

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,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

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## EXHIBIT B

**ASSIGNEE'S MOTION FOR BOTH PRELIMINARY AND  
PERMANENT INJUNCTION AGAINST JOHN AND SHIRLEY  
LANGSTONS' CLAIMS AGAINST THE FORMER MANAGERS OF THE ASSIGNORS**

**IN THE CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION**

SHIRLEY LANGSTON AND  
JOHN LANGSTON  
Plaintiffs,

v.

Case No. 17-CA-10423 Div. B

LASER SPINE INSTITUTE, LLC,  
A Florida Limited Liability Company,  
DR. THOMAS L. FRANCAVILLA, M.D.,  
Defendants.

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**PLAINTIFF'S AMENDED MOTION FOR LEAVE TO FILE SECOND  
AMENDED AND SUPPLEMENTAL COMPLAINT AND JURY DEMAND**

The Plaintiffs, Shirley Langston and John Langston by and through undersigned counsel, now move for leave to file the attached Second Amended and Supplemental Complaint, and states as follows;

1. This began as a medical malpractice case.
2. The case is not at issue, and only limited discovery has been completed. The depositions of Defendant Dr. Francavilla and Dr. Jed Weber, the surgeon who did the final surgery at LSI were taken. Only two hours of the deposition of Plaintiff Shirley Langston has been taken, after which the deposition was continued. The parties have also exchanged documents and answered interrogatories.
3. In March of 2019, Defendant Laser Spine Institute, LLC ("LSI") filed a Petition for Assignment of Benefit of Creditors, Circuit Court of Hillsborough County Case No. 19-CA-002762, together with multiple petitions of its affiliates (the "ABC"). Langston filed a Motion to Determine Self-Insurance Compliance in the ABC, and on August 12, 2019, the Court entered an

order granting said motion in part, and denying it in part, stating, “The Assignee has found no evidence that any letters of credit or escrow accounts were ever established in connection with any self-insurance programs.” This establishes that both Dr. Francavilla, through LSI, was practicing medicine in violation of Florida’s statutory financial responsibility requirements of Section 458.320, Fla. Stat.

4. In the ABC, the Assignee also initiated a series of lawsuits against managers and members outlining a continuing course of conduct to render LSI insolvent. The last round of lawsuits was filed on November 17, 2019. These lawsuits identified:

- a. The business structure of LSI, which is that LSI is a common Florida manager managed LLC, which is managed by LSI Holdco, LLC, a Delaware LLC authorized to do business in Florida, which in turn is managed by a Board of Managers.
- b. The ABC lawsuits identified the following persons as being on Holdco’s Board of Managers:
  - i. Robert P. Gramman,
  - ii. William E. Horne,
  - iii. Jonathan Lewis,
  - iv. Raymond Monteleone,
  - v. Dr. Michael W. Perry,
  - vi. Dr. James St. Louis Iii,
  - vii. Chris Sullivan,
  - viii. Robert Basham,
  - ix. Edward Debartolo, And

x. William Esping,

5. Before the ABC, the Defendant LSI and the Defendant Dr. Francavilla both filed false sworn answers to interrogatories in this case, falsely claiming that LSI was “self-insured” for \$1,000,000.00. No such self-insurance existed. In fact, LSI and Dr. Francavilla were uninsured for the first \$1,000,000.00 in claims.

6. During this litigation, before the ABC, the Defendants affirmatively concealed the fact that Dr. Francavilla was practicing medicine in violation of law.

7. Shirley Langston began treatment in LSI in February 2016, so the earliest any four year statute of limitations for non-medical torts could run is February 2020. For any medical malpractice claims, the four-year statute of repose in Section 95.11, Fla. Stat., also would run no earlier than February 2020. This motion together with the attached proposed Second Amended and Supplemental Complaint is filed January 30, 2020. In *Totura & Co. v. Williams*, 754 So. 2d 671 (Fla. 2000), the Florida Supreme Court ruled that an amended complaint adding parties is timely if the motion for leave to amend is filed before the statute of limitations expires, even if the order granting the motion is entered after the statute of limitation expires. This motion seeks leave to file a Second Amended and Supplemental Complaint that adds both parties and counts. In *Armiger v. Associated Outdoor Clubs, Inc.*, 48 So. 3d 864 (Fla. 2d DCA 2010), the Court ruled that the issue of whether an amended complaint relates back is whether the original pleading gives fair notice of the general fact situation out of which the claim or defense arises. Here, all counts arise out of the general fact situation pled in the original complaint, although at the time, and during the course of the proceedings, it was not discovered

that Dr. Francavilla had been uninsured until at the earliest March of 2019, which was not confirmed until the Court order of August 12, 2019.

8. However, the hazard presented to the Plaintiffs is that, if this motion is not granted, the Defendants may contend that any subsequently filed motion is too late, that four-year statutes of limitation and/or repose have expired. Article 1, Section 21, of the Florida Constitution provides that litigants have a right of access to courts. For Fla.R.Civ.P. 1.190 to be interpreted in a manner consistent with Article 1, Section 21, of the Florida Constitution, the Court should permit this amendment as Defendants have the opportunity to litigate any issues on motions to dismiss under Fla.R.Civ.P. 1.140. Granting this motion allows the Plaintiffs access to Courts within the meaning of Article 1, Section 21, of the Florida Constitution, while preserving the right of any Defendant to seek dismissal. Florida law is well established that an amendment such as this should be permitted unless the Defendants will be prejudiced, the amendment would be futile, or the privilege to amend has been abused, *Bill Williams Air Conditioning & Heating, Inc. v. Haymarket Coop. Bank*, 592 So. 2d 302 (Fla. 1st DCA 1991). There is obviously no prejudice, the counts are all well pled and based on Florida law, and there has been only one prior amended complaint. As to the previous amended complaint, the Defendants moved to dismiss two counts, the motion was denied, and instead of answering the Defendants moved to stay, moved for summary judgment, and never did answer the counts. Accordingly,

9. The pending First Amended Complaint is in three counts: Count One, Negligent Retention, Count Two, Rescission of Informed Consent, and Count Three, medical negligence (malpractice). The proposed Second Amended and Supplemental Complaint as to the current defendants:

- a. Drops the negligent retention count, and:
- b. Pleads the medical malpractice count as Count 1;
- c. Restates the rescission count as Count 2, reframing the basis of the fraud as a failure to disclose that Dr. Francavilla was practicing medicine while violating Florida's financial responsibility requirement of Chapter 458, Fla. Stat.;
- d. Adds a battery count by incorporating by reference the fraud in the inducement count, and based on the fact that any informed consent is rescinded pleading a battery count. Battery is not a medical negligence count.
- e. Separates the loss of consortium counts to plead separate loss of consortium claims on a per count basis. This is to avoid a situation where the Court dismisses one of the primary tort claims, and thereby renders the loss of consortium claims subject to dismissal and/or repleading due to the incorporation of a dismissed count.

10. In addition to reframing the counts as to these Defendants, the Second Amended and Supplemental Complaint to add four counts each to new Defendants on facts revealed by the Assignee's litigation in the ABC that justify piercing the corporate (limited liability company) veil and hold the Board of Managers personally liable for damages to Shirley Langston. The Second Amended and Supplemental Complaint restates verbatim allegations of lawsuits filed against the Board of Managers, and pleads four counts of direct liability against each member of Holdco's Board of Managers: medical malpractice, battery, loss of consortium for medical malpractice, and loss of consortium for battery.

11. The Second Amended and Supplemental Complaint does not include counts against members of the LLC who were not also on the Board of Managers.

12. Piercing the corporate veil (limited liability company). In Florida, there is not a cause of action to pierce the corporate veil. "Piercing a corporate veil is not itself a cause of action any more than the doctrine of respondeat superior is." *Turner Murphy Co. v. Specialty Constructors*, 659 So. 2d 1242, 1245 (Fla. 1st DCA 1995). The *Turner Murphy Co.* holding is that the action remains the cause of action pled against the defendant, with liability imposed on the defendants claiming veil protection through the doctrine of piercing of the corporate veil. Instead, the cause of action remains as a cause of action, such as medical malpractice or battery, and imposes direct liability on other parties under the doctrine. For this reason, the Plaintiffs are bringing in the veil piercing Defendants to assure that all discovery, depositions, and judicial rulings will be binding on all defendants.

"When the conception of corporate entity is employed to defraud creditors, to evade an existing obligation, to circumvent a statute, to achieve or perpetuate monopoly, or to protect knavery or crime, the courts will draw aside the web of entity ... and will do real justice between real persons." (quoting *Barnes v. Liebig*, 146 Fla. 219, 238, 1 So. 2d 247, 254 (1941)).

### **The Defendant Laser Spine Institute, LLC, Caused the Complexity of this Matter**

The complexity of the Second Amended and Supplemental Complaint was caused by a labyrinthine LLC structure Laser Spine Institute, LLC. Accordingly, the Defendants who are directly liable under the veil piercing doctrine are appropriately added to this litigation at this time to avoid a situation where all of the discovery taken as to the original Defendants must be re-done at a later date when additional defendants are sued.

In Florida, piercing the limited liability company veil of liability protection is a statutory standard, and each individual count contains the following allegations that each individual Defendant:

a. Was a manager on Holdco's Board of Managers and as a result of that position was a manager and/or de facto manager for LSI and MCMS until his resignation (each count inserts the date of resignation);

b. By taking the foregoing action, [Defendant] directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians' compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and [Defendant] should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and MCMS, constituted breaches of, and a failure to perform



duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and

ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Esping pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;

ii. Commit a tortious act in this state; and

iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

The foregoing states a cause of action for piercing the corporate veil as the actions of the Board of Managers in causing LSI and its physician employees to practice medicine in violation of Florida law without minimum financial responsibility requirements is wanton and willful disregard of human rights and property.

13. Rescission based on Fraud. In Florida, fraud exists where the representing party displays a reckless disregard of the truth, *Parker v. State Bd. of Regents ex rel. FSU*, 724 So. 2d 163 (Fla. 1st DCA 1998). Also, concealment of a material fact is the equivalent to a false representation, *Nourachi v. First Am. Title Ins. Co.*, 44 So. 3d 602 (Fla. 5th DCA 2010). Dr.

Francavilla affirmed to the Florida Board of Medicine that he had read Chapter 458, he falsely represented in his 2016 application that he was in compliance with the financial responsibility requirements, and he did not disclose the fact that he was practicing medicine in violation of Chapter 458 to Shirley Langston.

In theory, the difference between misfeasance and nonfeasance, action and inaction is quite simple and obvious; however, in practice it is not always easy to draw the line and determine whether conduct is active or passive. That is, where failure to disclose a material fact is calculated to induce a false belief, the distinction between concealment and affirmative representations is tenuous. Both proceed from the same motives and are attended with the same consequences; both are violative of the principles of fair dealing and good faith; both are calculated to produce the same result; and, in fact, both essentially have the same effect. *Johnson v. Davis*, 480 So. 2d 625, 628 (Fla. 1985).

There is no medical standard to commit fraud. The battery claim is completely unrelated to the delivery of medical care. Just as the sexual assault during a medical examination in *Burke v. Snyder*, 899 So. 2d 336 (Fla. 4th DCA 2005) was determined to not arise from medical negligence, the reckless misrepresentations of Dr. Francavilla in falsely claiming to the Board of Medicine to be in compliance with Chapter 458, and practicing medicine without financial responsibility requirements, and the subsequent nondisclosure of Dr. Francavilla's statutory violations, are not medical negligence and are not part of the rendering of care. No physician can opine that it is acceptable to practice medicine in violation of Chapter 458, or that there is some medical standard of care for whether or not Dr. Francavilla should know if he is insured. Dr. Francavilla's failure to disclose to Shirley Langston that he was practicing medicine while violating Florida's financial responsibility requirements is fraud through reckless nondisclosure of material facts, and there is no medical standard of care on how a physician may commit fraud on patients. "The Florida Supreme Court has stated that "publication in the Laws of Florida or

the Florida Statutes gives all citizens constructive notice of the consequences of their actions." *Rollinson v. State*, 743 So. 2d 585, 589 (Fla. 4th DCA 1999). Simply stated, a physician has a duty to know what the laws governing his practice of medicine are, and he does not have the discretion to violate those laws. In this case, he affirmed that he had read Chapter 458. Dr. Francavilla had a duty to know if he was in violation of law, and his affirmative claims and nondisclosure of his lack of insurance constitutes actionable fraud.

14. Battery. Performing medical procedures without consent is battery. The battery count is not based on negligent informed consent, but the fact that the informed consent statements were induced through fraud based on a non-disclosure of the lack of compliance with mandatory financial responsibility requirements. Due to the fraudulent inducement, any consent is null and void. Shirley Langston did not consent to surgery by an uninsured physician, and did not authorize any surgery by Dr. Francavilla for that reason. This is not negligence, instead, it is an absence of consent.

The requirement for such medical expert testimony in cases based on a claim of absence of informed consent, *Bowers v. Talmage*, 159 So. 2d 888 (Fla. 3d DCA 1963); *Ditlow v. Kaplan*, 181 So. 2d 226, 228 (Fla. 3d DCA 1966); *Thomas v. Berrios*, 348 So. 2d 905, 908 (Fla. 2d DCA 1977); section 768.46(3) and (3)(a)1, Florida Statutes (1977), is not applicable in a case based on a claim of want of consent (as distinguished from a claim of absence of informed consent), or for an operation claimed to have been performed contrary to the patient's instructions. *Gouveia v. Phillips*, 823 So. 2d 215, 226 (Fla. 4th DCA 2002).

The battery count alleges that any informed consent was induced through fraudulent non-disclosure and are null and void, and therefore, all surgeries were without consent and constituted a battery. *Meretsky v. Ellenby*, 370 So. 2d 1222 (Fla. 3d DCA 1979).

Pleading Issues. In *Frugoli v. Winn-Dixie Stores, Inc.*, 464 So.2d 1292 (Fla. 1<sup>st</sup> DCA 1985), the Court states “First, the complaint was drafted in such a manner that each succeeding count incorporated by reference not only the paragraphs contained in the complaint's preliminary allegations but also all of the paragraphs contained in each of the preceding counts. That type of pleading practice is improper.” *Id.*, at 1293. There is nothing improper about realleging discrete paragraphs, but instead, the improper pleading practice is where entire counts are realleged.

The complaints which preceded the "Third Amended Complaint" were drafted in such a manner that each succeeding count incorporated by reference not only the paragraphs contained in the complaint's preliminary allegations but also all of the paragraphs contained in each of the preceding counts. Such is improper. By the time the beleaguered reader gets to the fifth count, he is having to cope with presumably five causes of action asserted in one count. This practice is an unnecessary hindrance to trial courts' efforts to determine the facial validity of the various causes being asserted and serves only to confuse and delay. *Chaires v. N. Fla. Nat'l Bank*, 432 So. 2d 183, 185 (Fla. 1<sup>st</sup> DCA 1983).

It is possible to redraft the Second Amended and Supplemental Complaint without realleging prior discrete paragraphs, but doing so will result in a complaint that will be approximately 400 pages in length. The Plaintiffs have chosen to present this Second Amended and Supplemental Complaint by realleging specific discrete paragraphs. By doing this, the overall length of the pleading is as reasonable as can be given the pleading complexity caused by LSI and its Board of Managers through its labyrinthine corporate structure, and the pleading is more reasonable than would be if all paragraphs were realleged in full since that would require a comparison of lengthy counts to see if allegations were precisely mirrored. There is no prohibition in realleging discrete factual paragraphs, only counts, and the Second Amended and Supplemental Complaint does not reallege counts within counts.

**Separate Lawsuit:** Due to the fact that the statute of limitations for some claims and/or the statute repose for the medical malpractice claims may arguably expire in February to March of 2020, and since the earliest available hearing date for the Court and Defendant's counsel is April 7, 2020, and since Shirley Langston was initially treated in March of 2016, on January 31, 2020, in an abundance of caution, Plaintiffs:

- a) Filed a separate lawsuit mirroring this lawsuit on the battery counts only, excluding the medical malpractice counts, in the Circuit Court of Hillsborough County, Florida;
- b) Served Chapter 766 Notices of Intent with medical releases, affidavit, and medical records, on all Defendants other than LSI and Dr. Francavilla; and
- c) Filed a Petition for a 90 day extension of the statute of limitations.

**Conclusion:** The Board of Managers of LSI Holdco, LLC, which was in turn the manager of Laser Spine Institute, spun a web of LLCs designed to defraud patients and creditors, strip the assets of Laser Spine Institute, and leave injured patients without the statutorily required malpractice insurance. The ABC Assignee has divulged through public litigation the classic basis to pierce the veil that traditionally shields individuals from corporate liability. Here, the Board of Managers made a decision to practice medicine without malpractice insurance or other statutorily authorized protection. This was not self-insurance, as both Dr. Francavilla and Laser Spine Institute, LLC, falsely swore under oath in answers to interrogatories. Instead, while knowing it was in dire financial difficulty engaged in existential litigation, Laser Spine Institute, LLC decided to go without the statutory financial responsibility requirements and have its

physicians practice medicine without insurance and thereby circumvent statutory requirements. This is a classic basis to pierce the corporate veil.

For these reasons, the Plaintiff is entitled to the leave of court to file this Second Amended and Supplemental Complaint. To the extent that any pleading issues are raised that may be corrected through amendment, such issues are more properly raised on a motion to dismiss.

**Wherefore;** Plaintiffs' move this Court to grant leave to file the attached Second Amended and Supplemental Counterclaim.

**CERTIFICATE OF SERVICE:** I hereby certify that a copy of the foregoing has been efiled and service will be made through the Court's efling service on all participants this 31 day of January, 2020.

Respectfully submitted,  
/s/Donald J. Schutz  
Donald J. Schutz, Esq.  
Fla Bar No. 382701  
535 Central Avenue  
St. Petersburg, FL 33701  
727-823-3222/727-895-3222 Telefax  
donschutz@netscape.net (Secondary)  
don@lawus.com (Primary)  
Attorney for Plaintiffs

**IN THE CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION**

SHIRLEY LANGSTON AND  
JOHN LANGSTON

Plaintiffs,

v.

Case No. 17-CA-10423 Div. B

LASER SPINE INSTITUTE, LLC,  
A Florida Limited Liability Company,  
DR. THOMAS L. FRANCAVILLA, M.D.,  
LSI HOLDCO, LLC, a  
Delaware Limited Liability Company authorized to  
do Business in Florida,  
MEDICAL CARE MANAGEMENT SERVICES, LLC,  
A Delaware Limited Liability Company authorized to  
do Business in Florida,  
ROBERT P. GRAMMEN,  
WILLIAM E. HORNE,  
JONATHAN LEWIS,  
RAYMOND MONTELEONE,  
DR. MICHAEL W. PERRY,  
DR. JAMES ST. LOUIS III,  
CHRIS SULLIVAN,  
ROBERT BASHAM,  
EDWARD DEBARTOLO, and  
WILLIAM ESPING, and  
HORNE MANAGEMENT, LLC.  
A Florida Limited Liability Company,  
f/k/a Horne Management, Inc.,  
A Florida Corporation,  
Defendants.

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**SECOND AMENDED AND SUPPLEMENTAL COMPLAINT  
AND JURY DEMAND**

The Plaintiffs, Shirley Langston and John Langston now sue the Defendants Laser Spine Institute, Inc., (“LSI”), Dr. Thomas L. Francavilla, M.D. (“Francavilla” or “Dr. Francavilla”), LSI Holdco, LLC, a Delaware Limited Liability Company authorized to do business in Florida



(“Holdco”), Medical Care Management Services, LLC, a Delaware Limited Liability Company authorized to do business in Florida (“MCMS”), Robert P. Grammen (“Grammen”) William E. Horne (“Horne”), Jonathan Lewis (“Lewis”), Raymond Monteleone (“Monteleone”), Dr. Michael W. Perry (“Perry”) Dr. James St. Louis III (“St. Louis”), Chris Sullivan (“Sullivan”), Robert Basham (“Basham”), Edward Debartolo (“Debartolo”), and William Esping (“Esping”), (the Defendants Grammen, Horne, Lewis, Monteleone, Perry, St. Louis, Sullivan, Basham, Debartolo, and Esping are collectively referred to as the “Managers”) and Horne Management, LLC, a Florida limited liability company, f/k/a Horne Management, Inc., a Florida corporation; and states:

1. At all material times hereto, Shirley Langston and John Langston were and are residents of Pinellas County, Florida and were and are legally married.

2. LSI is a Florida Limited Liability Company, that from a period beginning prior to January 1, 2016, and continuing through March of 2019 did business under the trademarked name, “Laser Spine Institute” with its principal place of business in Hillsborough County, Florida. On November 23, 2004, LSI was designed to be a manager-managed LLC but from 2014 through March of 2019 did not disclose on public records with the Florida Department of State the identity of its manager in public records. During this period, LSI disclosed only its member, Holdco. On information and belief, at all material times hereto:

- a. Holdco was the manager of LSI; or in the alternative;
- b. Holdco’s Board of Managers was the manager of LSI; or in the alternative;
- c. Holdco was *de facto* member managed, and Holdco as member managed LSI.

3. Dr. Francavilla is a physician, practicing in the area of neurological surgery, and claimed to be licensed to practice medicine in the State of Florida from at least March 18, 2014, through January 31, 2018, under Florida license no. ME 119140.

4. Dr. Francavilla is as of January 1, 2020, practicing medicine in Louisiana and is not licensed to practice medicine in Florida as of January 1, 2020.

5. All conditions precedent to the filing of this action have been performed or have occurred.

**Count One: Medical Malpractice Against Defendant Dr. Francavilla**

6. This is an action by Shirley Langston against Dr. Francavilla for medical malpractice alleging the breach of the prevailing standard of professional care by Dr. Francavilla in providing medical treatment to Shirley Langston. The Plaintiff seeks damages in excess of \$30,000.00, and demands a jury trial.

7. Plaintiff realleges Paragraphs 1-5.

8. Beginning on or about February 3, 2016, Shirley Langston contacted LSI for medical treatment and:

a. On February 22, 2016, LSI, through its employee physicians and health care workers, treated Shirley Langston with a Lumbar Diagnostic Selective Nerve Root Block.

b. On March 1, 2016, Defendant Dr. Francavilla, provided medical care and treatment to Shirley Langston through a Left C6/7 Laminotomy Foraminotomy decompression of the nerve root and other treatments.

c. On March 7, 2016, Dr. Francavilla, provided medical care and treatment to Shirley Langston through a Left L5/S1 laminotomy foraminotomy decompression of the nerve root and a bilateral L4/L5 Right L5/S1 destruction via thermal ablation of the paravertebral facet joint nerve.

d. On March 7, 2016, during the surgical procedure conducted by Dr. Francavilla, a durotomy was encountered, and Dr. Francavilla placed a product called “DuraSeal” and/or other dura repair material over the durotomy site.

e. On March 8, 2016, Dr. Francavilla performed a procedure on Shirley Langston by placing “Durepair” and/or other dura repair material over the suture line of the dura repair, and placed a Jackson Pratt drain in the surgical bed.

f. On March 8, 2016, LSI transferred Shirley Langston to Community Hospital in Tampa for observation under care of other physicians.

9. By virtue of the foregoing, a physician-patient relationship was entered between Dr. Francavilla, as physician, and Shirley, as patient.

10. Dr. Francavilla had the duty to comply with the prevailing standard of professional care in treating Shirley Langston.

