the [bill] clarifies that these causes of action may be assigned by the assignor to the assignee even if other law provides that they are not assignable. Under existing case law, some tort claims are not assignable.” Florida Staff Analysis, S.B. 2118, 4/19/2007. The analysis then cites directly to *Cowan Liebowitz and Latman, P.C., v. Kaplan*, 902 So. 2d 755 (Fla. 2005) and *Forgione v. Dennis Pirtle Agency, Inc.*, 701 So. 2d 557, 559 (Fla. 1997).

24. The EFO Parties’ reliance on the *Stern* case is misplaced. See *Law Office of David J. Stern, P.A. v. Sec. Nat. Servicing Corp.*, 969 So. 2d 962 (Fla. 2007). *Stern* dealt with whether a loan servicer, as an assignee of a loan, had standing to bring a legal malpractice case against an

⁶ The underlined language was added through the 2007 amendment.

attorney who initiated a foreclosure action on behalf of a prior holder of the loan. *Id.* at 964. The case in no way involves an assignment for the benefit of creditors proceeding and does not address or interpret the amendment to Section 727.108(1) discussed above. Put simply, *Stern* has no application whatsoever on whether legal malpractice claims are assigned in an assignment for the benefit of creditors.

25. Any legal malpractice claims held by the Assignors—against H&K or any other parties—were assigned to the Assignee when the Assignors initiated the Assignment Cases. Any law providing otherwise is expressly obviated by application of the clear language of Section 727.108(1).

Conclusion

26. The Assignee has demonstrated a need and an entitlement to access to the H&K Files in order to evaluate potential legal claims and pursue existing claims. As more fully detailed in the Motion for Turnover and herein, the EFO Parties' efforts to wholesale block production of LSI's own files is improper and should be rejected. To the extent that any materials include their privileged information alone, those documents can be identified and listed on a privilege log and, if necessary, an *in camera* inspection can be had if the parties do not agree. As noted above, none of the information contained in the H&K files could be remotely relevant to the ongoing collection efforts against the judgment debtors, but to ameliorate any concerns, Pillsbury will agree that its review of any of the information will not be used in the Bailey Lawsuit post-judgment proceedings.

For reasons set forth above, the Motion for Turnover should be granted and the EFO Objection should be overruled.

DATED: April 27, 2020

/s/ Edward J. Peterson

Edward J. Peterson (FBN 0014612)

Matthew B. Hale (FBN 0110600)

Stichter, Riedel, Blain & Postler, P.A.

110 E. Madison Street, Suite 200

Tampa, Florida 33602

Telephone: (813) 229-0144

Facsimile: (813) 229-1811

Email: epeterson@srbp.com; mhale@srbp.com

Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on this 27th day of April, 2020 by the Court's electronic system to all parties receiving electronic service, and by either U.S. mail or electronic mail to the parties listed on the attached Limited Notice Parties list.

/s/ Edward J. Peterson _____
Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

January 14, 2020

Assignors and Assignor's Counsel: (via the Court's electronic servicing system)

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
Laser Spine Institute, 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
c/o Nicole Greensblatt, Esq.
Kirkland & Ellis, LLP
601 Lexington Avenue
New York, NY 10022
Email: ngreenblatt@kirkland.com

Assignee and Assignee's Counsel (via the Court's electronic servicing system)

Soneet Kapila
c/o Stichter Riedel, Blain & Postler, P.A.
Attn: Edward J. Peterson, Esq.
110 E. Madison Street, Suite 200
Tampa, Florida 33602

Soneet Kapila
c/o Genovese Joblove & Battista, P.A.
Attn: Greg Garno, Esq. and Paul Battista, Esq.
100 Southeast Second Street, Suite 4400
Miami, Florida 33131
Email: pbattista@gjb-law.com, ggarno@gjb-law.com

Soneet Kapila
c/o Roche, McLean & Sbar, P.A.
Attn: Robert Roche, Jonathan Sbar, Andrea Holder
2309 S. MacDill Avenue
Tampa, FL 33629
Email: roche@rmslegal.com, aholder@rmslegal.com, jsbar@rmslegal.com

Secured Creditors:

CarePayment, LLC (MAIL RETURNED)
5300 Meadow Rd., #400
Lake Oswego, OR 97035

Steris Corporation
5960 Heisley Rd.
Mentor, OH 44060
CIT Bank, N.A.
10201 Centurion Pkwy., #400
Jacksonville, FL 32256