11. Beginning in February 2016, and continuing through March of 2016, in treating Shirley Langston, Dr. Francavilla was required to comply with the prevailing professional standard of care for physicians practicing in the field of neurological surgery.

12. Dr. Francavilla failed to provide to Shirley Langston the medical care that a reasonably prudent physician would provide, and was negligent in providing medical treatment for Shirley Langston and thereby breached the prevailing standard of professional care in providing medical treatment to Shirley Langston and breached his duty to Shirley Langston.

13. The injuries described hereinafter sustained by Shirley Langston were not within the necessary or reasonably foreseeable results of the surgical procedures performed by Dr. Francavilla if the surgeries had been carried out in accordance with the prevailing professional standard of care by a reasonably prudent similar health care provider, as follows:

a. After an “incidental durotomy” on March 7, 2016, Shirley Langston was sent home instead of being placed on in-patient care;

b. Dr. Francavilla applied a substance, “Duraseal,” or other dura repair material which was excessive and resulted in pressure on the sacral spinal roots.

c. Although the excess Duraseal or other dura repair material was ultimately removed by another surgeon on March 10, 2016, the placement of the excess Duraseal or other dura repair material that created immediate pressure on the cauda equina directly resulted in the bowel and urinary incontinence (nerve root injury) and associated pain, suffering, and injury.

14. As a proximate cause of the foregoing breach of the professional standard of care by Dr. Francavilla in treating Shirley Langston, Shirley Langston suffered legally cognizable damages caused by the Defendant’s breach in excess of \$30,000.00 in an amount to be determined at trial, including general, special, incidental and consequential damages incurred, or to be incurred, by Plaintiff as the direct and proximate result of the Defendant’s aforesaid actions. These include, but are not limited to, permanent loss of bodily functions relating to incontinence, physical pain and suffering, the need to undergo additional surgery, scar tissue and scarring that results in complications of future surgeries, both past and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and future; the need to

undergo multiple surgeries, permanent personal injury, wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances.

15. Prior to the filing of this action, Plaintiff fully complied including compliance with all pre-suit requirements of Chapter 766, Florida Statutes, including but not limited to, the completion of the presuit investigation required by Sec. 766.203, Fla. Stat., and the service of a Notice of Intent to initiate medical negligence litigation with corroboration by way of affidavit of a qualified expert pursuant to Sec. 766.106, Fla.Stat. All conditions precedent to the filing of this action have been performed or have occurred.

**Wherefore;** Plaintiff Shirley Langston prays that the Court award Plaintiff judgment against Defendant Dr. Francavilla in such sums as shall be determined to fully and fairly compensate Plaintiff for all general, special, incidental and consequential damages incurred, or to be incurred, by Plaintiff as the direct and proximate result of the Defendant Dr. Francavilla's actions as aforesaid stated, including, but not limited to, compensation for permanent impairment of bodily functions including functions relating to incontinence, scarring that results in difficulty in future surgeries, physical pain and suffering, both past and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and future; wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances; together with costs incurred in prosecuting this action; and such other and further relief as it deems necessary and proper in the circumstances.

**Count Two: Fraudulent Inducement Seeking Rescission of Informed Consent Against  
Defendant Dr. Francavilla**

16. This is an action by Shirley Langston against Dr. Francavilla for fraudulent inducement seeking rescission of written and oral informed consent statements as set forth hereinafter.

17. The Plaintiff realleges and incorporates herein Paragraphs 1-5.

18. Beginning on or about February 3, 2016, Shirley Langston contacted LSI for medical treatment and:

a. On February 22, 2016, LSI, through its employee physicians and health care workers, was treated through a Lumbar Diagnostic Selective Nerve Root Block.

b. On March 1, 2016, Defendant Dr. Francavilla provided medical care and treatment to Shirley Langston through a Left C6/7 Laminotomy Foraminotomy decompression of the nerve root and other treatments. Defendant LSI obtained a written Informed Consent statement signed by Shirley Langston (hereinafter, the “March 1 Informed Consent,” Exhibit A). Dr. Francavilla also documented in a Physician Operative Report dated March 1, 2016, signed by Dr. Francavilla, wherein Dr. Francavilla states, “[w]e went through the risks . . . [a]ll of her questions were answered. She would like to go forth with this,” (Exhibit B, the March 1 Operative Report).

c. On March 7, 2016, Dr. Francavilla provided medical care and treatment to Shirley Langston through a Left L5/S1 laminotomy foraminotomy decompression of the nerve root and a bilateral L4/L5 Right L5/S1 destruction via thermal ablation of the paravertebral facet joint nerve. The Defendant LSI obtained a written Informed Consent statement signed by Shirley Langston (hereinafter, the “March 7 Informed Consent”, Exhibit C ). Dr. Francavilla also documented in a

Physician Operative Report dated March 7, 2016, signed by Dr. Francavilla, wherein Dr. Francavilla states, “[w]e went through the risks, benefits, and alternatives to a laminotomy and foraminotomy with decompression of the nerve root here. She had a procedure performed by myself last week and she is doing well from that. She is aware of the risks,” (Exhibit D, the March 7 Operative Report).

d. On March 7, 2016, during the surgical procedure conducted by Dr. Francavilla, a durotomy was encountered, and Dr. Francavilla placed a product called “DuraSeal” over the durotomy site and/or other dura repair material and performed other medical procedures related to the durotomy.

e. On March 8, 2016, Dr. Francavilla performed a procedure on Shirley Langston by placing “durarepair” material over the suture line of the dura repair, and placed a Jackson Pratt drain in the surgical bed. The Defendant LSI obtained a written Informed Consent statement signed by Shirley Langston (hereinafter, the “March 8 Informed Consent”, Exhibit E ). There is no March 8, 2016 Operative Report documenting separate oral statements.

f. On March 8, 2016, LSI transferred Shirley Langston to Community Hospital in Tampa for observation under care of other physicians.

19. Pursuant to the physician-patient relationship Dr. Francavilla assumed a position of trust and confidence with Shirley Langston, and knew that Shirley Langston was relying on Dr. Francavilla’s presentation of himself as a properly licensed physician to allow Dr. Francavilla to provide medical treatment to Shirley Langston.

20. Dr. Francavilla accepted his role as physician with Shirley Langston as patient, and thereby accepted the obligation to fully inform Shirley Langston as to whether Dr. Francavilla was practicing medicine in compliance with all laws of Florida governing his practice of medicine.

21. Dr. Francavilla had the duty to know whether or not he was in compliance with Florida's financial responsibility requirements of Chapter 458, Fla. Stat., and affirmatively represented to the Florida Board of Medicine that he had read Chapter 458, Fla. Stat. in his 2014 license application, Exhibit F ("Francavilla's 2014 Application").

22. Florida law requires all licensed physicians, including Dr. Francavilla, to comply with Chapter 458, Fla. Stat., ("Chapter 458), and specifically § 458.320, Fla. Stat., "Financial Responsibility."

23. Dr. Francavilla treated Shirley Langston in an ambulatory surgical center licensed under Chapter 395, Fla. Stat., and therefore Dr. Francavilla was required to maintain one of the following minimum financial responsibility requirements as stated in § 458.320 (2), Fla. Stat.:

(a) Establishing and maintaining an escrow account consisting of cash or assets eligible for deposit in an amount not less than \$250,000 per claim, with a minimum annual aggregate of not less than \$750,000;

(b) Obtaining and maintaining professional liability coverage in an amount not less than \$250,000 per claim, with a minimum annual aggregate of not less than \$750,000, with various alternatives as set forth in the statute, including "through a plan of self-insurance as provided in s. 627.357, or through a plan of self-insurance which meets the conditions specified for satisfying financial responsibility in s. 766.110;" or



(c) Obtaining and maintaining an unexpired irrevocable letter of credit, established pursuant to chapter 675, in an amount not less than \$250,000 per claim, with a minimum aggregate availability of credit of not less than \$750,000.

24. Before December 1, 2015, LSI had terminated whatever means of complying with the aforesaid statutory minimum requirements of Chapter 458 it had been relying on, and by January 2016 when Dr. Francavilla obtained his 2016 Florida medical license through March 31, 2016 when Dr. Francavilla was treating Shirley Langston, Dr. Francavilla was practicing medicine while not in compliance with the financial responsibility requirements of Chapter 458, Fla. Stat.

25. In 2014, when Dr. Francavilla applied for licensure in Florida, Dr. Francavilla represented to the Florida Board of Medicine that he was not practicing medicine in Florida. At that time, Dr. Francavilla represented to the State of Florida that “I state that I have read Chapters . . . 458,” and “[i]f there are any changes to my status or any change that would affect any of my answers to this application I must notify the board [Florida Board of Health] within 30 days,” as set forth in Dr. Francavilla’s 2014 Application.

26. Sometime before January 2016, Dr. Francavilla began practicing medicine in Florida as an employee of LSI, and upon beginning the practice of medicine in Florida Dr. Francavilla did not notify the Florida Board of Medicine of his employment by LSI during the period before January 2016 or the fact that he was practicing medicine in violation of the financial responsibility requirements of Chapter 458. By failing to notify the Florida Board of Medicine as required by his 2014 Application and medical license, Dr. Francavilla violated the terms of his pre-2016 purported licensure.

27. When Dr. Francavilla began treating Shirley Langston in February-March of 2016, he was practicing medicine in Florida while failing to be in compliance with the financial responsibility requirements of Chapter 458, Fla. Stat.

28. By at least February 24, 2016, Dr. Francavilla knew or should have known that he would be sued for medical malpractice or reported to the Board of Medicine and was therefore on notice to review his medical malpractice insurance, as follows, relating to a different patient, “B.M.”:

a. On December 9, 2015, Dr. Francavilla, while employed with LSI, recommended that a patient, B.M., undergo a right laminotomy and foraminotomy at the L4-5 level.

b. On December 11, 2015, Dr. Francavilla, while employed at LSI, performed the procedure one level below at an incorrect site.

c. On February 24, 2016, Dr. Francavilla performed a second right laminotomy and foraminotomy at the correct site.

d. Dr. Francavilla reasonably knew that the patient B.M. would make a malpractice or licensure claim, and at that time was on notice to confirm the status of his compliance with Florida’s financial responsibility requirements under Chapter 458.

e. Due to the actions of operating on patient B.M. at the wrong site, Dr. Francavilla was named as a Respondent in an Administrative Complaint, Case No. 2017-00849, State of Florida Department of Health.

29. When Dr. Francavilla renewed his Florida medical license in January 2016, Dr. Francavilla falsely represented to the State of Florida Board of Medicine that he was in compliance with the financial responsibility requirements of Chapter 458, the Florida Board of Medicine relied

on said false representations and was induced to issue a license, and Dr. Francavilla thereby obtained his medical license effective January 9, 2016 through false representations. At no time from January 9, 2016 through the cessation of business of LSI in March of 2019 did Dr. Francavilla notify the Florida Board of Medicine that he was practicing medicine in violation of Chapter 458 through the failure to comply with the financial responsibility requirements of Chapter 458 or that he had obtained his 2016 medical license through false representations. The aforesaid false representations of Dr. Francavilla in obtaining his January 9, 2016 license were made by Dr. Francavilla and at the time Dr. Francavilla made the false statements Dr. Francavilla knew the representations were false when made, or in the alternative, Dr. Francavilla made the false representations with reckless indifference or disregard to its truth or falsity. A copy of the 2016 application is attached as Exhibit G (“Dr. Francavilla’s 2016 Application”).

30. By reason of the foregoing, Dr. Francavilla obtained his 2016 Florida medical license through fraud based on representations in reckless disregard of the truth.

31. During the period January 9, 2016 through the date of expiration of his Florida medical license, January 31, 2018:

- a. Dr. Francavilla knew, or in the alternative, Dr. Francavilla should have known but for his reckless disregard for the truth, that he was not in compliance with Chapter 458 financial responsibility requirements; and
- b. There is no applicable medical standard of care for the commission of fraud through representations made in reckless disregard of the truth, and there is no presuit investigation requirements under Chapter 766 for fraud through representations made in reckless disregard of the truth.

32. At the time Dr. Francavilla performed surgery on Shirley Langston in March of 2016, and in obtaining the March 1 Informed Consent, any oral consent as documented in the March 1 Operative Report, the March 7 Informed Consent, any oral consent as documented in the March 7 Operative Report and the March 8 Informed Consent, Dr. Francavilla did not disclose to Shirley Langston the following material facts:

a. That he was not in compliance with Chapter 458 and that he was practicing medicine without the statutorily required financial responsibility requirements of Chapter 458, Fla. Stat.; and

b. That he obtained his 2016 medical license through false affirmations in reckless disregard for the truth, by falsely representing to the Florida Board of Medicine that he was in compliance with Chapter 458.

33. In 2016, Dr. Francavilla had the duty to know whether or not he was in compliance with the financial responsibility requirements of Chapter 458, and he had the duty to disclose to Shirley Langston that he was not in compliance with the financial responsibility requirements of Chapter 458. By assuming the role of a physician and the role of trust and confidence, Dr. Francavilla had the duty to inform Shirley Langston that he was not in compliance with the financial responsibility requirements of Chapter 458, Fla. Stat. as a material fact relating to Shirley Langston's consent to allow Dr. Francavilla to proceed with surgery.

34. Section 458.320 (5) (f) (7) provides that physicians who claim eligibility to practice medicine without malpractice insurance must post a sign that includes the phrase, "YOUR DOCTOR MEETS THESE REQUIREMENTS AND HAS DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE." No such sign was posted by Dr. Francavilla or

provided to Shirley Langston. Although Dr. Francavilla did not meet the eligibility requirement to practice medicine without compliance with the financial responsibility requirements of Chapter 458, Chapter 458 imposes an affirmative duty on physicians who practice medicine without malpractice insurance to disclose this to their patients. Dr. Francavilla did not post any such sign or otherwise notify Shirley Langston that Dr. Francavilla was practicing medicine without malpractice insurance or other means of compliance with the financial responsibility requirements of Chapter 458.

35. Dr. Francavilla was not in compliance with the financial responsibility requirements of Chapter 458, Fla. Stat. at any time during 2016 while he performed surgery on Shirley Langston.

36. Dr. Francavilla made the aforesaid omissions of material facts to Shirley Langston, for the purpose of inducing Shirley Langston to sign and/or enter the Informed Consent Agreements and any oral consents given directly to Dr. Francavilla. Shirley Langston relied on the aforesaid material omission of facts, and as a result thereof, Shirley Langston was induced to execute the March 1 Informed Consent, the March 7 Informed Consent, and the March 8 Informed Consent through Dr. Francavilla's reckless disregard and indifference for the truth.

37. Any oral consent that Dr. Francavilla claims was received from Shirley Langston, including any oral consent referred to in the March 1 Operative Report and/or the March 7 Operative Report was also induced by the foregoing omissions of material facts that induced Shirley Langston to give whatever oral consent Dr. Francavilla claims through Dr. Francavilla's reckless disregard for the truth.

38. To the extent that Shirley Langston received any benefits through Dr. Francavilla's medical treatments, Shirley Langston cannot undo or reverse said medical treatments and any purported requirement to restore benefits to any Defendant is inapplicable.

39. Dr. Francavilla's non-disclosure of his violation of the financial requirements of Chapter 458, Fla. Stat., to Shirley Langston constituted a fraudulent concealment of a material fact which was equivalent to a false representation.

40. Dr. Francavilla had superior knowledge regarding Dr. Francavilla's compliance with Chapter 458 than did Shirley Langston and there was no reasonable means for Shirley Langston to independently determine whether or not Dr. Francavilla was in compliance with Chapter 458 because Dr. Francavilla made false representations on his 2016 renewal falsely claiming that he was in compliance.

41. Shirley Langston was entitled to reasonably rely on Dr. Francavilla for Shirley Langston to determine his compliance with Chapter 458 financial responsibility requirements and Shirley Langston did not have the duty to independently investigate or verify Dr. Francavilla's compliance with statutory requirements.

42. Shirley Langston has no adequate remedy at law relating to Dr. Francavilla's practice of medicine in violation of Chapter 458, Fla. Stat..

43. By virtue of the foregoing, Dr. Francavilla obtained Shirley Langston's March 1 Informed Consent, the March 7 Informed Consent, and the March 8 Informed Consent, together with any oral consent including but not limited to any oral consent documented in the March 1 Operative Report and the March 7 Operative Report, through fraud, and the same should be declared to be rescinded, void, and of no force and effect.

**Wherefore;** Shirley Langston prays that this Court to determine that the March 1 Informed Consent, March 7 Informed Consent, and March 8 Informed Consent, together with any oral consent including but not limited to any oral consent documented in the March 1 Operative Report and the March 7 Operative Report to have been obtained through fraud, to declare any and all informed consent agreements, whether oral or written, to be null, void, and of no force and effect, and for such other relief as the Court deems appropriate.

**Count Three- Battery- Dr. Francavilla**

44. This is an action by Shirley Langston for battery against Dr. Francavilla.

45. Plaintiff realleges and incorporates herein paragraphs 1-5 and 18-43.

46. When Dr. Francavilla performed all surgeries on Shirley Langston, Dr. Francavilla knew that Shirley Langston did not consent to undergo surgery performed by a surgeon practicing medicine who was not in compliance with of the financial responsibility requirements of Chapter 458.

47. Shirley Langston did not consent to Dr. Francavilla's surgery while Dr. Francavilla was practicing medicine in while not in compliance with the financial responsibility requirements of Chapter 458 and Dr. Francavilla therefore performed surgery on Shirley Langston with no consent from or by Shirley Langston.

48. The foregoing constitutes battery, and as a proximate cause thereof, Shirley Langston has been damaged.

**Wherefore;** Plaintiff Shirley Langston prays that the Court award Plaintiff judgment against Defendant Dr. Francavilla in such sums as shall be determined to fully and fairly compensate Plaintiff for all general, special, incidental and consequential damages

incurred, or to be incurred, by Plaintiff as the direct and proximate result of the Defendant Dr. Francavilla's actions as aforesaid stated, including, but not limited to, compensation for permanent impairment of bodily functions including functions relating to incontinence, scarring that results in difficulty in future surgeries, physical pain and suffering, both past and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and future; wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances; together with costs incurred in prosecuting this action; and such other and further relief as it deems necessary and proper in the circumstances.

**Count Four: Loss of Consortium Against Dr. Francavilla- Medical Malpractice**

49. This is an action for Loss of Consortium by John Langston against Dr. Francavilla. John Langston realleges Paragraphs 1 – 5 and 8-15.

50. John Langston is legally married to Shirley Langston, and was so married during the time of Dr. Francavilla's treatment and Shirley Langston and John Langston continue to be married.

51. John Langston and Shirley Langston were at all times and are living together as husband and wife and were and are dependent upon each other for support and services.

52. That as a result of the wrongful and negligent acts of the Defendant Dr. Francavilla, the Plaintiff John Langston was caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their marital relationship.



53. As a direct and proximate result of the above stated negligence and wrongful acts set forth in all above John Langston has suffered in the past and will continue to suffer in the future the loss of Shirley Langston's services, support, consortium, and the care and comfort of her society.

**Wherefore,** the Plaintiff John Langston demands judgment against the Defendant Dr. Francavilla, plus costs, pre-judgment interest, post judgment interest, and any other costs this court deems appropriate.

**Count Five: Loss of Consortium Against Dr. Francavilla- Battery**

54. This is an action for Loss of Consortium by John Langston against Dr. Francavilla. John Langston realleges Paragraphs 1 – 5, 18-43, and 46-48.

55. John Langston is legally married to Shirley Langston, and was so married during the time of Dr. Francavilla's treatment and Shirley Langston and John Langston continue to be married.

56. John Langston and Shirley Langston were at all times and are living together as husband and wife and were and are dependent upon each other for support and services.

57. That as a result of the wrongful acts of Defendant Dr. Francavilla, the Plaintiff John Langston was caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their marital relationship.

58. As a direct and proximate result of the above stated wrongful acts set forth in all above John Langston has suffered in the past and will continue to suffer in the future the loss of Shirley Langston's services, support, consortium, and the care and comfort of her society.

**Wherefore;** the Plaintiff John Langston demands judgment against the Defendant Dr. Francavilla, plus costs, pre-judgment interest, post judgment interest, and any other costs this court deems appropriate.

**Count Six: Liability of Defendant LSI for Medical Malpractice of Dr. Francavilla**

59. This is an action by Shirley Langston against LSI to impose liability on LSI for the medical malpractice of Dr. Francavilla alleging the breach of the prevailing standard of professional care by Dr. Francavilla in providing medical treatment to Shirley Langston, and alleging liability of LSI through the doctrine of *respondeat superior*. The Plaintiff seeks damages in excess of \$30,000.00, and demands a jury trial.

60. Plaintiff realleges Paragraphs 1-5 and 8-15.

61. Dr. Francavilla entered a written contract for employment with LSI, through MCMS.

62. From 2014 through 2016:

a. MCMS was the alter ego and mere instrumentality of LSI for purposes of employing Dr. Francavilla;

b. MCMS and LSI had interlocking employees and controlling persons creating an alter ego relationship;

c. MCMS was the agent of LSI, with LSI as principal, for purposes of employing Dr. Francavilla as an employee of LSI;

d. LSI was the actual employer of Dr. Francavilla;

e. MCMS was not the actual employer of Dr. Francavilla;

f. All medical services set forth herein were contracted between LSI and Shirley Langston, and all medical services set forth herein were delivered by Dr. Francavilla and other health care professionals as employees of LSI;

g. MCMS did not provide medical services to Shirley Langston;

h. The legal structure of MCMS was not legitimately established as a separate employment entity but was merely the alter ego of LSI;

i. On March 18, 2018, in this case, LSI filed an affidavit of Alan Campbell stating that LSI, “employs licensed health care providers such as Medical Doctors and Physicians licensed under Chapter 458” Exhibit H; and

j. LSI was at all times material hereto was the employer and/or the *de facto* employer of Dr. Francavilla.

63. The Defendant LSI is liable for all damages sustained by Ms. Langston under the doctrine of *respondeat superior*.

**Wherefore;** Plaintiff Shirley Langston prays that the Court award Plaintiff judgment against Defendant LSI in such sums as shall be determined to fully and fairly compensate Plaintiff for all general, special, incidental and consequential damages incurred, or to be incurred, by Plaintiff as the direct and proximate result of the actions as aforesaid stated, including, but not limited to, compensation for permanent impairment of bodily functions including functions relating to incontinence, scarring that results in difficulty in future surgeries, physical pain and suffering, both past and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and

future; wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances; together with costs incurred in prosecuting this action; and such other and further relief as it deems necessary and proper in the circumstances.

**Count Seven: Fraudulent Inducement Seeking Rescission of Informed Consent  
Against Defendant LSI**

64. This is an action by Shirley Langston against LSI for fraudulent inducement seeking rescission of informed consent agreements as set forth hereinafter.

65. The Plaintiff realleges and incorporates herein Paragraphs 1-5, 18-43, and 61-63.

66. All actions of Dr. Francavilla were taken in his scope of employment, for the business purposes and objectives of LSI, at the request and consent of LSI, and LSI is liable for all damages of Shirley Langston under the doctrine of *respondeat superior*.

67. At all times material hereto:

- a. LSI was a common Florida limited liability company and was not a health care provider as defined in Section 766.202 (4), Fla. Stat., and was not entitled to any form of presuit notice under Chapter 766;
- b. There is no medical standard of care applicable to the commission of fraud, and therefore, there is no Chapter 766 presuit requirement relating to rescission based on fraud;
- c. LSI, through its agents, employees, and representatives, had actual knowledge that Dr. Francavilla was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.; and

- d. LSI, through its agents, employees, and representatives knew that the non-disclosure of that fact to Shirley Langston was an omission of material fact when Shirley Langston was induced to execute the March 1 Informed Consent, the March 7 Informed Consent, and the March 8 Informed Consent together with any oral consent documented in the March 1 Operative Report and the March 7 Operative Report.

68. In addition to Dr. Francavilla, LSI caused additional employees of LSI to induce Shirley Langston to execute the March 1 Informed Consent, the March 7 Informed Consent, and the March 8 Informed Consent, and no other employees of LSI disclosed to Shirley Langston that Dr. Francavilla was practicing medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat.

**Wherefore;** Shirley Langston prays that this Court to determine that the March 1 Informed Consent, March 7 Informed Consent, and March 8 Informed Consent together with any oral consent as documented by the March 1 Operative Report and the March 7 Operative Report to have been obtained through constructive fraud, to declare any and all informed consent agreements, whether oral or written, to be null, void, and of no force and effect, and for such other relief as the Court deems appropriate.

**Count Eight- Liability of Defendant LSI for Battery of Shirley Langston by  
Dr. Francavilla**

69. This is an action by Shirley Langston for battery against LSI.

70. Plaintiff realleges and incorporates herein paragraphs 1-5, 18-43, 61-63, and 66-68.

71. Dr. Francavilla knew that Shirley Langston did not consent to undergo surgery performed by a surgeon practicing medicine in violation of the financial responsibility requirements of Chapter 458.

72. Shirley Langston did not consent to Dr. Francavilla's surgery while Dr. Francavilla was practicing medicine in violation of the financial responsibility requirements of Chapter 458 and Dr. Francavilla therefore performed surgery on Shirley Langston without Shirley Langston's consent.

73. The foregoing constitutes battery, and as a proximate cause thereof, Shirley Langston has been damaged.

74. All actions of Dr. Francavilla were taken in his scope of employment, for the business purposes and objectives of LSI, at the request and consent of LSI, and LSI is liable for all damages of Shirley Langston under the doctrine of *respondeat superior*, because:

- a. LSI knew that Dr. Francavilla was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat., and
- b. Before 2016, LSI affirmatively cancelled any insurance or other statutory compliance as required by Chapter 458, Fla. Stat., and falsely claimed to be "self-insured" for \$1,000,000.00, and thereby knowingly participated and caused Dr. Francavilla to practice medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.

**Wherefore;** Plaintiff Shirley Langston prays that the Court award judgment against Defendant LSI in such sums as shall be determined to fully and fairly compensate Plaintiff for all general, special, incidental and consequential damages incurred, or to be incurred,

by Plaintiff as the direct and proximate result of the actions as aforesaid stated, including, but not limited to, compensation for permanent impairment of bodily functions including functions relating to incontinence, scarring that results in difficulty in future surgeries, physical pain and suffering, both past and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and future; wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances; together with costs incurred in prosecuting this action; and such other and further relief as it deems necessary and proper in the circumstances.

**Count Nine: Loss of Consortium Against LSI- Medical Malpractice**

75. This is an action for Loss of Consortium by John Langston against LSI. John Langston realleges Paragraphs 1 – 4, 8-15, 61-63, and 66-68.

76. John Langston is legally married to Shirley Langston, and was so married during the time of Dr. Francavilla's treatment and Shirley Langston and John Langston continue to be married.

77. John Langston and Shirley Langston were at all times are living together as husband and wife and were and are dependent upon each other for support and services.

78. That as a result of the wrongful and negligent acts of the Defendant Dr. Francavilla Plaintiff John Langston was caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their marital relationship.

79. As a direct and proximate result of the above stated wrongful acts set forth in all above John Langston has suffered in the past and will continue to suffer in the future the loss of Shirley Langston's services, support, consortium, and the care and comfort of her society.

80. All actions of Dr. Francavilla were taken in his scope of employment, for the business purposes and objectives of LSI, at the request and consent of LSI, and LSI is liable for all damages of Shirley Langston under the doctrine of *respondeat superior*.

**Wherefore;** the Plaintiff John Langston demands judgment against the Defendant Dr. Francavilla, plus costs, pre-judgment interest, post judgment interest, and any other costs this court deems appropriate.

**Count Ten: Loss of Consortium Against LSI- Battery**

81. This is an action for Loss of Consortium by John Langston against Dr. Francavilla for the battery of Shirley Langston by Dr. Francavilla. John Langston realleges Paragraphs 1-5, 18-43, 61-63, 66-68, and 71-74.

82. John Langston is legally married to Shirley Langston, and was so married during the time of Dr. Francavilla's treatment and Shirley Langston and John Langston continue to be married.

83. John Langston and Shirley Langston were at all times and are living together as husband and wife and were and are dependent upon each other for support and services.

84. That as a result of the wrongful acts of the Defendant Dr. Francavilla, Plaintiff John Langston was caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their marital relationship.



85. As a direct and proximate result of the above stated wrongful acts set forth in all above John Langston has suffered in the past and will continue to suffer in the future the loss of Shirley Langston's services, support, consortium, and the care and comfort of her society.

86. All actions of Dr. Francavilla were taken in his scope of employment, for the business purposes and objectives of LSI, at the request and consent of LSI, and LSI is liable for all damages of Shirley Langston under the doctrine of *respondeat superior*.

**Wherefore**, the Plaintiff John Langston demands judgment against the Defendant LSI, plus costs, pre-judgment interest, post judgment interest, and any other costs this court deems appropriate.

**Count Eleven: Liability of Defendant Holdco for Medical Malpractice of Dr. Francavilla**

87. This is an action by Shirley Langston against Holdco (also, in this Count, "Holdco" or "Defendant") to impose direct liability on Holdco for the liability of LSI and MCMS for the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

88. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, and 66-68.

89. LSI is a Florida limited liability company ("LLC") organized under Chapter 605, Florida Statutes, as a manager managed LLC.

90. LSI Holdco, LLC, is a Delaware Corporation, authorized to do business in Florida, and from May 1, 2017 through at least March 1, 2019, was the manager of Medical Care Management Services, LLC, and from at least April 30, 2013, was the member of LSI. At all times material hereto, Holdco was controlled by a Board of Managers, and from at least January

1, 2016 through the dates of resignations set forth hereinafter, the following Defendants were on Holdco's Board of Managers (collectively, the following Defendants are referred to as the "Board of Managers")":

- a. Robert P. Grammen, an adult resident of Lee County, Florida.
- b. William E. Horne, an adult resident of Pinellas County, Florida.
- c. Jonathan Lewis, an adult resident of Illinois.
- d. Raymond Monteleone, an adult resident of Broward County, Florida.
- e. Dr. Michael W. Perry, an adult resident of Pasco County, Florida.
- f. Dr. James St. Louis III, an adult resident of Pinellas County, Florida.
- g. Chris Sullivan, an adult resident of Hillsborough County, Florida.
- h. Robert Basham, an adult resident of Hillsborough County, Florida.
- i. Edward Debartolo, an adult resident of Hillsborough County, Florida.
- j. William Esping, an adult resident of Texas.

91. Pursuant to § 605.0407, Fla. Stat., a Florida manager managed LLC is managed by a "manager," as that term is defined in § 605.0102 (38), Fla. Stat. and:

- a. Based on published records of LSI with the Florida Department of State, LSI is a Florida limited liability company ("LLC") organized under Chapter 605, Florida Statutes, as a manager managed LLC, and at all material times hereto its manager was Holdco, or in the alternative, the Board of Managers. In the alternative, LSI is a *de facto* or express member-managed LLC managed by its Member, Holdco, which was at all material times managed by Holdco's Board of Managers.
- b. MCMS' managers are identified on the Florida Department of State filings as:

- i. As of March 26, 2016, Horne Management, Inc., a Florida corporation, which is now known as Horne Management, LLC, through articles of conversion dated November 16, 2017;
- ii. As of April 28, 2016, Horne Management, Inc., a Florida corporation, which is now known as Horne Management, LLC, through articles of conversion dated November 16, 2017;
- iii. As of April 28, 2017, Horne Management, Inc., a Florida corporation, which is now known as Horne Management, LLC, through articles of conversion dated November 16, 2017;
- iv. As of May 1, 2017, the MCMS manager was Holdco; and
- v. Holdco is a common Delaware limited liability company and was not a health care provider as defined in Section 766.202 (4), Fla. Stat., and was not entitled to any form of presuit notice under Chapter 766.

92. Holdco is a Delaware limited liability company authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., Holdco was not authorized to engage in any business or exercise any power that a limited liability company may not engage in or exercise in this Florida. Accordingly, Holdco, as manager, was subject to Florida law governing piercing of the LLC veil relating to LLCs authorized to do business in Florida, including Holdco.

93. Holdco's principal place of business was Hillsborough County, Florida.

94. This Court has jurisdiction over Holdco pursuant to § 48.193, Fla. Stat. as this Defendant did:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Committed a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

95. MCMS is a Delaware Limited Liability Company authorized to do business in Florida with its principal place of business in Hillsborough County, Florida.

96. During 2016-March of 2019, Holdco controlled LSI, MCMS, and Horne Management, Inc., as the alter egos and mere instrumentalities of Holdco.

97. During the period January 1, 2016 through March 1, 2019;

- a. the Board of Managers of Holdco were legally prohibited from causing MCMS, Horne Management, LLC, f/k/a Horne Management, Inc., and LSI to cause physicians to practice in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- b. Plaintiffs John and Shirley Langston served a Notice of Intent to Initiate Medical Malpractice Litigation on LSI on or about July 28, 2017;
- c. Holdco knew at that time that LSI and MCMS were not maintaining required financial responsibility alternatives pursuant to Chapter 458, Fla. Stat., and;
- d. With knowledge that LSI and Dr. Francavilla were facing the claims of Shirley Langston and John Langston, Holdco failed to cure said statutory violations.

98. In 2014 – March of 2019, Holdco, through its Board of Managers, had notice of the statutory requirement of Chapter 458 to comply with the financial responsibility requirements of Florida Chapter 458, and Holdco through its Board of Managers, made the decision to:

- a. Sometime prior to January 1, 2016, violate Florida law by cancelling the statutorily required medical malpractice insurance and causing Dr. Francavilla to practice medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- b. Divert the funds necessary to pay for the required statutory financial responsibility compliance for other purposes including distributions to managers and members; and
- c. Cause its physician employees, including Dr. Francavilla, to commit fraud on patients, including Shirley Langston, by performing surgery without disclosing that the physician was practicing medicine without compliance with the statutory financial responsibility requirements of Chapter 458.

99. Plaintiff hereby alleges the following on information and belief:

- a. By 2019, LSI was affiliated with the following entities, (hereinafter collectively referred to as the “Companies”): CLM Aviation, LLC, LSI Holdco, LLC (“Holdco”), 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, LLLC, Total Spine Care, LLC, Laser Spine Institute Consulting, LLC, and Laser Spine Surgery Center of Oklahoma, LLC.

b. In 2005, LSI was formed as a limited liability company organized under the laws of the State of Florida. LSI opened its first surgical facility in Tampa, Florida. At that time, it operated as a single-operating room facility focused on spine related orthopedic procedures.

c. During the succeeding years, LSI, as the parent company, formed a number of wholly owned subsidiaries and began to open additional surgical facilities around the country, including Scottsdale, Arizona (in 2008), Philadelphia, Pennsylvania (in 2009), Oklahoma City, Oklahoma (in 2011), Cleveland, Ohio (in 2014), St. Louis, Missouri (in 2015) and Cincinnati, Ohio (in 2015).

d. At its peak, LSI became a national spine-focused, orthopedic chain performing about 100,000 procedures in facilities in five different states and employing more than 600 individuals.

e. From its inception through early 2015, LSI was by all measures a successful business operation, generating gross revenues in 2010 of approximately \$115 million, which revenues increased year over year through 2014 to approximately \$268 million. Similarly, LSI's EBITDA increased from approximately \$24 million in 2010 to approximately \$77 million in 2014. During these years, the members/owners of LSI received substantial distributions on their membership interests.

f. Notwithstanding its apparent success through 2014, the Companies were facing a number of problems, including financial issues and substantial exposure to damages from a number of lawsuits that had been filed against the Companies.

### **The Bailey Litigation**

g. One such litigation was filed in 2006 by Dr. Joe Samuel Bailey and his related entities, including Laserscopic Spinal Centers of America, Inc. (collectively, "LSE") (the "Bailey Litigation"). In the Bailey Litigation, LSE asserted claims against some of the Companies and others for breach of fiduciary duty, defamation, slander per se, FDUPTA violations, conspiracy and tortious interference.

h. The Bailey Litigation proceeded to a bench trial in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida (the "Court") on the following dates: July 12-23, 2010; September 20-28, 2010; April 29, 2011 and May 9-20, 2011. On October 9, 2012, the Court issued a 131 page memorandum opinion. On November 2, 2012, the Court entered a Final Judgment in favor of the LSE as plaintiff, awarding damages of \$1.6 million (the "Original Judgment"). Thereafter, both sides appealed. Upon information and belief, the Companies recognized that the Bailey Litigation was and would be a significant loss for the Companies that could have potentially catastrophic financial ramifications.

i. On February 3, 2016, the Second District Court of Appeals (the "Second DCA") issued an opinion reversing the Original Judgment and determined that: (1) LSE could obtain a disgorgement of the Companies' profits irrespective of the amount of LSE's actual damages or whether it suffered any financial loss, (2) the Court's factual findings supported an award of punitive damages, and (3) damages should be awarded for the FDUPTA violations because monetary relief could be awarded to business enterprises in addition to consumers. The Second DCA remanded the case back to the trial court and noted, among other things, that the evidence

supported an award of out-of-pocket damages of \$6,831,172 and disgorgement damages in the neighborhood of \$271 million.

j. On remand, the Court entered an Amended Final Judgment on January 30, 2017, adding an award of punitive damages in the amount of \$5,750,000, a FDUPTA damage award of \$1,050,000, and confirming the prior damages award of \$1.6 million.

k. Another appeal ensued and the Second DCA reversed and remanded again, directing the Court to award out-of-pocket damages of \$6,831,172 and holding that the disgorgement damages "at a minimum" are between \$264 million to \$265 million.

l. In December 2012, which was approximately one month after the Original Judgment was entered, Holdco was formed as a new holding company in Delaware. On January 1, 2013, the members of LSI, which was the then existing holding company, entered into a new operating agreement with Holdco and, among other things, transferred all of their membership interests in LSI to Holdco.

m. From and after January 1, 2013, Holdco became the parent holding company and was the sole manager of LSI and the direct and indirect sole manager of the remainder of the Companies. In addition, from and after January 1, 2013, a "Board of Managers" was established at Holdco in order to manage Holdco and indirectly the Companies.

#### **The Dividend Recapitalization, Insolvency and Defaults.**

n. Upon information and belief, LSI admitted that the Companies were experiencing serious deficiencies in and failures of internal controls and accounting procedures during and after 2015. Primarily, LSI needed to write-down approximately \$34 million of accounts receivable for fiscal year 2015 and it had to establish a reserve for bad debt of approximately \$22.5 million for



fiscal year 2015. These write downs and reserves required LSI to restate its financial results for fiscal year 2015. Specifically, LSI's revenue for 2015 was reduced from \$322 million to \$263.5 million and its EBITDA was reduced from \$74.6 million to \$16.1 million for the twelve-month period ending December 31, 2015.

o. LSI later admitted that it had a "dire need of immediate liquidity" in 2015, and that it was facing serious financial issues.

p. After the significant loss in the Bailey Litigation, in 2014, offers were entertained from third parties to purchase equity in the Companies. Ultimately, the managers and members of Companies decided that rather than sell equity in the Companies, the Companies would instead pay dividends to its equity owners. In fact, according to an internal email from one of the managers to several of the other managers in December 2015, the "Board decided that our company was too special to sell. Because several members of the Board wanted to 'take some money off the table' we decided to put some debt on the company through a dividend recap instead of selling a piece of the business."

q. To that end, in the early part of 2015 and despite the existing and impending financial issues facing the Companies, which the Defendant Holdco knew or should have known, the Companies approached Texas Capital Bank, who was their then existing senior secured lender, and proposed to borrow a substantial amount of money in order to make dividend/distribution payments to the owners/members of the Companies.

r. Thereafter, on or about July 2, 2015, certain of the Companies, namely LSI, LSI Management Company, LLC, Laser Spine Institute Consulting, LLC and Medical Care Management Services, LLC (collectively, the "Borrowers") entered into a \$150,000,000 credit

agreement (the “Dividend Loan”) with Texas Capital Bank (the “Lender”). The obligations under the Dividend Loan were guaranteed by Holdco and the remainder of the Companies.

s. In connection with the Dividend Loan, the Companies agreed, among other things, to: (a) maintain certain financial covenants; (b) maintain certain cash balances; and (c) maintain its primary depository, purchasing and treasury services with the Lender. The Dividend Loan was secured and collateralized by substantially all of the assets of the Companies.

t. After the Dividend Loan closed, the Defendant Holdco, along with others, almost immediately authorized, ratified and allowed the distribution of an amount equal to \$110,473,942 of the loan proceeds to the equity holders/members of the Companies (the “Dividend Distributions”).

u. As a direct result of the Dividend Distributions, the Companies became insolvent by tens of millions of dollars.

v. In addition, shortly after the Dividend Distributions were made, the Companies were unable to meet their obligations under the Dividend Loan.

w. By at least the middle of 2016, the Companies had committed several defaults under the Dividend Loan, requiring it to be amended together with a waiver of such defaults from the Lender. On May 26, 2016 and June 9, 2016, the Lender issued notices of default to the Borrowers.

x. In addition, in June 2016, the Companies’ deteriorating financial condition caused them to lay off 70 employees, which was about 6% of their workforce.

y. Thereafter, on November 18, 2016, the Borrowers entered into a Limited Waiver and First Amendment to Dividend Loan with the Lender (the “First Amendment”). Pursuant to the terms of the First Amendment, the Lender listed a total of twenty (20) different defaults that had

occurred and were continuing under the Dividend Loan, which defaults the Lender agreed to waive pursuant to certain terms and conditions contained therein.

z. By at least November 2016, the Defendant Holdco, was or should have been aware that certain claims and causes of action existed in favor of the Companies and others in respect of and to recover the Dividend Distributions from the recipients thereof. In fact, several of the members of the Board of Managers were recipients of the Dividend Distributions and as a result were hopelessly conflicted in respect of pursuing claims against themselves. As a result, in addition to the First Amendment, the Borrowers and the Lender entered into a certain Release Agreement, dated November 18, 2016 (the “Release Agreement”). Pursuant to the terms of the Release Agreement, among other things, the Lender agreed that it “shall not commence, or directly or indirectly cause or instruct others to commence any Action against any one or more of the Investors with respect to any claims arising out of or related to the [Dividend Distributions].”

aa. In addition, on the same date as the First Amendment and Release, the Defendant Holdco caused, enabled and/or allowed certain amendments to be made to the governing corporate documents of Holdco attempting, among things, to specifically exonerate and release recipients of the Dividend Distributions from any liability related to the Dividend Distributions.

The Defendant Holdco knew or should have known that the Dividend Distributions violated applicable law, and that the recipients thereof would be liable for the Dividend Distributions as a result.

bb. Not only did the Defendant Holdco fail to cause the Companies to pursue the Companies’ claims against the recipients of the Dividend Distributions in 2016, the Defendant

Holdco instead knowingly sought, enabled and/or allowed actions to be taken to protect and insulate recipients of the Dividend Distributions from any claims related thereto.

cc. Despite the First Amendment, the Companies' financial condition continued to worsen and deteriorate. In fact, in 2016, the Companies failed to make approximately \$7.7 million in payments due to the landlord for the Companies' Tampa facility. In addition, the Companies were facing new competition and declining medical reimbursements, all of which further contributed to financial deterioration of the Companies, facts which were well known to the Defendant Holdco.

dd. Despite these financial challenges, in 2015-2016, the Companies greatly increased their fixed expenses by adding 3 operational facilities and a multimillion-dollar buildout of its corporate headquarters in Tampa.

ee. Less than one year after the First Amendment, the Borrowers were again in default of the Dividend Loan. Consequently, on September 29, 2017, the Borrowers and the Lender entered into a Limited Waiver and Second Amendment (the "Second Amendment"), which Second Amendment listed seven (7) additional defaults under the Dividend Loan. Pursuant to the terms of the Second Amendment, the Lender agreed to waive such additional defaults on the conditions contained therein.

ff. From and after 2015, the Defendant Holdco continued to participate in and was involved in the mismanagement the Companies' operations and finances, causing further financial deterioration and driving the Companies deeper into insolvency.

gg. Moreover, the Companies implemented in 2014, and continued thereafter, self-insurance programs for employees, doctors, and patients. As a result and after the Companies

became insolvent, the Companies were unable to cover their self-insured retention amounts or pay medical bills, leaving those individuals without any health or malpractice coverage when the Companies closed, resulting in substantial claims against the Companies that should have been covered by insurance.

**Failure to Seek Protection.**

hh. Despite being woefully insolvent, and being in default of the Dividend Loan from and after mid-2016, the Companies failed to engage restructuring professionals in order to assist them in evaluating various restructuring alternatives that the Companies should have investigated and pursued as far back as 2016.

ii. The Companies did not engage restructuring counsel until May 2018. Despite engaging such counsel in May 2018, the Companies then failed to institute any formal bankruptcy or insolvency proceedings for almost one year, all the while the Companies continued to incur debts, which in turn further deepened and increased their insolvency.

**The Fraudulent Transfers.**

jj. In July 2015, the Companies, through the Defendant Holdco engaged in a series of fraudulent transfers (the “Transfers”) in respect of the Dividend Distributions of in excess of \$110 million that are all avoidable and recoverable by Plaintiff under Chapter 726 of the Florida Statutes or under other applicable law, which Transfers caused the Companies to become insolvent.

kk. Pursuant to and as a result of the Dividend Distributions, multiple equity holders received the Transfers.

ll. The Companies did not receive any value, let alone any reasonably equivalent value, in exchange for the Transfers.

mm. At all relevant times herein, as a direct result of the Dividend Loan and Dividend Distributions, the Companies were insolvent, and at a minimum became insolvent as a result of the Dividend Loan and Dividend Distributions.

nn. At all relevant times herein, including at the time the Transfers were made, the Companies were engaged in or were about to engage in a business or a transaction for which the remaining assets of the Companies were unreasonably small in relation to such business or transaction.

oo. At all relevant times herein, including at the time the Transfers were made, the Companies intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due.

100. The Board of Managers of Holdco operated labyrinthine layers of LLCs to shield themselves from the ultimate liability of LSI, including liability caused by LSI's physicians practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat., and on March 14, 2019, caused the filing of a Petition Commencing Assignment for the Benefit of Creditors in the Circuit Court of Hillsborough County, Florida, Case NO. 19-CA-002762, wherein the Court determined that the Assignee therein has "not identified that any letters of credit or escrow accounts were ever established in connection with any self-insurance programs," Exhibit I.

101. By taking the foregoing action, Holdco directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians' compliance with the financial responsibility requirements of Chapter 458, Fla. Stat.,

for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and against Florida residents, including Shirley Langston, through medical licenses obtained through the aforesaid fraudulent conduct and without disclosing the aforesaid non-compliance to the patients, including Shirley Langston.