Medport Billing, LLC (MAIL RETURNED)
6352 S. Jones Blvd., #400
Las Vegas, NV 89118

U.S. Bank Equipment Finance
1310 Madrid St.
Marshall, MN 56258

Maricopa County Treasurer
c/o Peter Muthig, Esq.
222 N. Central Ave., #1100
Phoenix, AZ 85004
Email: muthigk@maco.maricopa.gov

Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)

Highwoods Realty Limited Partnership
c/o Eric E. Ludin, Esq.
Tucker & Ludin, P.A.
5235 16th Street North
St. Petersburg, FL 33703-2611
Email: ludin@tuckerludin.com; erin@ludinlaw.com

Terry and Sherry Legg
c/o Colling Gilbert Wright & Carter, LLC
801 N. Orange Avenue, Ste. 830
Orlando, FL 32801
Email: JGilbert@TheFloridaFirm.com; RGilbert@TheFloridaFirm.com;
CertificateofService@TheFloridaFirm.com

Joe Bailey; Mark Miller; Ted Suhl; Laserscopic Spinal Centers of America, Inc.; Laserscopic Medical Clinic, LLC; Laserscopic Surgery Center of Florida, LLC; Laserscopic Diagnostic Imaging; Laserscopic Spinal Center of Florida, LLC; and Tim Langford
c/o Gunster, Yoakley & Stewart, P.A.
401 E. Jackson Street, Ste 2500
Tampa, FL 33602
Email: wschifino@gunster.com (primary)
kmather@gunster.com (primary)
jbennett@gunster.com (primary)
cwarder@gunster.com (secondary)
tkennedy@gunster.com (secondary)

Deanna Ali
c/o Jessica Crane, Esq.
Crane Law, P.A.
13555 Automobile Blvd., Ste 560
Clearwater, FL 33762
Email: Jessica@CraneLaw.com

Heather Emby
c/o Jessica Crane, Esq.
Crane Law, P.A.
13555 Automobile Blvd., Ste 560
Clearwater, FL 33762
Email: Jessica@CraneLaw.com

Deanna Ali
c/o Kwall Barack Nadeau PLLC
304 S. Belcher Rd. Ste C
Clearwater, FL 33765
Email: rbarack@employeeights.com
mnadeau@employeeights.com
Jackie@employeeights.com

Heather Emby
c/o Kwall Barack Nadeau PLLC
304 S. Belcher Rd. Ste C
Clearwater, FL 33765
Email: rbarack@employeeights.com
mnadeau@employeeights.com
Jackie@employeeights.com

Texas Capital Bank, N.A.
c/o Trenam Kemker
101 E. Kennedy Blvd., Ste 2700
Tampa, FL 33602
Primary Email: slieb@trenam.com
Secondary Email: mмосbach@trenam.com
Tertiary Email: dmedina@trenam.com

DBF-LSI, LLC
c/o Michael C. Markham, Esq.
401 E. Jackson Street, Suite 3100
Tampa, Florida 33602
Email: mikem@jpfirm.com; minervag@jpfirm.com

Shirley and John Langston
c/o Donald J. Schutz, Esq.
535 Central Avenue
St. Petersburg, Florida 33701
Email: donschutz@netscape.net; don@lawus.com

Jared W. Headley
c/o Cameron M. Kennedy, Esq.
Searcy Denney Scarola, et al
517 North Calhoun Street
Tallahassee, Florida 32301
Email: kennedyteam@searcylaw.com; cmk@searcylaw.com

Deanna E. Ali
c/o Brandon J. Hill, Esq.
Wenzel Fenton Cabassa P.A.
1110 N. Florida Avenue, Suite 300
Tampa, Florida 33602
Email: bhill@wfclaw.com; twells@wfclaw.com

MedPro Group
c/o Jeffery Warren, Esq. and Adam Alpert, Esq.
Bush Ross, P.A.
P.O. Box 3913
Tampa, FL 33601-3913
Email: jwarren@bushross.com; aalpert@bushross.com;
[mlinares@bushross.com](mailto:mлинаres@bushross.com); ksprehn@bushross.com

Cosgrove Enterprises, Inc.
c/o Walters Levine Lozano & Degrave
601 Bayshore Blvd., Ste 720
Tampa, Florida 33606
Email: hdegrave@walterslevine.com; jduncan@walterslevine.com

Cherish Collins
c/o Heather N. Barnes, Esq.
The Yerrid Law Firm
101 E. Kennedy Boulevard, Suite 3910
Tampa, FL 33602
Email: hbarnes@yerridlaw.com; evento@yerridlaw.com

Timothy Farley and Marilyn Farley
c/o Heather N. Barnes, Esq.
The Yerrid Law Firm
101 E. Kennedy Boulevard, Suite 3910
Tampa, FL 33602
Email: hbarnes@yerridlaw.com; evento@yerridlaw.com

Holland & Knight, LLP
c/o W. Keith Fendrick, Esq.
Post Office Box 1288
Tampa, Florida 33601-1288
Email: keith.fendrick@hkclaw.com; andrea.olson@hkclaw.com

Kenneth Winkler
c/o William E. Hahn, Esq.
310 S. Fielding Ave.
Tampa, FL 33606
Email: bill@whahn-law.com; Kelly@whahn-law.com

Ray Monteleone
c/o Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Bank of America Plaza, Suite 3700
Tampa, Florida 33601-2231
dennis.waggoner@hwlaw.com; julie.mcdaniel@hwlaw.com; patrick.mosley@hwlaw.com;
tricia.elam@hwlaw.com; ghill@hwlaw.com; jessica.simpson@hwlaw.com

William Horne and WH, LLC
c/o Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Bank of America Plaza, Suite 3700
Tampa, Florida 33601-2231
dennis.waggoner@hwhlaw.com; julie.mcdaniel@hwhlaw.com; patrick.mosley@hwhlaw.com;
tricia.elam@hwhlaw.com; ghill@hwhlaw.com; jessica.simpson@hwhlaw.com

Jonna Lemeiux
Law Offices of Scott M. Miller
Cambridge Square
1920 Boothe Circle, Suite 100
Longwood, Florida 32750
service@scottmillerlawoffice.com; amy@scottmillerlawoffice.com

Robert Kimble, Administrator and Personal Rep of
Estate of Sharon Kimble
c/o Luis Martinez – Monfort
400 North Ashely Drive, Suite 1100
Tampa Florida 33602
Primary Email: lmmonfort@gbmmlaw.com; litigation@gbmmlaw.com

Weiss Family Management, LLLP
c/o V. Stephen Cohen, Esq.
100 North Tampa Street, Suite 1900
Tampa, FL 33602
Primary: scohen@bajocuva.com; lheckman@bajocuva.com

Michael C. Weiss, D.O. **(via USPS mail)**
Independent Orthopedics, P.A.,
3225 South Macdill Avenue
STE 129-348
Tampa, FL 33629
Cell: (954) 494-7995
Cell: (954) 328-9441
Email: spinedoc@me.com; partyplans2@aol.com

Robert P. Grammen
William P. Esping
James S. St. Louis, D.O.
Michael W. Perry
M.D., MMPerry Holdings, LLLC
EFO Holdings, L.P.,
EFO Genpar, Inc.
EFO Laser Spine Institute, Ltd.
BERGER SINGERMAN LLP
350 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301
Email: drt@bergersingerman.com; jwertman@bergersingerman.com;
guso@bergersingerman.com; fsellers@bergersingerman.com

Cystal and Leonard Tinelli
c/o Donald J. Schutz, Esq.
535 Central Avenue
St. Petersburg, Florida 33701
Email: donschutz@netscape.net; don@lawus.com

Dr. James St. Louis
c/o Herbert Donica, Esq.
Donica Law Firm, P.A.
307 South Boulevard, Suite D
Tampa, FL 33606
Email: herb@donicalaw.com

Jonathan Lewis
c/o Peter A. Siddiqui, Esq.
Katten Muchin Rosenman
525 West Monroe Street
Chicago, IL 60661-3693
Email: peter.siddiqui@kattenlaw.com

Robert P. Grammen
William P. Esping
Michael W. Perry, M.D.
MMPerry Holdings, LLLC
EFO Holdings, L.P.
EFO Genpar, Inc.
EFO Laser Spine Institute, Ltd.
c/o Samuel J. Capuano
BERGER SINGERMAN LLP
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Email: Primary: drt@bergersingerman.com; scapuano@bergersingerman.com;
fsellers@bergersingerman.com