102. Holdco employed LSI to defraud patients, to illegally divert the money to be paid for compliance with Florida's required financial responsibility requirements of Chapter 458, Fla. Stat., to other uses, to cause LSI's employee physicians, including Dr. Francavilla, to illegally hold themselves out as being in compliance with Florida law when, in fact, they were practicing medicine without statutorily mandated financial responsibility compliance with Chapter 458 at the peril of the public, including Shirley Langston.

103. By taking the foregoing action, the Defendant Holdco rendered LSI insolvent and unable to pay medical malpractice claims including the claim of Shirley Langston.

104. By taking the foregoing action, Holdco utilized LSI and MCMS to mislead patients of LSI's physicians, including Shirley Langston, and to perpetrate a fraud as set forth herein, and to circumvent statutory requirements of Chapter 458, and for these reasons, the legal entity of LSI and MCMS should be ignored and the Defendant Holdco held individually liable for the liabilities of LSI to Plaintiff.

105. Based on the foregoing:

- a. The corporate (limited liability company) veil of LSI and MCMS should be pierced, and Holdco should be determined to be liable for all damages to Plaintiffs caused by Dr. Francavilla, because:
  - i. Holdco's actions, as LLC manager of LSI, through its Board of Managers, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by LSI and MCMS pursuant to § 605.04093 (b) (5), and
  - ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida, and
- b. The corporate veil of Horne Management, Inc., should be pierced, and Holdco should be determined to be liable for all damages to Plaintiffs caused by Dr. Francavilla, because:
  - i. By January 2016, Holdco controlled Horne Management, Inc. as a mere instrumentality as Holdco's agent to cause LSI to evade the financial responsibility requirements of Chapter 458, Fla. Stat.; and
  - ii. Holdco acted as the *de facto* manager of MCMS and exerted complete control over all business operations of LSI and MCMS including the



decision to cause physicians to practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat.

- iii. Holdco's actions, as LLC manager of LSI, through its Board of Managers, and through MCMS and Horne Management, Inc., constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Horne Management, Inc., LSI and MCMS pursuant to § 607.0831 (b) (4).

**Wherefore;** Shirley Langston demands damages against Holdco, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twelve: Liability of Defendant Holdco for Battery of Shirley Langston by Dr. Francavilla**

106. This is an action by Shirley Langston against Holdco to impose direct liability on Holdco for the liability of LSI and MCMS for the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

107. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, and 89-105.

108. Based on the foregoing, the corporate (limited liability company) veil of LSI and MCMS should be pierced, and Holdco should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla.

**Wherefore;** Shirley Langston demands damages against Holdco, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirteen: Loss of Consortium- Medical Malpractice- Holdco**

109. This is an action by John Langston against Holdco to impose direct liability on Holdco for the liability of LSI and MCMS for the loss of consortium claims of John Langston due to the medical malpractice of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

110. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105.

111. Based on the foregoing, the corporate (limited liability company) veil of LSI and MCMS should be pierced, and Holdco should be determined to be liable for all damages to John Langston for the loss of consortium of Shirley Langston caused by Dr. Francavilla.

**Wherefore;** John Langston demands damages against Holdco, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fourteen: Loss of Consortium-Battery-Holdco**

112. This is an action by John Langston against Holdco to impose direct liability on Holdco for the liability of LSI and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

113. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, and 89-105.

114. Based on the foregoing, the corporate (limited liability company) veil of LSI and MCMS should be pierced, and Holdco should be determined to be liable for all damages to John Langston for the loss of consortium of Shirley Langston caused by Dr. Francavilla.

**Wherefore;** John Langston demands damages against Holdco, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifteen: Liability of Defendant Robert P. Grammen for Medical Malpractice of Dr. Francavilla**

115. This is an action by Shirley Langston against Robert P. Grammen (in this Count, “Grammen” or “Defendant”) to impose direct liability on Grammen for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

116. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

117. Defendant Grammen:

- a. Was a manager on Holdco’s Board of Managers and/or *de facto* manager for LSI and MCMS until his resignation on June 6, 2018;
- b. By taking the foregoing action, Grammen directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical

malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and this Defendant should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and

ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over this Defendant pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

**Wherefore;** Shirley Langston demands damages against Grammen, the costs of this action, and such other relief as the Court deems appropriate.

**Count Sixteen: Liability of Defendant Robert P. Grammen for Battery of Shirley Langston by Dr. Francavilla**

118. This is an action by Shirley Langston against Robert P. Grammen (in this Count, “Grammen” or “Defendant”) to impose direct liability on Grammen for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

119. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 117.

**Wherefore;** Shirley Langston demands damages against Grammen, the costs of this action, and such other relief as the Court deems appropriate.

**Count Seventeen: Loss of Consortium- Medical Malpractice- Robert P. Grammen**

120. This is an action by John Langston against Robert P. Grammen (in this Count, “Grammen” or “Defendant”) to impose direct liability on Grammen for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice

by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

121. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 117.

**Wherefore;** John Langston demands damages against Grammen, the costs of this action, and such other relief as the Court deems appropriate.

**Count Eighteen: Loss of Consortium-Battery-Robert P. Grammen**

122. This is an action by John Langston against Robert P. Grammen to impose direct liability on Grammen for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

123. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, 117.

**Wherefore;** John Langston demands damages against Grammen, the costs of this action, and such other relief as the Court deems appropriate.

**Count Nineteen: Liability of Defendant William E. Horne for Medical Malpractice of Dr. Francavilla**

124. This is an action by Shirley Langston against William E. Horne (in this Count, “Horne” or “Defendant”) to impose direct liability on Horne for the liability of Holdco, LSI, and MCMS due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

125. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

126. Defendant Horne:

- a. Was the Chief Executive Officer (“CEO”) for the Companies from their respective inception through November 2016. In addition, Horne acted as Chairman of the Board for the Companies after he resigned as CEO. Finally, from and after January 1, 2013, until his resignation on June 27, 2018, Horne was a manager on Holdco’s Board of Managers and/or *de facto* manager for LSI and MCMS;
- b. By taking the foregoing action, Horne directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Horne should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:
  - i. This Defendant’s actions, as Member of the Board of Managers of Holdco, which was manager of LSI and MCMS, constituted breaches of, and a

failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and

ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Horne pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

**Wherefore;** Shirley Langston demands damages against Horne, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty: Liability of Defendant William E. Horne for Battery of Shirley Langston  
by Dr. Francavilla**

127. This is an action by Shirley Langston against William E. Horne (in this Count, “Horne” or “Defendant”) to impose direct liability on Horne for the liability of Holdco, LSI, and



MCMS for damages due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

128. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 126.

**Wherefore;** Shirley Langston demands damages against Horne, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-One: Loss of Consortium- Medical Malpractice- William E. Horne**

129. This is an action by John Langston against William E. Horne (in this Count, “Horne” or “Defendant”) to impose direct liability on Horne for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

130. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105 and 126.

Wherefore; John Langston demands damages against Horne, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Two: Loss of Consortium-Battery-William E. Horne**

131. This is an action by John Langston against William E. Horne (in this Count, “Horne” or “Defendant”) to impose direct liability on Horne for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

132. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105 and 126.

Wherefore; John Langston demands damages against Horne, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Three: Liability of Defendant Jonathan Lewis for Medical  
Malpractice of Dr. Francavilla**

133. This is an action by Shirley Langston against Jonathan Lewis (in this Count, “Lewis” or “Defendant”) to impose direct liability on Lewis for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

134. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

135. Lewis was:

- a. A manager on Holdco’s Board of Managers and as a result of that position was a manager and/or *de facto* manager of LSI and MCMS from November 18, 2014 through March 13, 2019;
- b. By taking the foregoing action, Lewis directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat.,

in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Lewis should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

- i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and
- ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over this Defendant pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and

iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

e. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI, and MCMS should be pierced, and Lewis should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla.

**Wherefore;** Shirley Langston demands damages against Lewis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Four: Liability of Jonathan Lewis for Battery of Shirley Lanston by Dr. Francavilla**

136. This is an action by Shirley Langston against Jonathan Lewis (in this Count, “Lewis” or “Defendant”) to impose direct liability on Lewis for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

137. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 135.

**Wherefore;** Shirley Langston demands damages against Lewis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Five: Loss of Consortium- Medical Malpractice-Jonathan Lewis**

138. This is an action by John Langston against Jonathan Lewis (in this Count, “Lewis” or “Defendant”) to impose direct liability on Lewis for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

139. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105 and 135.

**Wherefore;** John Langston demands damages against Lewis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Six: Loss of Consortium-Battery-Jonathan Lewis**

140. This is an action by John Langston against Jonathan Lewis (in this Count, “Lewis” or “Defendant”) to impose direct liability on Lewis for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

141. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 135.

**Wherefore;** John Langston demands damages against Lewis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Seven: Liability of Raymond Monteleone for Medical Malpractice of Dr. Francavilla**

142. This is an action by Shirley Langston against Defendant Raymond Monteleone (in this Count, “Monteleone” or “Defendant”) to impose direct liability on Monteleone for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

143. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

144. Defendant Monteleone:

- a. Was a manager on Holdco's Board of managers and as a result of that position was a manager and/or *de facto* manager for LSI and MCMS until January 20, 2017;
- b. By taking the foregoing action, Monteleone directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians' compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Monteleone should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:
  - i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard

of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and

ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Monteleone pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;

ii. Commit a tortious act in this state; and

iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

e. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI, and MCMS should be pierced, and Monteleone should be determined to be liable for all damages to Shirley Langston caused by the medical malpractice of Dr. Francavilla.

**Wherefore;** Shirley Langston demands damages against Monteleone, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Eight- Liability of Defendant Raymond Monteleone for Battery of Shirley Langston by Dr. Francavilla**

145. This is an action by Shirley Langston against Raymond Monteleone (in this Count, “Monteleone” or “Defendant”) to impose direct liability on Monteleone for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

146. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 144.

**Wherefore;** Shirley Langston demands damages against Monteleone, the costs of this action, and such other relief as the Court deems appropriate.

**Count Twenty-Nine: Loss of Consortium- Medical Malpractice- Raymond Monteleone**

147. This is an action by John Langston against Raymond Monteleone (in this Count, “Monteleone” or “Defendant”) to impose direct liability on Monteleone for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

148. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 144.

**Wherefore;** John Langston demands damages against Monteleone the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty: Loss of Consortium-Battery-Raymond Monteleone**

149. This is an action by John Langston against Raymond Monteleone (in this Count, “Monteleone” or “Defendant”) to impose direct liability on Monteleone for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley



Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

150. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 144.

**Wherefore;** John Langston demands damages against Monteleone, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty- One: Liability of Defendant Dr. Michael W. Perry for Medical Malpractice of Dr. Francavilla**

151. This is an action by Shirley Langston against Dr. Michael W. Perry (in this Count, “Perry” or “Defendant”) to impose direct liability on Perry for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

152. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68 and 89-105.

153. Defendant Perry:

- a. Served as Chief Medical Officer and was also a manager on Holdco’s Board of managers and as a result of that position was a manager and/or *de facto* manager of LSI and MCMS;
- b. By taking the foregoing action, Perry directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to

practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Perry should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

- i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and
- ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Perry pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

e. Based on the foregoing, the corporate (limited liability company) veil of Holdco should be pierced, and Perry should be determined to be liable for all damages to Shirley Langston caused by the medical malpractice of Dr. Francavilla.

**Wherefore;** Shirley Langston demands damages against Perry, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Two- Battery as to Defendant Michael W. Perry**

154. This is an action by Shirley Langston against Dr. Michael W. Perry (in this Count, “Perry” or “Defendant”) to impose direct liability on Perry for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

155. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 153.

**Wherefore;** Shirley Langston demands damages against Perry, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Three: Loss of Consortium- Medical Malpractice- Dr. Michael W. Perry**

156. This is an action by John Langston against Dr. Michael W. Perry (in this Count, “Perry” or “Defendant”) to impose direct liability on Perry for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

157. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 153.

**Wherefore;** John Langston demands damages against Perry, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Four: Loss of Consortium-Battery-Dr. Michael W. Perry**

158. This is an action by John Langston against Dr. Michael W. Perry (in this Count, “Perry” or “Defendant”) to impose direct liability on Perry for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

159. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 153.

**Wherefore;** John Langston demands damages against Perry, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Five – Liability of Defendant Dr. James St. Louis III for Medical Malpractice of Dr. Francavilla**

160. This is an action by Shirley Langston against Dr. James St. Louis III (in this Count “St. Louis” or Defendant) to impose direct liability on St. Louis for the liability of Holdco, LSI,

and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

161. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68 and 89-105.

162. Defendant St. Louis:

- a. Was a manager on Holdco's Board of Managers and as a result of that position was a manager and/or *de facto* manager for LSI and MCMS until his resignation on January 2, 2018.
- b. By taking the foregoing action, St. Louis directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians' compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and St. Louis should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

- i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and
  - ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and
- d. Based on the foregoing, this Court has jurisdiction over St. Louis pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:
  - i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
  - ii. Commit a tortious act in this state; and
  - iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.
- e. Based on the foregoing, the corporate (limited liability company) veil of Holdco should be pierced, and St. Louis should be determined to be liable for all damages to Shirley Langston caused by the medical malpractice of Dr. Francavilla.

**Wherefore;** Shirley Langston demands damages against St. Louis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Six- Battery as to Defendant Dr. James St. Louis III**

163. This is an action by Shirley Langston against Dr. James St. Louis III (in this Count, “St. Louis” or “Defendant”) to impose direct liability on St. Louis for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

164. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 162.

**Wherefore;** Shirley Langston demands damages against St. Louis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Seven: Loss of Consortium- Medical Malpractice- Dr. James St. Louis III**

165. This is an action by John Langston against Dr. James St. Louis III (in this Count, “St. Louis” or “Defendant”) to impose direct liability on St. Louis for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

166. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 162.

**Wherefore;** John Langston demands damages against St. Louis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Eight: Loss of Consortium-Battery-Dr. James St. Louis III**

167. This is an action by John Langston against Dr. James St. Louis III to impose direct liability on St. Louis for the liability of Holdco, LSI, and MCMS for the loss of consortium claims

of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

168. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 162.

**Wherefore;** John Langston demands damages against St. Louis, the costs of this action, and such other relief as the Court deems appropriate.

**Count Thirty-Nine – Liability of Defendant Chris Sullivan for Medical Malpractice of Dr. Francavilla**

169. This is an action by Shirley Langston against Chris Sullivan (in this Count, “Sullivan” or “Defendant”) to impose direct liability on Sullivan for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

170. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

171. Defendant Sullivan:

- a. Was a manager on Holdco’s Board of Managers and as a result of that position was a manager and/or *de facto* manager for LSI and MCMS until his resignation on December 5, 2017.
- b. By taking the foregoing action, Sullivan directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of



fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Sullivan should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

- i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and
- ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Sullivan pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

e. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI, and MCMS should be pierced, and Sullivan should be determined to be liable for all damages to Shirley Langston caused by the medical malpractice of Dr. Francavilla.

**Wherefore;** Shirley Langston demands damages against Sullivan, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty- Liability of Defendant Chris Sullivan for Battery of Shirley Langston**

172. This is an action by Shirley Langston against Chris Sullivan (in this Count, “Sullivan” or “Defendant”) to impose direct liability on Sullivan for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

173. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 171.

**Wherefore;** Shirley Langston demands damages against Sullivan, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-One: Loss of Consortium- Medical Malpractice- Chris Sullivan**

174. This is an action by John Langston against Chris Sullivan (in this Count, “Sullivan” or “Defendant”) to impose direct liability on Sullivan for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

175. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 171.

**Wherefore;** John Langston demands damages against Sullivan, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Two: Loss of Consortium-Battery-Chris Sullivan**

176. This is an action by John Langston against Chris Sullivan (in this Count, “Sullivan” or “Defendant”) to impose direct liability on Sullivan for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

177. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 171.

**Wherefore;** John Langston demands damages against Sullivan, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Three – Liability of Defendant Robert Basham for Medical Malpractice of Dr. Francavilla**

178. This is an action by Shirley Langston against Robert Basham (in this Count, “Basham” or “Defendant”) to impose direct liability on Basham for the liability of Holdco, LSI,

and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

179. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

180. Defendant Basham:

- a. Was a manager on Holdco's Board of Managers from January 1, 2013 until his resignation on December 11, 2017, and as a result of that position was a manager or *de facto* manager for LSI and MCMS.
- b. By taking the foregoing action, Basham directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians' compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Basham should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

- i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and
  - ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and
- d. Based on the foregoing, this Court has jurisdiction over Basham pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:
- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
  - ii. Commit a tortious act in this state; and
  - iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

**Wherefore;** Shirley Langston demands damages against Basham, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Four: Liability of Defendant Robert Basham for Battery of Shirley  
Langston by Dr. Francavilla**

181. This is an action by Shirley Langston against Robert Basham (in this Count, “Basham” or “Defendant”) to impose direct liability on Basham for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

182. The Plaintiff realleges paragraphs 11-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 180.

**Wherefore;** Shirley Langston demands damages against Basham, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Five: Loss of Consortium- Medical Malpractice- Robert Basham**

183. This is an action by John Langston against Robert Basham (in this Count, “Basham” or “Defendant”) to impose direct liability on Basham for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

184. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 180.

**Wherefore;** John Langston demands damages against Basham, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Six: Loss of Consortium-Battery-Robert Basham**

185. This is an action by John Langston against Robert Basham (in this Count, “Basham” or “Defendant”) to impose direct liability on Basham for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley

Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

186. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 180.

**Wherefore;** John Langston demands damages against Basham, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Seven – Liability of Defendant Edward DeBartolo for Medical Malpractice of Dr. Francavilla**

187. This is an action by Shirley Langston against Edward DeBartolo (in this Count, “DeBartolo” or Defendant) to impose direct liability on DeBartolo for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

188. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

189. Defendant DeBartolo:

- a. Was a manager on Holdco’s Board of Managers from January 1, 2013 until his resignation in 2018 and as a result of that position was a manager and/or *de facto* manager of LSI and MCMS.
- b. By taking the foregoing action, DeBartolo directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of

fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and DeBartolo should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

- i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and
- ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and



d. Based on the foregoing, this Court has jurisdiction over DeBartolo pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

**Wherefore;** Shirley Langston demands damages against DeBartolo, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Eight- Liability of Defendant Edward DeBartolo for Battery of Shirley Langston by Dr. Francavilla**

190. This is an action by Shirley Langston against Edward DeBartolo (in this Count, “DeBartolo” or “Defendant”) to impose direct liability on DeBartolo for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

191. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 189.

**Wherefore;** Shirley Langston demands damages against DeBartolo, the costs of this action, and such other relief as the Court deems appropriate.

**Count Forty-Nine: Loss of Consortium- Medical Malpractice- Edward DeBartolo**

192. This is an action by John Langston against Edward DeBartolo (in this Count, “DeBartolo” or “Defendant”) to impose direct liability on DeBartolo for the liability of Holdco,

LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

193. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 189.

**Wherefore;** John Langston demands damages against DeBartolo, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty: Loss of Consortium-Battery-Edward DeBartolo**

194. This is an action by Shirley Langston against Edward DeBartolo (in this Count, “DeBartolo” or “Defendant”) to impose direct liability on DeBartolo for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

195. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 189.

**Wherefore;** John Langston demands damages against DeBartolo, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-One: Liability of Defendant William Esping for Medical Malpractice of Dr. Francavilla**

196. This is an action by Shirley Langston against William Esping (in this Count, “Esping” or “Defendant”) to impose direct liability on Esping for the liability of Holdco, LSI, and MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

197. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 85-109.

198. Defendant Esping:

- a. Was a manager on Holdco's Board of Managers and as a result of that position was a manager and/or *de facto* manager for LSI and MCMS until his resignation on November 29, 2017.
- b. By taking the foregoing action, Esping directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians' compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;
- c. Based on the foregoing, the corporate (limited liability company) veil of Holdco, LSI and MCMS should be pierced, and Esping should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:
  - i. This Defendant's actions, as Member of the Board of Managers of Holdco, which was manager of LSI and manager and/or *de facto* manager of MCMS, constituted breaches of, and a failure to perform duties, that constitutes

recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by Holdco, LSI and MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and

ii. Holdco, LSI, and MCMS were authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Esping pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

- i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;
- ii. Commit a tortious act in this state; and
- iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

**Wherefore;** Shirley Langston demands damages against Esping, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-Two: Liability of Defendant William Esping for Battery of Shirley Langston  
by Dr. Francavilla**

199. This is an action by Shirley Langston against William Esping (in this Count, “Esping” or “Defendant”) to impose direct liability on Esping for the liability of Holdco, LSI, and

MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

200. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105 and 198.

**Wherefore;** Shirley Langston demands damages against Esping, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-Three: Loss of Consortium- Medical Malpractice- Defendant William Esping**

201. This is an action by John Langston against William Esping (in this Count, “Esping” or “Defendant”) to impose direct liability on Esping for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

202. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 198.

**Wherefore;** John Langston demands damages against Esping the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-Four: Loss of Consortium-Battery-William Esping**

203. This is an action by John Langston against William Esping (in this Count, “Esping” or “Defendant”) to impose direct liability on Esping for the liability of Holdco, LSI, and MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

204. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 198.

**Wherefore;** John Langston demands damages against Esping, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-Five: Medical Malpractice Against MCMS- *Respondeat Superior***

205. This is an action by Shirley Langston against MCMS for medical malpractice alleging the breach of the prevailing standard of professional care by Dr. Francavilla in providing medical treatment to Shirley Langston, and alleging liability of MCMS on the doctrine of *respondeat superior*. The Plaintiff seeks damages in excess of \$30,000.00, and demands a jury trial.

206. Plaintiff realleges Paragraphs 1-5 and 8-15.

207. Dr. Francavilla entered a written contract for employment with LSI, through MCMS.

208. To the extent that MCMS claims to be the employer of Dr. Francavilla instead of LSI, the Defendant MCMS is liable for all damages sustained by Ms. Langston under the doctrine of *respondeat superior*.

209. MCMS was a common Florida limited liability company and was not a health care provider as defined in Section 766.202 (4), Fla. Stat., and was not entitled to any form of presuit notice under Chapter 766.

**Wherefore;** Plaintiff Shirley Langston prays that the Court award Plaintiff judgment against Defendant MCMS in such sums as shall be determined to fully and fairly compensate Plaintiff for all general, special, incidental and consequential damages incurred, or to be incurred, by Plaintiff as the direct and proximate result of the Defendant Dr. Francavilla's actions as aforesaid stated, including, but not limited to, compensation for permanent impairment of bodily functions including functions relating to incontinence, scarring that results in difficulty in future surgeries, physical pain and suffering, both past

and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and future; wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances; together with costs incurred in prosecuting this action; and such other and further relief as it deems necessary and proper in the circumstances.

**Count Fifty-Six: Battery- MCMS**

210. This is an action by Shirley Langston for battery against MCMS.

211. Plaintiff realleges and incorporates herein paragraphs 1-5 and 18-43, and 207-209.

212. Dr. Francavilla knew that Shirley Langston did not consent to undergo surgery performed by a surgeon practicing medicine in violation of the financial responsibility requirements of Chapter 458.

213. Shirley Langston did not consent to Dr. Francavilla's surgery while Dr. Francavilla was practicing medicine in violation of the financial responsibility requirements of Chapter 458 and Dr. Francavilla therefore performed surgery on Shirley Langston without Shirley Langston's consent.

214. The foregoing constitutes battery, and as a proximate cause thereof, Shirley Langston has been damaged.

215. To the extent that MCMS claims to be the employer of Francavilla instead of LSI, all actions of Dr. Francavilla were taken in his scope of employment, for the business purposes and objectives of MCMS, at the request and consent of MCMS, and MCMS is liable for all damages of Shirley Langston under the doctrine of *respondeat superior*.

216. MCMS was a common Florida limited liability company and was not a health care provider as defined in Section 766.202 (4), Fla. Stat., and was not entitled to any form of presuit notice under Chapter 766.

217. There is no medical standard of care for the commission of fraud through the made the false representations with reckless indifference or disregard to its truth or falsity and no presuit requirements of Chapter 766, Fla. Stat., apply.

**Wherefore;** Plaintiff Shirley Langston prays that the Court award judgment against Defendant MCMS in such sums as shall be determined to fully and fairly compensate Plaintiff for all general, special, incidental and consequential damages incurred, or to be incurred, by Plaintiff as the direct and proximate result of the actions as aforesaid stated, including, but not limited to, compensation for permanent impairment of bodily functions including functions relating to incontinence, scarring that results in difficulty in future surgeries, physical pain and suffering, both past and future; medical and medical related expenses, both past and future; travel and travel-related expenses, both past and future; emotional distress and future emotional distress; pharmaceutical expenses, both past and future; wage loss; and other ordinary, incidental and consequential damages as would be anticipated to arise under the circumstances; together with costs incurred in prosecuting this action; and such other and further relief as it deems necessary and proper in the circumstances.

**Count Fifty-Seven – Liability of Horne Management, LLC f/k/a Horne Management, Inc., for Medical Malpractice of Dr. Francavilla**



218. This is an action by Shirley Langston against Horne Management, LLC, f/k/a Horne Management, Inc. (in this Count, “Horne Management.” or “Defendant”) to impose direct liability on Horne Management for the liability of MCMS for the damages to Shirley Langston due to the medical malpractice of Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

219. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, and 89-105.

220. Defendant Horne Management, is a Florida corporation, which had its principal place of business in Hillsborough County, Florida, for the period January 1, 2016 through November 16, 2017, and:

a. Was named as the manager of MCMS during the period January 1, 2016 through April 30, 2017;

b. By taking the foregoing action, Horne Management directed fraud at parties in the State of Florida including Shirley Langston by causing physician employees of LSI, including Dr. Francavilla, to make false representations to the State of Florida Board of Medicine regarding the physicians’ compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., for the purpose of fraudulently obtaining licenses to practice medicine without statutorily required financial responsibility compliance including, but not limited to, medical malpractice insurance in the minimum amount of \$250,000.00 per claim, and to thereafter practice medicine without compliance with the financial responsibility requirements of Chapter 458, Fla. Stat., in Florida and without notifying patients, including Shirley Langston, that the physician was practicing medicine in violation of the financial responsibility requirements of Chapter 458, Fla. Stat.;

c. Based on the foregoing, the corporate (limited liability company) veil of MCMS should be pierced, and Horne Management should be determined to be liable for all damages to Shirley Langston caused by Dr. Francavilla, because:

i. This Defendant's actions, as purported manager of MCMS from on or prior to January 1, 2016 through April 30, 2017, constituted breaches of, and a failure to perform duties, that constitutes recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and thereby is personally liable for damages to Plaintiffs caused by MCMS pursuant to § 605.04093 (b) (5), Fla. Stat., and

ii. MCMS was authorized to do business in Florida, and pursuant to § 605.0901 (3), Fla. Stat., had no authorization to exercise any power that a limited liability company may not engage in or exercise in Florida; and

d. Based on the foregoing, this Court has jurisdiction over Horne Management pursuant to § 48.193, Fla. Stat. as this Defendant did thereby:

i. Operate, conduct, and engage in or carry on a business in this state having an office or agency in this state;

ii. Commit a tortious act in this state; and

iii. Cause injury to persons within this state while engaged in solicitation or service activities in this state.

e. Based on the foregoing, the corporate (limited liability company) veil of MCMS should be pierced, and Horne Management should be determined to be liable for all damages to Shirley Langston caused by the medical malpractice of Dr. Francavilla.

Wherefore; Shirley Langston demands damages against Horne Management, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-Eight – Liability of Horne Management, LLC f/k/a Horne Management, Inc. for Battery of Shirley Langston**

221. This is an action by Shirley Langston against Horne Management, LLC f/k/a Horne Management, Inc. (in this Count, “Horne Management” or “Defendant”) to impose direct liability on Horne Management for the liability of MCMS for the damages to Shirley Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

222. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 89-105, and 220.

Wherefore; Shirley Langston demands damages against Horne Management, the costs of this action, and such other relief as the Court deems appropriate.

**Count Fifty-Nine: Loss of Consortium- Medical Malpractice- of Horne Management, LLC f/k/a Horne Management, Inc. for Battery of Shirley Langston**

223. This is an action by John Langston against Horne Management LLC f/k/a Horne Management, Inc. (in this Count, “Horne Management” or “Defendant”) to impose direct liability on Horne Management for the liability of MCMS for the loss of consortium claims of John Langston due to the medical malpractice by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

224. The Plaintiff realleges paragraphs 1-5, 8-15, 61-63, 66-68, 76-80, 89-105, and 220.

Wherefore; John Langston demands damages against Horne Management, the costs of this action, and such other relief as the Court deems appropriate.

**Count Sixty: Loss of Consortium-Battery- Horne Management, LLC f/k/a Horne Management, Inc. for Battery of Shirley Langston**

225. This is an action by John Langston against Horne Management LLC f/k/a Horne Management, Inc., (in this Count, “Horne Management” or “Defendant”) to impose direct liability on Horne Management for the liability of MCMS for the loss of consortium claims of John Langston due to the battery of Shirley Langston by Dr. Francavilla through the doctrine of piercing of the corporate (limited liability company) veil.

177. The Plaintiff realleges paragraphs 1-5, 18-43, 61-63, 66-68, 71-74, 82-86, 89-105, and 220.

Wherefore; John Langston demands damages against Horne Management LLC f/k/a Horne Management, Inc. the costs of this action, and such other relief as the Court deems appropriate.

**DEMAND FOR TRIAL BY JURY: PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES.**

**CERTIFICATE OF SERVICE:** I hereby certify that a copy of the foregoing has been efiled this \_\_\_\_\_ day of \_\_\_\_\_, and service will be made through the Court’s efling service on all participants.

Respectfully submitted,

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Donald J. Schutz, Esq.  
Fla Bar No. 382701  
535 Central Avenue  
St. Petersburg, FL 33701  
727-823-3222/727-895-3222 Telefax  
[donschutz@netscape.net](mailto:donschutz@netscape.net) (Secondary)  
[don@lawus.com](mailto:don@lawus.com) (Primary)  
Attorney for Plaintiff

## **Consents/Attachments**

Admission Time: 06:30

### **LSI Surgical Procedure Consent**

#### **Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

#### **Physician(s) Performing Surgery**

FRANCAVILLA, THOMAS [TFRANCAVILLA]

#### **Surgical Procedure(s)**

LEFT C6/7 LAMINOTOMY FORAMINOTOMY DECOMPRESSION OF THE NERVE ROOT WITH POSSIBLE PARTIAL FACETECTOMY

RIGHT C6/7 DESTRUCTION VIA THERMAL ABLATION OF THE PARAVERTEBRAL FACET JOINT(S) NERVE

#### **Patient Statement**

I authorize my Dr. and assistants of his choice to perform the above operation(s) and/or special procedure(s).

The physician has explained my prognosis and the risks of not having the surgery and/or procedure done. I understand that a LSI physician other than the physician that I saw in the clinic may conduct/perform my procedure(s). I understand this could be a physician undergoing additional training in LSI's specialized techniques. I understand that, should the need arise, my physician may request another LSI physician to assist with my procedure, and I authorize such physician to participate in the performance of the above-referenced operation(s) and/or special procedure(s).

During the course of my surgery, I understand there may be coexisting conditions that may be addressed in order to reach my optimal surgical outcome. Therefore, I expressly consent to any additional procedures, including but not limited to bilateral surgery if indicated, which are deemed necessary and warranted by my surgeon to remedy any coexisting conditions which may become apparent during my consented surgery and which are directly related to the surgical procedure that has been discussed with me. I understand that my express consent for additional surgical procedures does not mandate that my surgeon accept a duty to address those coexisting conditions at the time of my surgery, but rather provides my surgeon with the authority and consent to make an independent decision on whether the coexisting condition shall be addressed during my planned surgical procedure.

I also understand that my surgical procedure may include an intra-operative steroid injection or the administration of a steroid solution into the surgical site.

Intended Benefits: The physician has explained to me the intended benefits of the procedures, are:

1. Motor/Sensory Improvement; and
2. Decreased level of discomfort

I also understand that these intended benefits cannot be guaranteed and may not result from the procedure.

General Risks of Surgery: The physicians and other LSI professionals have explained that there are risks associated with surgery. I understand that these risks include but are not limited to the following:

1. My condition will not improve.
2. My condition will worsen.
3. Death.
4. Temporary or permanent disability.
5. Heart attack or stroke.
6. Admission to a hospital with prolonged hospitalization.
7. Potential allergic reaction.

Specific risks of the Surgery/Procedures: The physicians and other LSI professionals have explained that there are risks associated with the type of procedure I am having. I understand that these risks include, but are not limited to, the following:

1. Bone fracture, displacement or damage to bony structures during or after surgery.
2. Puncture of the outer covering of the spinal cord (dura) that may cause cerebral spinal fluid to drain.
3. Neurological damage, nerve damage, resulting in paralysis or weakness, or nerve root injury.

4. Increased numbness and/or sensitivity of the nerve root paths.
5. Surgery that does not relieve symptoms as expected.
6. No improvement in my current neurological condition.
7. Cardiac arrest and/or respiratory arrest.
8. Severe blood loss, bleeding, blood clots, deep vein thrombosis, thrombophlebitis, and pulmonary embolus.
9. Blindness/post operative visual loss in one or both eyes
10. Local, bone, blood, spine, kidney, bladder or brain infection.
11. A need for further surgery or more invasive surgery including fusion with or without hardware.
12. Continued pain and/or discomfort with or without radiculopathy.
13. Disc or vertebra prolapse.
14. A collection of fluid or blood at the surgical site that may require a return to surgery to evacuate.
15. Inflammation of the disc.
16. Severe headache that may require return to surgery.
17. Bowel and/or bladder dysfunction, including bowel perforation or peritonitis.
18. Spinal instability, adverse changes to the spine or deterioration including loss of proper spinal curvature.
19. Possible damage to implanted devices and/or associated catheters and/or wires.
20. Possible migration, malposition, incorrect orientation, breakage, early or late loosening, fatigue, deformation or wear debris of an implanted device or bone.
21. Scar tissue formation, or epidural fibrosis.
22. Reactions to transfused blood.
23. Retrograde ejaculation, sexual dysfunction, or sterility.
24. Possible additional hardware removal.
25. Possible cement extravasation with the kyphoplasty procedures.
26. Pressure on surrounding organs or pressure on the skin from components parts in patients with inadequate tissue coverage over the implant possibly causing skin penetration, irritation, and/or pain.
27. Non-union (or pseudarthrosis) delayed union, or mal-union.
28. Bone loss or decrease in bone density possibly caused by stress shielding.
29. Foreign body allergic or physiological reaction due to foreign body intolerance to implant, debris, corrosion of product, including metallosis, staining, tumor formation and/or autoimmune disease.
30. Development of respiratory problems, pulmonary embolus, atelectasis, bronchitis, pneumonia.
31. Meningitis.
32. Bone resorption.
33. Smoking can cause or increase the risk of pseudarthrosis (nonunion).
34. Herniated nucleus pulposus, disc disruption, or degeneration at, above, or below level of surgery.

No Guarantee: I have been told that the practice of medicine and surgery is not an exact science and that there are no guarantees or assurances made concerning the results of the procedure. I understand that there can be no guarantee that this procedure will improve my condition and that it may in fact worsen my condition. I acknowledge and understand that no guarantees or assurances have been made to me concerning the results of the procedure(s). No one has promised me any result of any kind. Should a dispute arise from my surgical procedure (s), I agree that all agreements shall be governed in all respects by the laws of the state where my procedure was performed, without regard to conflict of law provisions. I further agree that any claim or dispute, whether arising out of tort, contract, or statute I may have against LSI or any of their employees shall be exclusively resolved by a court located in the county where my procedure (s) was performed, and I agree to submit to the personal jurisdiction of the state court in that county for the purposes of litigating all such claims and disputes.

Alternatives: The physician has explained to me the alternatives to undergoing this procedure and that I may seek different treatment from another doctor. Some of the alternatives are:

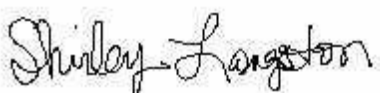
1. Pain management
2. Physical Therapy
3. Open Procedure/different procedure
4. Analgesic and/or anti-inflammatory medications.

Patient Statement: I acknowledge that I have to the best of my ability informed my Physician or his staff of all known allergies, unusual reactions to medication, radiopaque media (dye used in x-ray), shellfish, and anesthetic agents. I acknowledge that the postoperative instructions and directions are to be followed for optimal recovery.

I further authorize Laser Spine Institute to dispose of any specimen or tissue taken from my body or to retain specimen or tissues for whatever reason they deem appropriate, except for clinical research. I consent to the admittance and observation of the above operation(s) and/or special procedure(s) by qualified observers such as other physicians, nursing/medical students, technicians, and manufacturer's representative for the purpose of medical education provided my confidentiality is protected. I consent to the testing of my blood for Hepatitis B, Hepatitis C, and HIV should an exposure to my blood or body fluids

occur during the operation(s) and/or special procedure(s). Although I am aware not all procedures are filmed or videotaped, I give my permission that all the materials obtained in the course of and results from my care such as: photographs, video, films, MRIs, x-rays, including any and all related materials may be used in medical conferences/manuscripts and in other ways, such as public relations and patient education, provided my identity and confidentiality is protected. I recognize that during the course of the procedure, unforeseen, life threatening conditions may necessitate procedure(s) and/or treatment(s) for which I am providing consent. I acknowledge that the procedure(s) and/or surgeries are being performed in an Ambulatory Surgical Center and if complications occur during the course of my surgery I may need to be transferred or admitted to a hospital for further care and/or surgery.

MY SIGNATURE BELOW IS MY ACKNOWLEDGEMENT: (1) THAT I HAVE READ THIS ENTIRE FORM, (2) THAT I UNDERSTAND THIS FORM AND ITS CONTENTS TO MY SATISFACTION, (3) THAT ALL RISKS, BENEFITS AND ALTERNATIVES FOR THE PROCEDURES HAVE BEEN FULLY EXPLAINED TO ME TO MY SATISFACTION AND (4) THAT I HEREBY FREELY AND FULLY CONSENT TO THE PROCEDURES.

<b>Patient Authorized to Consent</b> 03/01/16 7:22 AM	<b>Witness Signed Consent on:</b> 03/01/16 7:22 AM
	Electronically Signed By: RODRIGUEZ, DANA

#### **LSI Anesthesia Consent**

##### **Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

##### **Patient Statement**

Your surgeon has determined that anesthesia is required to be administered during your procedure. There are different types of anesthesia which are available: general anesthesia, regional anesthesia, minimal sedation, moderate sedation/analgesia, deep sedation/analgesia and local anesthetic injection at the surgery site.

Under general anesthesia, a patient is completely unconscious during the procedure. The patient is typically put to sleep via medications injected directly into the bloodstream through an intravenous line. Once unconscious, various medications will be administered to the patient, some of which will be breathed as gases. While under general anesthesia, it may be necessary to place a tube through a patient's mouth or nose and into the windpipe in order to assist breathing.

Regional anesthesia requires the injection of an anesthetic medication around the nerves of the area to be operated on, to cause a loss of feeling and temporary inability to move in that area.

With minimal sedation, moderate sedation/analgesia and deep sedation/analgesia, intravenous sedation medication is injected directly into the bloodstream and a local anesthetic medication may also be injected into the area involved in the procedure, thereby causing a loss of feeling in that area.

The anesthetic medications and techniques which will be used in your procedure will be determined by your anesthesia team and is based upon your medical history and the type of procedure to be performed. Additional techniques for pain control may include the placement of a pulse stimulator device (P-Stim or NeuroStim). Application of this device for surgical pain control will occur on the day of your surgery. It is also sometimes applied during an LSI clinic visit. The anesthesia team will have a detailed discussion with you about the various anesthetic techniques and available alternatives during your anesthesia visit in the LSI clinic before your surgery and you will have the opportunity to ask questions during this visit.


As with any other medical procedure, results of the administration of anesthetic cannot be guaranteed. Every type of pain relief and anesthesia has certain risks and hazards which may arise during anesthesia and/or surgery. Patients with apparently similar medical conditions may have varying responses to certain anesthetics and/or procedures. Risks and complications which are recognized by anesthesia providers and which can occur regardless of the experience, care, and skill of the anesthesia provider include, but are not limited to, nausea, vomiting, decreased blood pressure, pain and injury to the mouth, throat, and vocal cords, tooth damage, allergic reaction, strokes, brain damage, liver damage, kidney damage, heart attacks,

pneumonia, nerve damage, partial or complete paralysis, fever, infection, hematoma, phlebitis (inflammation and infection of the veins), and even death. Although the likelihood of a specific above listed complication may vary from anesthesia type to anesthesia type, the general areas of risk are the same for any anesthesia option chosen. During your procedure, if blood loss becomes excessive a cell saver may be used to re-introduce your own blood to you. Please refer to the cell saver consent for additional information. Your anesthesia provider will be happy to answer any questions you may have regarding cell saver transfusion practice and the administration of autologous (your own) blood. I understand that the anesthesia delivered may have no amnesia effect, and complete or partial recall of the surgical procedure may result.

I have discussed with the anesthesiologists and I understand the indications for the administration of anesthesia, the available procedures for the administration of anesthesia, the types of anesthetic medications which will be administered, the available alternatives to the types of anesthesia which have been recommended, and the known risks and complications of the recommended procedure to which I agree. I have asked all the questions which I have regarding the administration of anesthesia and the anesthesiologist have fully and completely answered my questions.

I understand that the type of anesthetic medication and the method for administration will be determined by my anesthesiologist after conferring with me. I understand that the type of anesthetic medication and/or method of administration may be changed during surgery as is deemed necessary by my anesthesiologist and/or surgeon.

I have read the above paragraphs and they have been explained to me prior to surgery to my satisfaction. I concur with the type and method of anesthesia which has been recommended by my anesthesiologist, and I request that I be anesthetized for my operation.

<b>Patient Authorized to Consent</b> 03/01/16 7:23 AM	<b>Witness Signed Consent on:</b> 03/01/16 7:23 AM
	Electronically Signed By: RODRIGUEZ, DANA

**LSI Cell-Saver Consent (Perioperative Auto-Transfusion)**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

PATIENT STATEMENT: During any surgical procedure, a certain amount of blood loss may be anticipated. Laser Spine Institute ("LSI") uses the latest technology to capture and process the blood that you may lose and return it back to you.

INTENDED BENEFITS: The physician has explained to me that the intended benefits of the perioperative auto-transfusion are:

1. My own blood re-infused perioperatively
2. No requirement to pre-donate blood
3. Reduction of recovery time
4. Risks of blood borne pathogens and/or cross contamination significantly reduced
5. Prevention of hypovolemic shock

I understand that these intended benefits cannot be guaranteed and may not result from this procedure.

RISKS: The physician and other LSI professionals have explained to me that there are risks associated with the procedure(s). I understand that these risks include but are not limited to the following:

1. Embolism
2. Re-infusion of plasma free hemoglobin
3. Infection
4. Coagulation defects
5. Transfusion-associated circulatory/volume overload

ALTERNATIVES: The physician has explained to me the alternatives to undergoing the procedure(s) and that I may seek

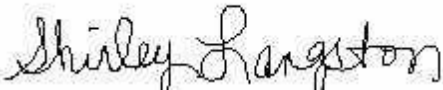


different treatment at other facilities outside of LSI. Some of the alternatives are:

1. IV Fluids such as lactated ringers to maintain and expand fluid volume
2. Biological Hemostasis Devices
3. Surgical coagulation devices

I consent to the use of auto-transfusion during my surgery and further consent that an authorized member of LSI may administer my blood back to me. Should I not require a transfusion of my blood, I further consent to the disposal of my blood in any manner deemed appropriate.

MY SIGNATURE BELOW IS MY ACKNOWLEDGEMENT: (1) THAT I HAVE READ THIS ENTIRE FORM, (2) THAT I UNDERSTAND THIS FORM AND ITS CONTENTS TO MY SATISFACTION, (3) THAT ALL RISKS, BENEFITS AND ALTERNATIVES FOR THE PROCEDURE HAVE BEEN FULLY EXPLAINED TO ME TO MY SATISFACTION AND (4) THAT I HEREBY FREELY AND FULLY CONSENT TO THE PROCEDURES.

<b>Patient Authorized to Consent</b> 03/01/16 7:23 AM	<b>Witness Signed Consent on:</b> 03/01/16 7:23 AM
	Electronically Signed By: RODRIGUEZ, DANA

**LSI Advance Directives, Patient Rights, Privacy Practices, Disclosure of Ownership**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

Laser Spine Surgical Center requires the following notice be signed by each patient prior to scheduled procedure in order to be in compliance with the Self-Determination Act (PSDA) and laws and rules regarding advance directives. Advance directives are statements that indicate the type of medical treatment wanted or not wanted in the event an individual is unable to make those determinations and who is authorized to make those decisions. The advance directives are made and witnessed prior to serious illness or injury.

There are many types of advance directives, but the two most common forms are:

**Living Will:** These generally state the type of medical care an individual wants or does not want if he/she becomes unable to make his/her own decisions.

**Durable Power of Attorney for Health Care:** This is a signed, dated and witnessed paper naming another person as an individual's agent or proxy to make medical decisions for that individual if he/she should become unable to make his/her own decisions.

In the outpatient care setting, if a patient should suffer a cardiac or respiratory arrest or other life-threatening situation, the signed consent implies consent for resuscitation and transfer to a higher level of care. Therefore, in accordance with federal and state law, the facility is notifying you it will not honor previously signed advance directives for any patient. If you disagree, you must address this issue with your physician or certified registered nurse anesthetist prior to signing this form.


I have read and fully understand the information in this release form.

Additionally, I acknowledge that:

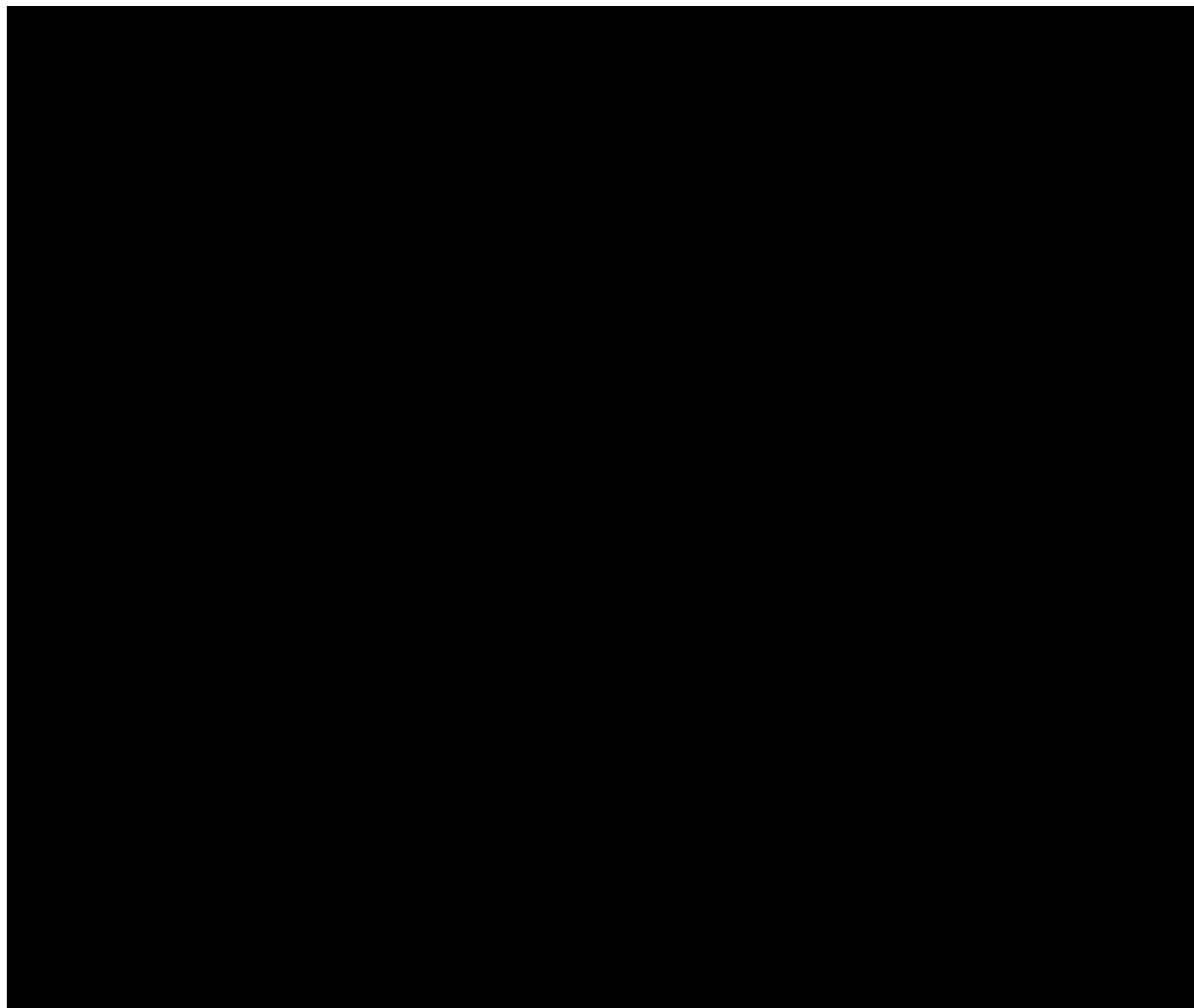
I have been given a copy of Patient Rights and Responsibilities for this facility

I have received a Notice to Patients regarding Disclosure of Physician Ownership interest in LSI, LLC.

I hereby acknowledge that I have receive a copy of this practice's Notice of Privacy Practices. I understand that if I have questions or complaints regarding my privacy rights that I may contact the appropriate person as outlined in the Complaint section of the Notice of Privacy Practices. I further understand that the practice will offer me updates to this Notice of Privacy Practices should it be amended, modified, or changed in any way.

Patient Authorized to Consent 03/01/16 7:23 AM	Witness Signed Consent on: 03/01/16 7:23 AM
	Electronically Signed By: RODRIGUEZ, DANA

Attachments: 2



**Progress Record:**

Anesthesia Type: General with LMA  
Local

Pre-Op Dx: Other cervical disc degeneration mid-cervical region  
Spinal stenosis cervical region

Post Op Dx: Other cervical disc degeneration mid-cervical region  
Spinal stenosis cervical region

Procedure: Left C6/7 L/F/DNR (63020)  
Right C6/7 DTA of the Paravertebral Facet Joints, with imaging guidance (64633)  
Operating Microscope [69990]

Tissue Removed: Yes

Notes: Bone and ligament

Tissue Removed Action: Discarded

Complications: No

Estimated Blood Loss: EBL: 20 mL

Total Input Fluids: 2800

Total Output Urine: 300

**X-Ray Exposure:**

Time 1	Time 2
17 sec	

Surgeon Signature: FRANCAVILLA, THOMAS on 03/01/16 at 09:17.

**Intra-Operative Findings****Complications**

Complications: No

Procedure terminated: No

**Physician Operative Report**

Operative Report: The patient is a 44-year-old right-handed woman with a long history of neck pain refractory to physical therapy and adjustments along with injections. It is posterior cervical, left greater than right. It can radiate down her arms. No bowel or bladder dysfunction. Occasional numbness and tingling. She gets occipital headaches. On examination, a well-nourished, well-developed woman. Range of motion of cervical spine is reduced in all planes. Adson maneuver is positive. Good bulk strength and tone. Normal appreciation to light touch. Normal station. Reflexes normal. Spine somewhat tender to palpation diffusely. MRI shows multilevel cervical disc disease bilaterally, quite advanced at C5-C6 and C6-C7. She had a selective nerve root block at C6-C7 on the left that gave per very good relief of symptoms although transient. IMPRESSION: I think it is reasonable to offer this patient a cervical decompression on the left side at C6-C7 based on her history, physical, imaging, and selective nerve root block results. We went through the risks, benefits and alternatives including non-relief of pain, neurologic deficit, infection, and need for other procedures. All of her questions were answered. She would like to go forth with this. Thomas L Francavilla, MD TLF/az DD: 03/01/2016 DT: 03/01/2016 MR#222090 FVREF#128421 Langston Shirley

SURGEON: Thomas Francavilla MD  
ANESTHESIOLOGIST: Eric Nazareth MD / Carolyn Snider CRNA  
ANESTHESIA: General with LMA, Local  
ESTIMATED BLOOD LOSS: 20mL  
BLOOD REPLACEMENT: None  
COMPLICATIONS: None  
ALLERGIES: TAPE, BAND-AIDS, PLASTIC, AMOXICILLIN,  
TETRACYCLINE

PREOPERATIVE DIAGNOSIS:  
Stenosis left C6-7.

**Consents/Attachments**

Admission Time: 07:11

**LSI Surgical Procedure Consent**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 / Date of Birth: 04/23/1971.

**Physician(s) Performing Surgery**

FRANCAVILLA, THOMAS [TFRANCAVILLA]

**Surgical Procedure(s)**

LEFT L5/S1 LAMINOTOMY FORAMINOTOMY DECOMPRESSION OF THE NERVE ROOT WITH POSSIBLE PARTIAL FACETECTOMY.

BILATERAL L4/5, RIGHT L5/S1 DESTRUCTION VIA THERMAL ABLATION OF THE PARAVERTEBRAL FACET JOINT NERVE.

**Patient Statement**

I authorize my Dr. and assistants of his choice to perform the above operation(s) and/or special procedure(s).

The physician has explained my prognosis and the risks of not having the surgery and/or procedure done. I understand that a LSI physician other than the physician that I saw in the clinic may conduct/perform my procedure(s). I understand this could be a physician undergoing additional training in LSI's specialized techniques. I understand that, should the need arise, my physician may request another LSI physician to assist with my procedure, and I authorize such physician to participate in the performance of the above-referenced operation(s) and/or special procedure(s).

During the course of my surgery, I understand there may be coexisting conditions that may be addressed in order to reach my optimal surgical outcome. Therefore, I expressly consent to any additional procedures, including but not limited to bilateral surgery if indicated, which are deemed necessary and warranted by my surgeon to remedy any coexisting conditions which may become apparent during my consented surgery and which are directly related to the surgical procedure that has been discussed with me. I understand that my express consent for additional surgical procedures does not mandate that my surgeon accept a duty to address those coexisting conditions at the time of my surgery, but rather provides my surgeon with the authority and consent to make an independent decision on whether the coexisting condition shall be addressed during my planned surgical procedure.

I also understand that my surgical procedure may include an intra-operative steroid injection or the administration of a steroid solution into the surgical site.

Intended Benefits: The physician has explained to me the intended benefits of the procedures, are:

1. Motor/Sensory Improvement; and
2. Decreased level of discomfort

I also understand that these intended benefits cannot be guaranteed and may not result from the procedure.

General Risks of Surgery: The physicians and other LSI professionals have explained that there are risks associated with surgery. I understand that these risks include but are not limited to the following:

1. My condition will not improve.
2. My condition will worsen.
3. Death.
4. Temporary or permanent disability.
5. Heart attack or stroke.
6. Admission to a hospital with prolonged hospitalization.
7. Potential allergic reaction.

**Ex. C**

Specific risks of the Surgery/Procedures: The physicians and other LSI professionals have explained that there are risks associated with the type of procedure I am having. I understand that these risks include, but are not limited to, the following:

1. Bone fracture, displacement or damage to bony structures during or after surgery.
2. Puncture of the outer covering of the spinal cord (dura) that may cause cerebral spinal fluid to drain.

3. Neurological damage, nerve damage, resulting in paralysis or weakness, or nerve root injury.
4. Increased numbness and/or sensitivity of the nerve root paths.
5. Surgery that does not relieve symptoms as expected.
6. No improvement in my current neurological condition.
7. Cardiac arrest and/or respiratory arrest.
8. Severe blood loss, bleeding, blood clots, deep vein thrombosis, thrombophlebitis, and pulmonary embolus.
9. Blindness/post operative visual loss in one or both eyes
10. Local, bone, blood, spine, kidney, bladder or brain infection.
11. A need for further surgery or more invasive surgery including fusion with or without hardware.
12. Continued pain and/or discomfort with or without radiculopathy.
13. Disc or vertebra prolapse.
14. A collection of fluid or blood at the surgical site that may require a return to surgery to evacuate.
15. Inflammation of the disc.
16. Severe headache that may require return to surgery.
17. Bowel and/or bladder dysfunction, including bowel perforation or peritonitis.
18. Spinal instability, adverse changes to the spine or deterioration including loss of proper spinal curvature.
19. Possible damage to implanted devices and/or associated catheters and/or wires.
20. Possible migration, malposition, incorrect orientation, breakage, early or late loosening, fatigue, deformation or wear debris of an implanted device or bone.
21. Scar tissue formation, or epidural fibrosis.
22. Reactions to transfused blood.
23. Retrograde ejaculation, sexual dysfunction, or sterility.
24. Possible additional hardware removal.
25. Possible cement extravasation with the kyphoplasty procedures.
26. Pressure on surrounding organs or pressure on the skin from components parts in patients with inadequate tissue coverage over the implant possibly causing skin penetration, irritation, and/or pain.
27. Non-union (or pseudarthrosis) delayed union, or mal-union.
28. Bone loss or decrease in bone density possibly caused by stress shielding.
29. Foreign body allergic or physiological reaction due to foreign body intolerance to implant, debris, corrosion of product, including metallosis, staining, tumor formation and/or autoimmune disease.
30. Development of respiratory problems, pulmonary embolus, atelectasis, bronchitis, pneumonia.
31. Meningitis.
32. Bone resorption.
33. Smoking can cause or increase the risk of pseudarthrosis (nonunion).
34. Herniated nucleus pulposus, disc disruption, or degeneration at, above, or below level of surgery.

No Guarantee: I have been told that the practice of medicine and surgery is not an exact science and that there are no guarantees or assurances made concerning the results of the procedure. I understand that there can be no guarantee that this procedure will improve my condition and that it may in fact worsen my condition. I acknowledge and understand that no guarantees or assurances have been made to me concerning the results of the procedure(s). No one has promised me any result of any kind. Should a dispute arise from my surgical procedure (s), I agree that all agreements shall be governed in all respects by the laws of the state where my procedure was performed, without regard to conflict of law provisions. I further agree that any claim or dispute, whether arising out of tort, contract, or statute I may have against LSI or any of their employees shall be exclusively resolved by a court located in the county where my procedure (s) was performed, and I agree to submit to the personal jurisdiction of the state court in that county for the purposes of litigating all such claims and disputes.


Alternatives: The physician has explained to me the alternatives to undergoing this procedure and that I may seek different treatment from another doctor. Some of the alternatives are:

1. Pain management
2. Physical Therapy
3. Open Procedure/different procedure
4. Analgesic and/or anti-inflammatory medications.

Patient Statement: I acknowledge that I have to the best of my ability informed my Physician or his staff of all known allergies, unusual reactions to medication, radiopaque media (dye used in x-ray), shellfish, and anesthetic agents. I acknowledge that the postoperative instructions and directions are to be followed for optimal recovery. I further authorize Laser Spine Institute to dispose of any specimen or tissue taken from my body or to retain specimen or tissues for whatever reason they deem appropriate, except for clinical research. I consent to the admittance and observation of the above operation(s) and/or special procedure(s) by qualified observers such as other physicians, nursing/medical students, technicians, and manufacturer's representative for the purpose of medical education provided my confidentiality is protected.

I consent to the testing of my blood for Hepatitis B, Hepatitis C, and HIV should an exposure to my blood or body fluids occur during the operation(s) and/or special procedure(s). Although I am aware not all procedures are filmed or videotaped, I give my permission that all the materials obtained in the course of and results from my care such as: photographs, video, films, MRIs, x-rays, including any and all related materials may be used in medical conferences/manuscripts and in other ways, such as public relations and patient education, provided my identity and confidentiality is protected. I recognize that during the course of the procedure, unforeseen, life threatening conditions may necessitate procedure(s) and/or treatment(s) for which I am providing consent. I acknowledge that the procedure(s) and/or surgeries are being performed in an Ambulatory Surgical Center and if complications occur during the course of my surgery I may need to be transferred or admitted to a hospital for further care and/or surgery.

MY SIGNATURE BELOW IS MY ACKNOWLEDGEMENT: (1) THAT I HAVE READ THIS ENTIRE FORM, (2) THAT I UNDERSTAND THIS FORM AND ITS CONTENTS TO MY SATISFACTION, (3) THAT ALL RISKS, BENEFITS AND ALTERNATIVES FOR THE PROCEDURES HAVE BEEN FULLY EXPLAINED TO ME TO MY SATISFACTION AND (4) THAT I HEREBY FREELY AND FULLY CONSENT TO THE PROCEDURES.

<b>Patient Authorized to Consent</b> 03/07/16 7:21 AM	<b>Witness Signed Consent on:</b> 03/07/16 7:21 AM
	Electronically Signed By: SULLINS, ASHAKI

**LSI Anesthesia Consent**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

Your surgeon has determined that anesthesia is required to be administered during your procedure. There are different types of anesthesia which are available: general anesthesia, regional anesthesia, minimal sedation, moderate sedation/analgesia, deep sedation/analgesia and local anesthetic injection at the surgery site.

Under general anesthesia, a patient is completely unconscious during the procedure. The patient is typically put to sleep via medications injected directly into the bloodstream through an intravenous line. Once unconscious, various medications will be administered to the patient, some of which will be breathed as gases. While under general anesthesia, it may be necessary to place a tube through a patient's mouth or nose and into the windpipe in order to assist breathing.

Regional anesthesia requires the injection of an anesthetic medication around the nerves of the area to be operated on, to cause a loss of feeling and temporary inability to move in that area.

With minimal sedation, moderate sedation/analgesia and deep sedation/analgesia, intravenous sedation medication is injected directly into the bloodstream and a local anesthetic medication may also be injected into the area involved in the procedure, thereby causing a loss of feeling in that area.

The anesthetic medications and techniques which will be used in your procedure will be determined by your anesthesia team and is based upon your medical history and the type of procedure to be performed. Additional techniques for pain control may include the placement of a pulse stimulator device (P-Stim or NeuroStim). Application of this device for surgical pain control will occur on the day of your surgery. It is also sometimes applied during an LSI clinic visit. The anesthesia team will have a detailed discussion with you about the various anesthetic techniques and available alternatives during your anesthesia visit in the LSI clinic before your surgery and you will have the opportunity to ask questions during this visit.


As with any other medical procedure, results of the administration of anesthetic cannot be guaranteed. Every type of pain relief and anesthesia has certain risks and hazards which may arise during anesthesia and/or surgery. Patients with apparently similar medical conditions may have varying responses to certain anesthetics and/or procedures. Risks and complications which are recognized by anesthesia providers and which can occur regardless of the experience, care, and skill of the anesthesia provider include, but are not limited to, nausea, vomiting, decreased blood pressure, pain and injury to the mouth,

throat, and vocal cords, tooth damage, allergic reaction, strokes, brain damage, liver damage, kidney damage, heart attacks, pneumonia, nerve damage, partial or complete paralysis, fever, infection, hematoma, phlebitis (inflammation and infection of the veins), and even death. Although the likelihood of a specific above listed complication may vary from anesthesia type to anesthesia type, the general areas of risk are the same for any anesthesia option chosen. During your procedure, if blood loss becomes excessive a cell saver may be used to re-introduce your own blood to you. Please refer to the cell saver consent for additional information. Your anesthesia provider will be happy to answer any questions you may have regarding cell saver transfusion practice and the administration of autologous (your own) blood. I understand that the anesthesia delivered may have no amnesia effect, and complete or partial recall of the surgical procedure may result.

I have discussed with the anesthesiologists and I understand the indications for the administration of anesthesia, the available procedures for the administration of anesthesia, the types of anesthetic medications which will be administered, the available alternatives to the types of anesthesia which have been recommended, and the known risks and complications of the recommended procedure to which I agree. I have asked all the questions which I have regarding the administration of anesthesia and the anesthesiologist have fully and completely answered my questions.

I understand that the type of anesthetic medication and the method for administration will be determined by my anesthesiologist after conferring with me. I understand that the type of anesthetic medication and/or method of administration may be changed during surgery as is deemed necessary by my anesthesiologist and/or surgeon.

I have read the above paragraphs and they have been explained to me prior to surgery to my satisfaction. I concur with the type and method of anesthesia which has been recommended by my anesthesiologist, and I request that I be anesthetized for my operation.

<b>Patient Authorized to Consent 03/07/16 7:22 AM</b>	<b>Witness Signed Consent on: 03/07/16 7:22 AM</b>
	Electronically Signed By: SULLINS, ASHAKI

**LSI Cell-Saver Consent (Perioperative Auto-Transfusion)**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

**PATIENT STATEMENT:** During any surgical procedure, a certain amount of blood loss may be anticipated. Laser Spine Institute ("LSI") uses the latest technology to capture and process the blood that you may lose and return it back to you.

**INTENDED BENEFITS:** The physician has explained to me that the intended benefits of the perioperative auto-transfusion are:

1. My own blood re-infused perioperatively
2. No requirement to pre-donate blood
3. Reduction of recovery time
4. Risks of blood borne pathogens and/or cross contamination significantly reduced
5. Prevention of hypovolemic shock

I understand that these intended benefits cannot be guaranteed and may not result from this procedure.

**RISKS:** The physician and other LSI professionals have explained to me that there are risks associated with the procedure(s). I understand that these risks include but are not limited to the following:

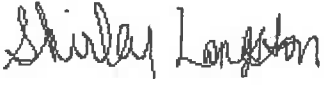
1. Embolism
2. Re-infusion of plasma free hemoglobin
3. Infection
4. Coagulation defects
5. Transfusion-associated circulatory/volume overload

ALTERNATIVES: The physician has explained to me the alternatives to undergoing the procedure(s) and that I may seek different treatment at other facilities outside of LSI. Some of the alternatives are:

1. IV Fluids such as lactated ringers to maintain and expand fluid volume
2. Biological Hemostasis Devices
3. Surgical coagulation devices

I consent to the use of auto-transfusion during my surgery and further consent that an authorized member of LSI may administer my blood back to me. Should I not require a transfusion of my blood, I further consent to the disposal of my blood in any manner deemed appropriate.

MY SIGNATURE BELOW IS MY ACKNOWLEDGEMENT: (1) THAT I HAVE READ THIS ENTIRE FORM, (2) THAT I UNDERSTAND THIS FORM AND ITS CONTENTS TO MY SATISFACTION, (3) THAT ALL RISKS, BENEFITS AND ALTERNATIVES FOR THE PROCEDURE HAVE BEEN FULLY EXPLAINED TO ME TO MY SATISFACTION AND (4) THAT I HEREBY FREELY AND FULLY CONSENT TO THE PROCEDURES.

Patient Authorized to Consent 03/07/16 7:22 AM	Witness Signed Consent on: 03/07/16 7:22 AM
	Electronically Signed By: SULLINS, ASHAKI

**LSI Advance Directives, Patient Rights, Privacy Practices, Disclosure of Ownership**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

Laser Spine Surgical Center requires the following notice be signed by each patient prior to scheduled procedure in order to be in compliance with the Self-Determination Act (PSDA) and laws and rules regarding advance directives. Advance directives are statements that indicate the type of medical treatment wanted or not wanted in the event an individual is unable to make those determinations and who is authorized to make those decisions. The advance directives are made and witnessed prior to serious illness or injury.

There are many types of advance directives, but the two most common forms are:

**Living Will:** These generally state the type of medical care an individual wants or does not want if he/she becomes unable to make his/her own decisions.

**Durable Power of Attorney for Health Care:** This is a signed, dated and witnessed paper naming another person as an individual's agent or proxy to make medical decisions for that individual if he/she should become unable to make his/her own decisions.

In the outpatient care setting, if a patient should suffer a cardiac or respiratory arrest or other life-threatening situation, the signed consent implies consent for resuscitation and transfer to a higher level of care. Therefore, in accordance with federal and state law, the facility is notifying you it will not honor previously signed advance directives for any patient. If you disagree, you must address this issue with your physician or certified registered nurse anesthetist prior to signing this form.

I have read and fully understand the information in this release form.

Additionally, I acknowledge that:

I have been given a copy of Patient Rights and Responsibilities for this facility


I have received a Notice to Patients regarding Disclosure of Physician Ownership interest in LSI, LLC.

Full Case Report from Surgical Case printed on 7/28/2017 at 3:37:53 PM

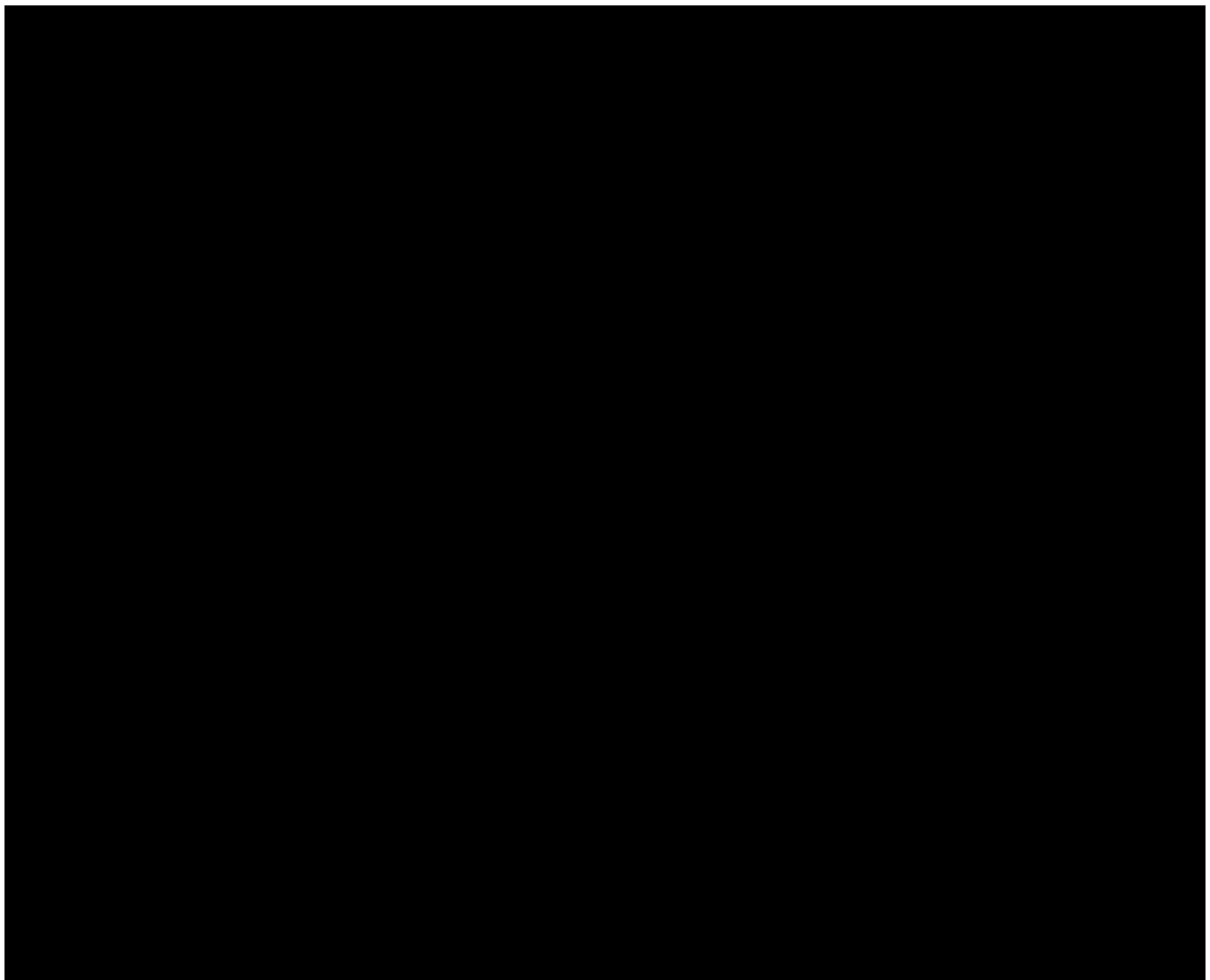
LSI000163



I hereby acknowledge that I have receive a copy of this practice's Notice of Privacy Practices. I understand that if I have questions or complaints regarding my privacy rights that I may contact the appropriate person as outlined in the Complaint section of the Notice of Privacy Practices. I further understand that the practice will offer me updates to this Notice of Privacy Practices should it be amended, modified, or changed in any way.

<b>Patient Authorized to Consent</b> 03/07/16 7:22 AM	<b>Witness Signed Consent on:</b> 03/07/16 7:22 AM
	Electronically Signed By: SULLINS, ASHAKI

Attachments: 1



**Consents/Attachments**

Admission Time: 13:25

**LSI Surgical Procedure Consent**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 / Date of Birth: 04/23/1971.

**Physician(s) Performing Surgery**

FRANCAVILLA, THOMAS [TFRANCAVILLA]

**Surgical Procedure(s)**

LEFT L5/S1 EXPLORATION OF SURGICAL INCISION SITE

**Patient Statement**

I authorize my Dr. and assistants of his choice to perform the above operation(s) and/or special procedure(s).

The physician has explained my prognosis and the risks of not having the surgery and/or procedure done. I understand that a LSI physician other than the physician that I saw in the clinic may conduct/perform my procedure(s). I understand this could be a physician undergoing additional training in LSI's specialized techniques. I understand that, should the need arise, my physician may request another LSI physician to assist with my procedure, and I authorize such physician to participate in the performance of the above-referenced operation(s) and/or special procedure(s).

During the course of my surgery, I understand there may be coexisting conditions that may be addressed in order to reach my optimal surgical outcome. Therefore, I expressly consent to any additional procedures, including but not limited to bilateral surgery if indicated, which are deemed necessary and warranted by my surgeon to remedy any coexisting conditions which may become apparent during my consented surgery and which are directly related to the surgical procedure that has been discussed with me. I understand that my express consent for additional surgical procedures does not mandate that my surgeon accept a duty to address those coexisting conditions at the time of my surgery, but rather provides my surgeon with the authority and consent to make an independent decision on whether the coexisting condition shall be addressed during my planned surgical procedure.

I also understand that my surgical procedure may include an intra-operative steroid injection or the administration of a steroid solution into the surgical site.

Intended Benefits: The physician has explained to me the intended benefits of the procedures, are:

1. Motor/Sensory Improvement; and
2. Decreased level of discomfort

I also understand that these intended benefits cannot be guaranteed and may not result from the procedure.

General Risks of Surgery: The physicians and other LSI professionals have explained that there are risks associated with surgery. I understand that these risks include but are not limited to the following:

1. My condition will not improve.
2. My condition will worsen.
3. Death.
4. Temporary or permanent disability.
5. Heart attack or stroke.
6. Admission to a hospital with prolonged hospitalization.
7. Potential allergic reaction.

Specific risks of the Surgery/Procedures: The physicians and other LSI professionals have explained that there are risks associated with the type of procedure I am having. I understand that these risks include, but are not limited to, the following:

1. Bone fracture, displacement or damage to bony structures during or after surgery.
2. Puncture of the outer covering of the spinal cord (dura) that may cause cerebral spinal fluid to drain.
3. Neurological damage, nerve damage, resulting in paralysis or weakness, or nerve root injury.
4. Increased numbness and/or sensitivity of the nerve root paths.
5. Surgery that does not relieve symptoms as expected.
6. No improvement in my current neurological condition.

**Ex. E**

7. Cardiac arrest and/or respiratory arrest.
8. Severe blood loss, bleeding, blood clots, deep vein thrombosis, thrombophlebitis, and pulmonary embolus.
9. Blindness/post operative visual loss in one or both eyes
10. Local, bone, blood, spine, kidney, bladder or brain infection.
11. A need for further surgery or more invasive surgery including fusion with or without hardware.
12. Continued pain and/or discomfort with or without radiculopathy.
13. Disc or vertebra prolapse.
14. A collection of fluid or blood at the surgical site that may require a return to surgery to evacuate.
15. Inflammation of the disc.
16. Severe headache that may require return to surgery.
17. Bowel and/or bladder dysfunction, including bowel perforation or peritonitis.
18. Spinal instability, adverse changes to the spine or deterioration including loss of proper spinal curvature.
19. Possible damage to implanted devices and/or associated catheters and/or wires.
20. Possible migration, malposition, incorrect orientation, breakage, early or late loosening, fatigue, deformation or wear debris of an implanted device or bone.
21. Scar tissue formation, or epidural fibrosis.
22. Reactions to transfused blood.
23. Retrograde ejaculation, sexual dysfunction, or sterility.
24. Possible additional hardware removal.
25. Possible cement extravasation with the kyphoplasty procedures.
26. Pressure on surrounding organs or pressure on the skin from components parts in patients with inadequate tissue coverage over the implant possibly causing skin penetration, irritation, and/or pain.
27. Non-union (or pseudarthrosis) delayed union, or mal-union.
28. Bone loss or decrease in bone density possibly caused by stress shielding.
29. Foreign body allergic or physiological reaction due to foreign body intolerance to implant, debris, corrosion of product, including metallosis, staining, tumor formation and/or autoimmune disease.
30. Development of respiratory problems, pulmonary embolus, atelectasis, bronchitis, pneumonia.
31. Meningitis.
32. Bone resorption.
33. Smoking can cause or increase the risk of pseudarthrosis (nonunion).
34. Herniated nucleus pulposus, disc disruption, or degeneration at, above, or below level of surgery.

No Guarantee: I have been told that the practice of medicine and surgery is not an exact science and that there are no guarantees or assurances made concerning the results of the procedure. I understand that there can be no guarantee that this procedure will improve my condition and that it may in fact worsen my condition. I acknowledge and understand that no guarantees or assurances have been made to me concerning the results of the procedure(s). No one has promised me any result of any kind. Should a dispute arise from my surgical procedure (s), I agree that all agreements shall be governed in all respects by the laws of the state where my procedure was performed, without regard to conflict of law provisions. I further agree that any claim or dispute, whether arising out of tort, contract, or statute I may have against LSI or any of their employees shall be exclusively resolved by a court located in the county where my procedure (s) was performed, and I agree to submit to the personal jurisdiction of the state court in that county for the purposes of litigating all such claims and disputes.


Alternatives: The physician has explained to me the alternatives to undergoing this procedure and that I may seek different treatment from another doctor. Some of the alternatives are:

1. Pain management
2. Physical Therapy
3. Open Procedure/different procedure
4. Analgesic and/or anti-inflammatory medications.

Patient Statement: I acknowledge that I have to the best of my ability informed my Physician or his staff of all known allergies, unusual reactions to medication, radiopaque media (dye used in x-ray), shellfish, and anesthetic agents. I acknowledge that the postoperative instructions and directions are to be followed for optimal recovery. I further authorize Laser Spine Institute to dispose of any specimen or tissue taken from my body or to retain specimen or tissues for whatever reason they deem appropriate, except for clinical research. I consent to the admittance and observation of the above operation(s) and/or special procedure(s) by qualified observers such as other physicians, nursing/medical students, technicians, and manufacturer's representative for the purpose of medical education provided my confidentiality is protected. I consent to the testing of my blood for Hepatitis B, Hepatitis C, and HIV should an exposure to my blood or body fluids occur during the operation(s) and/or special procedure(s). Although I am aware not all procedures are filmed or videotaped, I give my permission that all the materials obtained in the course of and results from my care such as: photographs, video, films, MRIs, x-rays, including any and all related materials may be used in medical conferences/manuscripts and in other

ways, such as public relations and patient education, provided my identity and confidentiality is protected. I recognize that during the course of the procedure, unforeseen, life threatening conditions may necessitate procedure(s) and/or treatment(s) for which I am providing consent. I acknowledge that the procedure(s) and/or surgeries are being performed in an Ambulatory Surgical Center and if complications occur during the course of my surgery I may need to be transferred or admitted to a hospital for further care and/or surgery.

MY SIGNATURE BELOW IS MY ACKNOWLEDGEMENT: (1) THAT I HAVE READ THIS ENTIRE FORM, (2) THAT I UNDERSTAND THIS FORM AND ITS CONTENTS TO MY SATISFACTION, (3) THAT ALL RISKS, BENEFITS AND ALTERNATIVES FOR THE PROCEDURES HAVE BEEN FULLY EXPLAINED TO ME TO MY SATISFACTION AND (4) THAT I HEREBY FREELY AND FULLY CONSENT TO THE PROCEDURES.

Patient Authorized to Consent 03/08/16 1:57 PM	Witness Signed Consent on: 03/08/16 1:57 PM
	Electronically Signed By: GOODYEAR, EMILY

**LSI Anesthesia Consent**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

Your surgeon has determined that anesthesia is required to be administered during your procedure. There are different types of anesthesia which are available: general anesthesia, regional anesthesia, minimal sedation, moderate sedation/analgesia, deep sedation/analgesia and local anesthetic injection at the surgery site.

Under general anesthesia, a patient is completely unconscious during the procedure. The patient is typically put to sleep via medications injected directly into the bloodstream through an intravenous line. Once unconscious, various medications will be administered to the patient, some of which will be breathed as gases. While under general anesthesia, it may be necessary to place a tube through a patient's mouth or nose and into the windpipe in order to assist breathing.

Regional anesthesia requires the injection of an anesthetic medication around the nerves of the area to be operated on, to cause a loss of feeling and temporary inability to move in that area.

With minimal sedation, moderate sedation/analgesia and deep sedation/analgesia, intravenous sedation medication is injected directly into the bloodstream and a local anesthetic medication may also be injected into the area involved in the procedure, thereby causing a loss of feeling in that area.

The anesthetic medications and techniques which will be used in your procedure will be determined by your anesthesia team and is based upon your medical history and the type of procedure to be performed. Additional techniques for pain control may include the placement of a pulse stimulator device (P-Stim or NeuroStim). Application of this device for surgical pain control will occur on the day of your surgery. It is also sometimes applied during an LSI clinic visit. The anesthesia team will have a detailed discussion with you about the various anesthetic techniques and available alternatives during your anesthesia visit in the LSI clinic before your surgery and you will have the opportunity to ask questions during this visit.

As with any other medical procedure, results of the administration of anesthesia cannot be guaranteed. Every type of pain relief and anesthesia has certain risks and hazards which may arise during anesthesia and/or surgery. Patients with apparently similar medical conditions may have varying responses to certain anesthetics and/or procedures. Risks and complications which are recognized by anesthesia providers and which can occur regardless of the experience, care, and skill of the anesthesia provider include, but are not limited to, nausea, vomiting, decreased blood pressure, pain and injury to the mouth, throat, and vocal cords, tooth damage, allergic reaction, strokes, brain damage, liver damage, kidney damage, heart attacks, pneumonia, nerve damage, partial or complete paralysis, fever, infection, hematoma, phlebitis (inflammation and infection of the veins), and even death. Although the likelihood of a specific above listed complication may vary from anesthesia type to anesthesia type, the general areas of risk are the same for any anesthesia option chosen. During your procedure, if blood loss

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becomes excessive a cell saver may be used to re-introduce your own blood to you. Please refer to the cell saver consent for additional information. Your anesthesia provider will be happy to answer any questions you may have regarding cell saver transfusion practice and the administration of autologous (your own) blood. I understand that the anesthesia delivered may have no amnesia effect, and complete or partial recall of the surgical procedure may result.

I have discussed with the anesthesiologists and I understand the indications for the administration of anesthesia, the available procedures for the administration of anesthesia, the types of anesthetic medications which will be administered, the available alternatives to the types of anesthesia which have been recommended, and the known risks and complications of the recommended procedure to which I agree. I have asked all the questions which I have regarding the administration of anesthesia and the anesthesiologist have fully and completely answered my questions.

I understand that the type of anesthetic medication and the method for administration will be determined by my anesthesiologist after conferring with me. I understand that the type of anesthetic medication and/or method of administration may be changed during surgery as is deemed necessary by my anesthesiologist and/or surgeon.

I have read the above paragraphs and they have been explained to me prior to surgery to my satisfaction. I concur with the type and method of anesthesia which has been recommended by my anesthesiologist, and I request that I be anesthetized for my operation.

<b>Patient Authorized to Consent 03/08/16 1:57 PM</b>	<b>Witness Signed Consent on: 03/08/16 1:57 PM</b>
	Electronically Signed By: GOODYEAR, EMILY

**LSI Cell-Saver Consent (Perioperative Auto-Transfusion)**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

PATIENT STATEMENT: During any surgical procedure, a certain amount of blood loss may be anticipated. Laser Spine Institute ("LSI") uses the latest technology to capture and process the blood that you may lose and return it back to you.

INTENDED BENEFITS: The physician has explained to me that the intended benefits of the perioperative auto-transfusion are:

1. My own blood re-infused perioperatively
2. No requirement to pre-donate blood
3. Reduction of recovery time
4. Risks of blood borne pathogens and/or cross contamination significantly reduced
5. Prevention of hypovolemic shock

I understand that these intended benefits cannot be guaranteed and may not result from this procedure.

RISKS: The physician and other LSI professionals have explained to me that there are risks associated with the procedure(s). I understand that these risks include but are not limited to the following:

1. Embolism
2. Re-infusion of plasma free hemoglobin
3. Infection
4. Coagulation defects
5. Transfusion-associated circulatory/volume overload

ALTERNATIVES: The physician has explained to me the alternatives to undergoing the procedure(s) and that I may seek different treatment at other facilities outside of LSI. Some of the alternatives are:

1. IV Fluids such as lactated ringers to maintain and expand fluid volume
2. Biological Hemostasis Devices


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3. Surgical coagulation devices

I consent to the use of auto-transfusion during my surgery and further consent that an authorized member of LSI may administer my blood back to me. Should I not require a transfusion of my blood, I further consent to the disposal of my blood in any manner deemed appropriate.

MY SIGNATURE BELOW IS MY ACKNOWLEDGEMENT: (1) THAT I HAVE READ THIS ENTIRE FORM, (2) THAT I UNDERSTAND THIS FORM AND ITS CONTENTS TO MY SATISFACTION, (3) THAT ALL RISKS, BENEFITS AND ALTERNATIVES FOR THE PROCEDURE HAVE BEEN FULLY EXPLAINED TO ME TO MY SATISFACTION AND (4) THAT I HEREBY FREELY AND FULLY CONSENT TO THE PROCEDURES.

Patient Authorized to Consent 03/08/16 1:58 PM	Witness Signed Consent on: 03/08/16 1:58 PM
	Electronically Signed By: GOODYEAR, EMILY

**LSI Advance Directives, Patient Rights, Privacy Practices, Disclosure of Ownership**

**Patient Information**

Name: LANGSTON, SHIRLEY. Account Number: 222090 /. Date of Birth: 04/23/1971.

**Patient Statement**

Laser Spine Surgical Center requires the following notice be signed by each patient prior to scheduled procedure in order to be in compliance with the Self-Determination Act (PSDA) and laws and rules regarding advance directives. Advance directives are statements that indicate the type of medical treatment wanted or not wanted in the event an individual is unable to make those determinations and who is authorized to make those decisions. The advance directives are made and witnessed prior to serious illness or injury.

There are many types of advance directives, but the two most common forms are:

**Living Will:** These generally state the type of medical care an individual wants or does not want if he/she becomes unable to make his/her own decisions.

**Durable Power of Attorney for Health Care:** This is a signed, dated and witnessed paper naming another person as an individual's agent or proxy to make medical decisions for that individual if he/she should become unable to make his/her own decisions.

In the outpatient care setting, if a patient should suffer a cardiac or respiratory arrest or other life-threatening situation, the signed consent implies consent for resuscitation and transfer to a higher level of care. Therefore, in accordance with federal and state law, the facility is notifying you it will not honor previously signed advance directives for any patient. If you disagree, you must address this issue with your physician or certified registered nurse anesthetist prior to signing this form.

I have read and fully understand the information in this release form.

Additionally, I acknowledge that:

I have been given a copy of Patient Rights and Responsibilities for this facility


I have received a Notice to Patients regarding Disclosure of Physician Ownership interest in LSI, LLC.

I hereby acknowledge that I have receive a copy of this practice's Notice of Privacy Practices. I understand that if I have questions or complaints regarding my privacy rights that I may contact the appropriate person as outlined in the Complaint section of the Notice of Privacy Practices. I further understand that the practice will offer me updates to this Notice of

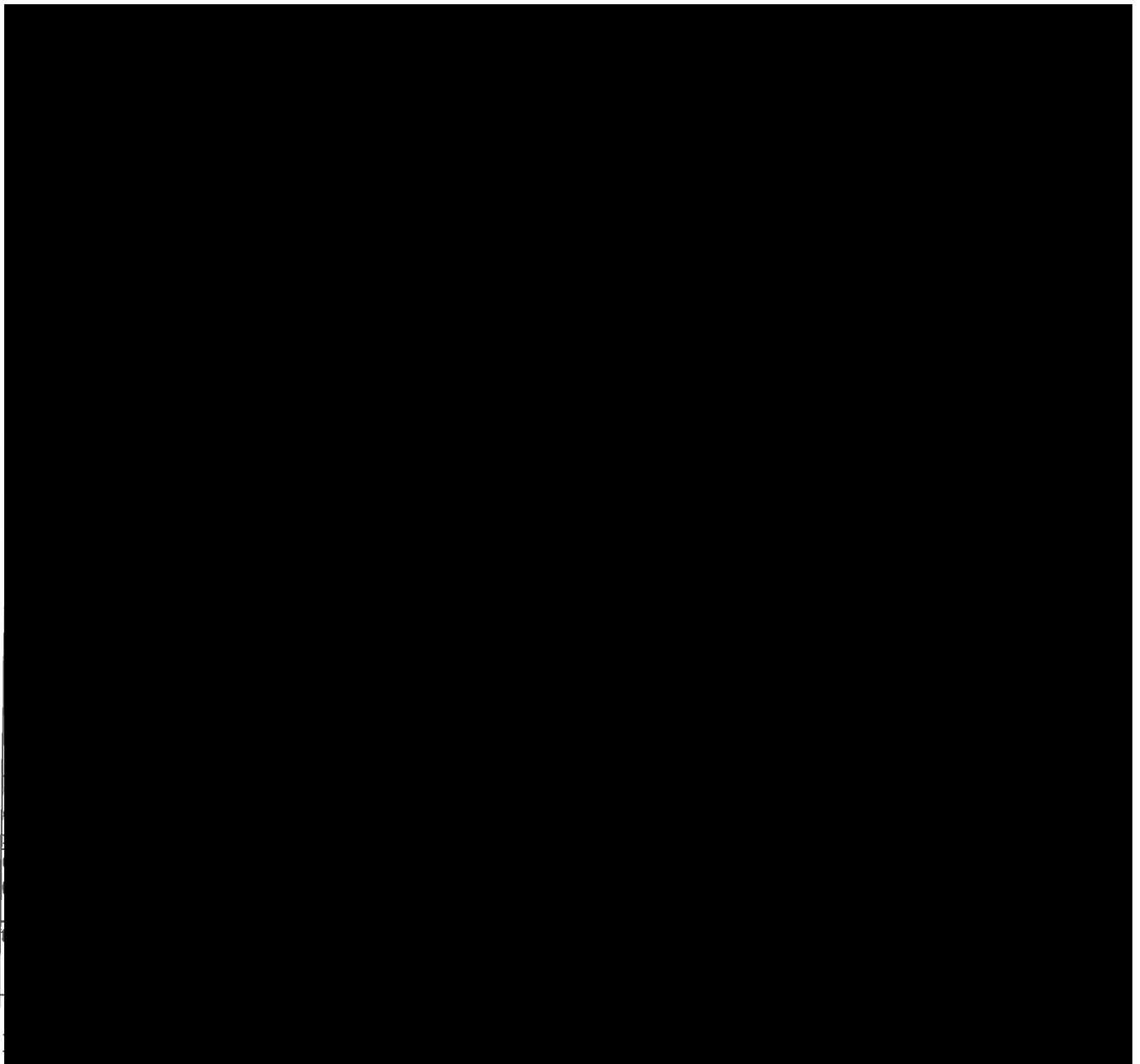
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Privacy Practices should it be amended, modified, or changed in any way.

<b>Patient Authorized to Consent 03/08/16 1:58 PM</b>	<b>Witness Signed Consent on: 03/08/16 1:58 PM</b>
	Electronically Signed By: GOODYEAR, EMILY

Attachments: 6



LSI000236

**Progress Record:**

Anesthesia Type: General with LMA  
IV  
Local

Pre-Op Dx: Spinal stenosis lumbosacral region  
Other intervertebral disc displacement lumbar region

Post Op Dx: Spinal stenosis lumbosacral region  
Other intervertebral disc displacement lumbar region  
Accidental puncture or laceration of dura during a procedure\*

Procedure: Left L5/S1 L/F/DNR (63030)  
Operating Microscope [69990]  
Right L5/S1 DTA of the Paravertebral Facet Joints, with imaging guidance (64636)  
Right L4/5 DTA of the Paravertebral Facet Joints, with imaging guidance (64636)  
Left L4/5 DTA of the Paravertebral Facet Joints, with imaging guidance (64636)  
Dural Leak Repair from this Surgery (63707)

Tissue Removed: Yes

Notes: bone, ligament and soft tissue

Tissue Removed Action: Discarded

Complications: Yes

Notes: duraleak

Estimated Blood Loss: 25cc

Total Input Fluids: 2200

Total Output Urine: 500

**X-Ray Exposure:**

Time 1	Time 2
9 sec	

Surgeon Signature: FRANCAVILLA, THOMAS on 03/07/16 at 09:32.

**Intra-Operative Findings****Complications**

Complications: Yes

Procedure terminated: No

**Physician Operative Report****Operative Report:**

**CHIEF COMPLAINT:** Low back pain, left leg pain. The patient is a 44-year-old woman whose chief complaint is pain in the left lower gluteal area. This been going on for years, refractory to conservative measures. Her leg pains hurt more than her back and the left side significantly more than the right. No bowel or bladder dysfunctions. The pain daily is worsened with activity. On examination, spine is nontender to palpation. She points to a specific area over the sacroiliac area, which is the cause of pain. Straight-leg raising is negative. Reduced range of motion of flexion and extension. Good bulk, strength, tone. Normal appreciation to light touch. Normal reflexes. Normal station and gait. Her cervical incision is healing well. A selective nerve root block was positive L5-S1 for 80% relief of her pain. MRI shows degenerative disc multiple levels with some lateral recess narrowing at multiple levels. **IMPRESSION:** I think it is reasonable to address L5-S1 on the symptomatic left side with the MRI findings and the positive selective nerve root block correlating with the area of pain. We went through the risks, benefits and alternatives to a laminotomy and foraminotomy with decompression of the nerve root here. She had a procedure performed by myself last week and she is doing well from that. She is aware of the risks. Thomas L Francavilla, MD  
TLF/lj DD: 03/07/2016 DT: 03/07/2016 MR#222090 FVREF#129365 Langston, Shirley

**SURGEON:** Thomas L Francavilla MD  
**ANESTHESIOLOGIST:** Eric Nazareth MD / Traci Bazzano CRNA  
**ANESTHESIA:** General with LMA  
**ESTIMATED BLOOD LOSS:** 25mL  
**BLOOD REPLACEMENT:** None

# Ex. D





Vision: To be the Healthiest State in the Nation

**Initial Application for Licensure**  
**Florida Board of Medicine**  
**Florida Department of Health**

**Basic Data**

Profession: MEDICAL DOCTOR  
 Application Type: INITIAL LICENSURE ENDORSEMENT  
 Name: DR. THOMAS LOUIS FRANCAVILLA  
 Date of Birth: 06/29/1957  
 Place of Birth: NEW YORK, NY  
 Citizenship: UNITED STATES  
 Email Address: TLFRANCAVILLA@HOTMAIL.COM  
 Modifier: NICA Non-Participating

**Mailing Address**

2008 2008 BAYOU LA PORTE DRIVE  
 BILOXI, MS 39531

**Physical Location or Address of Employment**

1340 BROAD AVENUE  
 SUITE 440  
 GULFPORT, MS 39501

**Phone Numbers**

Primary: 228-563-0510  
 Alternate:

**Equal Opportunity Data**

Gender: MALE  
 Race: WHITE

**Education History**

Will you be using FCVS to assist you in the licensure process?

Your answer: **NO**

School Name: OTHER School Name: THE GEORGE WASHINGTON UNIVERSITY School Address: 800 21ST ST NW WASHINGTON, DC 20052 Degree: Bachelor Degree Date Attended From: 08/01/1975 Date Attended To: 05/31/1979 Graduation Date: 05/31/1979	School Name: OTHER School Name: GEORGETOWN UNIVERSITY School Address: 37TH AND O STREETS, N.W. WASHINGTON, DC 20057 Degree: Masters Degree Date Attended From: 08/01/1979 Date Attended To: 05/31/1981 Graduation Date: 05/31/1981
School Name: TUFTS UNIVERSITY SCHOOL OF MEDICINE School Address: 145 HARRISON AVENUE BOSTON, MA 02111 Degree: MD Date Attended From: 08/01/1981 Date Attended To: 05/01/1985 Graduation Date: 05/01/1985	School Name: School Address: Degree: Date Attended From: Date Attended To: Graduation Date:

Have you ever defaulted on any health education loan or scholarship obligation?

Your answer: **NO**

If you are an international medical graduate, did you perform your core clerkships in the United States?

Your answer: **NO****Postgraduate Training**

Ex. F

Program Name:	WASHINGTON HOSPITAL CENTER	Program Name:	GEORGE WASHINGTON UNIVERSITY MEDICAL CENTER
Program City:	WASHINGTON	Program City:	WASHINGTON
Program State or Country:	DISTRICT OF COLUMBIA	Program State or Country:	DISTRICT OF COLUMBIA
Program Type:	INTERNSHIP	Program Type:	RESIDENCY
Specialty Area:	GS - SURGERY	Specialty Area:	NEUROSURGERY
Date From:	07/01/1985	Date From:	07/01/1986
Date To:	06/30/1986	Date To:	06/30/1991
Did you receive credit?	Yes	Did you receive credit?	Yes

Have you ever been dropped, suspended, placed on probation, asked to resign or expelled from any postgraduate training program?

Your answer: **NO**

Was attendance in a postgraduate training program for a period other than the established timeframe or were you required to repeat any of your postgraduate training including classes, test/exams, lectures or any other part of the curriculum?

Your answer: **NO**

Did you take any type of break or leave of absence for any reason during your postgraduate training?

Your answer: **NO**

#### **Other Name History**

Have you ever changed your name through marriage, naturalization or action of a court or have you been known by any other names?

Your answer: **NO**

#### **Other State Licenses**

License Number:	ME64320	License Number:	MD.18447
License Type:	MEDICAL DOCTOR	License Type:	MEDICAL DOCTOR
Original Date Issued:	06/21/1993	Original Date Issued:	08/17/1994
Date of Expiration:	01/31/2000	Date of Expiration:	12/31/2014
Country:	UNITED STATES	Country:	UNITED STATES
State:	FLORIDA	State:	ALABAMA
License Number:	21875	License Number:	MD044030L
License Type:	MEDICAL DOCTOR	License Type:	MEDICAL DOCTOR
Original Date Issued:	02/14/2012	Original Date Issued:	04/23/1991
Date of Expiration:	06/30/2014	Date of Expiration:	12/31/1994
Country:	UNITED STATES	Country:	UNITED STATES
State:	MISSISSIPPI	State:	PENNSYLVANIA

#### **Year Began Practice**

1985

#### **Practice Employment**

Employment Type:	Non-Employment	Employment Type:	Employment
Practice Begin Date:	05/02/1985	Employer Name:	WASHINGTON HOSPITAL CENTER
Practice End Date:	06/30/1985	Address Line 1:	110 IRVING STREET, NW
Description:	MOVING AND AWAITING START OF INTERNSHIP PROGRAM	Address Line 2:	SUITE G253
		City:	WASHINGTON
		State:	DC
		Title of Position:	INTERN, GENERAL SURGERY
		Practice Begin Date:	07/01/1985
		Practice End Date:	06/30/1986
Employment Type:	Employment	Employment Type:	Employment
Employer Name:	GEORGE WASHINGTON UNIVERSITY	Employer Name:	NEUROSURGICAL ASSOCIATES, PA
Address Line 1:	2150 PENNSYLVANIA AVENUE, NW	Address Line 1:	1 MEDICAL CENTER BLVD.
Address Line 2:	SUITE 7-420	Address Line 2:	
City:	WASHINGTON	City:	CHESTER
State:	DC	State:	PA
Title of Position:	RESIDENT, NEUROSURGERY	Title of Position:	NEUROSURGEON
Practice Begin Date:	07/01/1986	Practice Begin Date:	07/01/1991
Practice End Date:	06/30/1991	Practice End Date:	06/30/1993

Employment Type: Employment Employer Name: THOMAS FRANCAVILLA, M.D., P Address Line 1: 1314 SE 2ND AVENUE Address Line 2: City: FORT LAUDERDALE State: FL Title of Position: NEUROSURGEON Practice Begin Date: 07/01/1993 Practice End Date: 09/10/1994	Employment Type: Employment Employer Name: ALABAMA NEUROSURGEONS, PC Address Line 1: 500 HUGH DANIEL DRIVE Address Line 2: City: BIRMINGHAM State: AL Title of Position: NEUROSURGEON Practice Begin Date: 09/10/1994 Practice End Date: 11/01/2001
Employment Type: Employment Employer Name: THE BRAIN AND SPINE CENTER Address Line 1: 509 BROOKWOOD BLVD Address Line 2: City: BIRMINGHAM State: AL Title of Position: NEUROSURGEON Practice Begin Date: 11/01/2001 Practice End Date: 03/31/2012	Employment Type: Employment Employer Name: GULF COAST BRAIN AND SPINE, MEMORIAL HOSPITAL OF GULFPORT Address Line 1: 1340 BROAD AVENUE Address Line 2: SUITE 440 City: GULFPORT State: MS Title of Position: NEUROSURGEON Practice Begin Date: 03/31/2012 Practice End Date:

Have you ever had employment terminated for cause?

Your answer: **NO**

### **Faculty Appointment**

Do you currently hold a faculty appointment at a medical school?

Your answer: **NO**

### **Graduate Medical Education**

Have you had responsibility for graduate medical education within the last 10 years?

Your answer: **NO**

### **Staff Privileges**

Do you currently hold staff privileges in any hospital, health institution, clinic or medical facility?

Your answer: **YES**

Name of institution:	OUT OF STATE
Name of Institution:	MEMORIAL HOSPITAL OF GULFPORT
City:	GULFPORT
State:	MISSISSIPPI
Date From:	03/31/2012
Date To:	
Types of privileges:	ACTIVE, NEUROSURGERY

### **Specialty Board Certification**

Are you certified by any specialty board recognized by the American Board of Medical Specialties or specialty board approved by the Florida Board of Medicine?

Your answer: **YES**

Specialty Board:	AMERICAN BOARD OF NEUROLOGICAL SURGERY
Certification:	NS - NEUROLOGICAL SURGERY
Date of Certification:	07/01/1995

### **Drug Enforcement Administration Questions**

Have you ever been warned or called before the United States Drug Enforcement Administration (DEA)?

Your answer: **NO**

Have you ever been made an offer to compromise or entered into any arrangement plea, or agreement instead of a federal prosecution for a drug violation regulated by DEA?

Your answer: **NO**

Have you ever been denied or surrendered a DEA registration?

Your answer: **NO**

### **Mandatory Continuing Medical Education (CME)**

I hereby certify that since June 1, 2002, I have completed a minimum of two (2) hours of Prevention of Medical Errors continuing medical education as defined by s. 456.013(7), Florida Statutes.

### **Electronic Fingerprinting**

The Florida Care Provider Background Screening Clearinghouse is unavailable at this time.

### **Acknowledgement Statement**

I have been provided and read the statement from the Florida Department of Law Enforcement regarding the sharing, retention, privacy, and right to challenge incorrect criminal history records and the "Privacy Statement" document from the Federal Bureau of Investigation.

Your answer: **YES**

### **Criminal History**

Have you ever been convicted of, or entered a plea of guilty, nolo contendere, or no contest to, a crime in any jurisdiction other than a minor traffic offense?

Your answer: **NO**

### **Specialty Board Discipline History**

Have you ever had any final disciplinary action taken against you by a specialty board or similar national organization?

Your answer: **NO**

### **Discipline History**

Have you ever had any professional license or license to practice medicine revoked, suspended, placed on probation, received a citation, or other disciplinary action taken in any state, territory or country?

Your answer: **NO**

Have you ever had any staff privileges denied, suspended, revoked, modified, restricted, or placed on probation, or have you been asked to resign or take a temporary leave of absence or otherwise acted against by any facility?

Your answer: **NO**

Have you ever been asked, or allowed to resign from any facility instead of disciplinary action or during any pending investigations into your practice?

Your answer: **NO**

Have you ever had any staff privileges restricted or not renewed by any facility instead of disciplinary action?

Your answer: **NO**

Have you had any application for a medical license or professional license denied by any state board or other governmental agency of any state, territory, or country?

Your answer: **NO**

Have you ever been allowed to withdraw an application for medical licensure for any reason or during a pending investigation in any jurisdiction in lieu of your license being denied?

Your answer: **NO**

Have you ever been notified, invited or required to appear before any licensing agency for a hearing on a complaint of any nature including, but not limited to, a charge or violation of the Medical Practice Act, involving unprofessional or unethical conduct?

Your answer: **NO**

Have you ever been denied or been excluded from Medicare and/or state health care programs?

Your answer: **NO**

Are you currently under investigation in any jurisdiction for an act or offense that would constitute a violation of Section 458.331, Florida Statutes?

Your answer: **NO**

### **United States Military and/or Public Health Service**

Have you ever been in the United States Military and/or Public Health Service?

Your answer: **NO**

## **Questions related to Section 456.0635(2), Florida Statutes**

Have you been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a felony under Chapter 409, F.S. (relating to social and economic assistance), Chapter 817, F.S. (relating to fraudulent practices), Chapter 893, F.S. (relating to drug abuse prevention and control) or a similar felony offense(s) in another state or jurisdiction?

Your answer: **NO**

For the felonies of the first or second degree, has it been more than 15 years from the date of the plea, sentence and completion of any subsequent probation?

Your answer: **N/A**

For the felonies of the third degree, has it been more than 10 years from the date of the plea, sentence and completion of any subsequent probation? (This question does not apply to felonies of the third degree under Section 893.13(6)(a), Florida Statutes).

Your answer: **N/A**

For the felonies of the third degree under Section 893.13(6)(a), Florida Statutes, has it been more than 5 years from the date of the plea, sentence and completion of any subsequent probation?

Your answer: **N/A**

Have you successfully completed a drug court program that resulted in the plea for the felony offense being withdrawn or the charges dismissed?

Your answer: **N/A**

Have you been convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a felony under 21 U.S.C. ss. 801-970 (relating to controlled substances) or 42 U.S.C. ss. 1395-1396 (relating to public health, welfare, Medicare and Medicaid issues)?

Your answer: **NO**

Has it been more than 15 years before the date of application since the sentence and any subsequent period of probation for such conviction or plea ended?

Your answer: **N/A**

Have you ever been terminated for cause from the Florida Medicaid Program pursuant to Section 409.913, Florida Statutes?

Your answer: **NO**

If you have been terminated but reinstated, have you been in good standing with the Florida Medicaid Program for the most recent five years?

Your answer: **N/A**

Have you ever been terminated for cause, pursuant to the appeals procedures established by the state, from any other state Medicaid program?

Your answer: **NO**

Have you been in good standing with a state Medicaid program for the most recent five years?

Your answer: **N/A**

Did the termination occur at least 20 years before the date of this application?

Your answer: **N/A**

Are you currently listed on the United States Department of Health and Human Services Office of Inspector General's List of Excluded Individuals and Entities?

Your answer: **NO**

On or before July 1, 2009, were you enrolled in an educational or training program in the profession in which you are seeking licensure that was recognized by this profession's licensing board or the Department of Health?

Your answer: **N/A**

## **Additional Information**

### **Availability for disaster**

As a Florida licensed physician, are you willing to provide health care services in special need shelters or to work with disaster medical teams during times of emergency or major disasters?

Your answer: **NO**

### **Financial Responsibility**

I do not practice medicine in the State of Florida.

### **Liability Claims**

Within the last 10 years have you had any liability claim(s) or action(s) for damages for personal injury settled or finally adjudicated in an amount that exceeds \$100,000.00?

Your answer: **NO**

Have you ever had a judgment entered against you for medical malpractice where the incident(s) of malpractice occurred after November 2, 2004?

Your answer: **NO**

### **Military Veteran Fee Waiver**

Date of Discharge:

Your answer: **N/A**

### **Confidential Information**

Name: DR. THOMAS LOUIS FRANCAVILLA  
Social Security Number: XXX-XX-0675

This information is exempt from public records disclosure. The Department of Health is required and authorized to collect Social Security Numbers relating to applications for professional licensure pursuant to Title 42 USCS § 666 (a)(13). For all professions regulated under chapter 456, Florida Statutes, the collection of Social Security Numbers is required by section 456.013 (1)(a), Florida Statutes.

### **Examination History**

Exam:	NBME	Exam:
Exam Date:	03/05/1986	Exam Date:

This information is exempt from public records disclosure because it contains exam grades as described by section 456.014 (1), Florida Statutes.

### **Health History**

In the last five years, have you been enrolled in, required to enter into, or participated in any drug or alcohol recovery program or impaired practitioner program for treatment of drug or alcohol abuse that occurred within the past five years?

Your answer: **NO**

In the last five years, have you been admitted or referred to a hospital, facility or impaired practitioner program for treatment of a diagnosed mental disorder or impairment?

Your answer: **NO**

In the last five years, have you been treated for or had a recurrence of a diagnosed mental disorder that has impaired your ability to practice medicine within the last five years?

Your answer: **NO**

In the last five years, have you been treated for or had a recurrence of a diagnosed physical disorder that has impaired your ability to practice medicine?

Your answer: **NO**

In the last five years, were you admitted or directed into a program for the treatment of a diagnosed substance-related (alcohol/drug) disorder, or if you were previously in such a program, did you suffer a relapse within the last five years?

Your answer: **NO**

During the last five years, have you been treated for or had a recurrence of a diagnosed substance-related (alcohol/drug) disorder that has impaired your ability to practice medicine within the past five years?

Your answer: **NO**

This information is exempt from public records disclosure because it contains medical information as described by Section 456.014 (1), Florida Statutes.

## **Application Statement**

☒ I state that these statements are true and correct. I recognize that providing false information may result in denial of licensure, disciplinary action against my license, or criminal penalties pursuant to Sections 456.067, 775.083, and 775.084, Florida Statutes. I state that I have read Chapters 456, 458 and 766.301-.316, Florida Statutes and Chapter 64B8, Florida Administrative Code.

I hereby authorize all hospitals, institutions or organizations, my references, personal physicians, employers (past and present), and all governmental agencies and instrumentalities (local, state, federal, or foreign) to release to the Florida Board of Medicine information which is material to my application for licensure.

I have carefully read the questions in the foregoing application and have answered them completely, without reservations of any kind. I state that my answers and all statements made by me herein are true and correct. Should I furnish any false information in this application, I hereby agree that such act constitutes cause for denial, suspension, or revocation of my license to practice Medicine in the State of Florida. If there are any changes to my status or any change that would affect any of my answers to this application I must notify the Board within 30 days. I understand that my records are protected under federal and state regulations governing Confidentiality of Mental Health Patient Records and cannot be disclosed without my written consent unless otherwise provided in the regulations. I understand that my records are protected under federal and state regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42CFR Part 2, and cannot be disclosed without my written consent unless otherwise provided in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance upon it.

IN THE CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION

SHIRLEY LANGSTON and  
JOHN LANGSTON,

Plaintiffs,

v.

Case No. 17-CA-10423

LASER SPINE INSTITUTE, LLC and  
DR. THOMAS L. FRANCAVILLA, M.D.,

Division B

Defendants.

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**DEFENDANT'S NOTICE OF FILING**

Defendant, Laser Spine Institute, LLC, files the attached Affidavit on Behalf of Laser Spine Institute, LLC Regarding Company Structure.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY pursuant to Florida Rule of Judicial Administration 2.516, that the foregoing has been furnished via E-Service on this 21<sup>st</sup> day of March, 2018 to: Donald J. Schutz, Esquire, 535 Central Avenue, St. Petersburg, FL 33701 (donschutz@netscape.net; don@lawus.com).

/s/ Jeffrey D. Thompson  
JEFFREY D. THOMPSON, ESQ.  
Florida Bar Number 64089  
BETHANY N. WHARRIE, ESQ.  
Florida Bar Number 99217  
5332 Avion Park Drive  
Tampa, FL 33607  
Ph: 813-392-7636  
Fax: 813-330-2307  
jthompson@laserspineinstitute.com  
Counsel for Defendants

Ex. H



**IN THE CIRCUIT COURT OF HILLSBOROUGH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION**

SHIRLEY LANGSTON and  
JOHN LANGSTON,

Plaintiffs,

v.

Case No. 17-CA-10423

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Defendants.

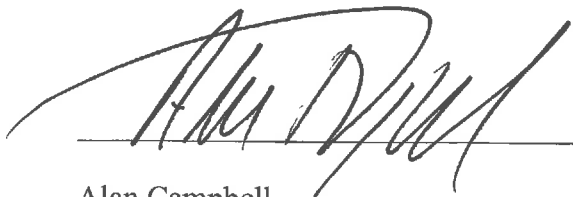
\_\_\_\_\_ /

**AFFIDAVIT ON BEHALF OF LASER SPINE INSTITUTE, LLC  
REGARDING COMPANY STRUCTURE**

Comes the Affiant, Alan Campbell, being duly sworn and states as follows:

I, Alan Campbell, being over the age of eighteen (18) years, am the Chief Financial Officer (CFO) of Laser Spine Institute, LLC.

Laser Spine Institute, LLC is a registered Florida Limited Liability Company, active and in good standing. It has been so registered with the State of Florida since November 18, 2004. Laser Spine Institute, LLC was formed and exists to provide health care through the professional activity of health care providers. Laser Spine Institute, LLC employs licensed health care providers such as Medical Doctors and Physicians licensed under Chapter 458 of the Florida Statutes; Osteopaths licensed under Chapter 459 of the Florida Statutes; and Nurses licensed under Chapter 464 of the Florida Statutes.

  
\_\_\_\_\_  
Alan Campbell

3/20/18  
\_\_\_\_\_  
Date Signed

State of Florida )

County of Hillsborough )

Sworn to and subscribed before me on this 20<sup>th</sup> day March, 2018 by Alan Campbell,  
who is personally known and identified by me.



(Signature of Notary Public - State of Florida)



**LAURA D WISEMAN**

MY COMMISSION # GG096348

EXPIRES April 20, 2021

(Print, Type, or Stamp Commissioned Name of Notary Public)

Commission expires

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

In re:

Laser Spine Institute, LLC<sup>1</sup>  
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,

Consolidated Case No:  
2019-CA-2762

To:

Soneet Kapila,

Division L

Assignee.

**ORDER GRANTING IN PART AND DENYING,  
WITHOUT PREJUDICE, IN PART MOTIONS TO  
DETERMINE ASSIGNOR'S SELF-INSURANCE COMPLIANCE**

THIS CASE came on for continued hearing on July 30, 2019 at 3:00 p.m. upon Motions to Determine Self-Insurance Compliance filed by (i) Shirley and John Langston; (ii) Jared William

<sup>1</sup> 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.

Ex. I

Headley; (iii) Terry and Sherry Legg; and (iv) the joinder filed by Jonna Lemieux (Doc. Index No. 80) (collectively, the “**Motions**”)<sup>2</sup>. Prior to the hearing, the Assignee filed his Omnibus Response to Motions to Determine Assignor’s Self Insurance Compliance (the “**Response**”) (Doc. Index No. 89).

The Motions seek (i) to determine whether the Assignors established any letters of credit or escrow accounts in connection with any self-insurance programs, and (ii) to the extent that such assets exist, to require the Assignee to identify and segregate any such assets from the assets of the Assignee’s estates. The Response states that after the commencement of the assignment cases, the Assignee has not conducted any business. The Response further states that the Assignee has reviewed the Assignor’s books and records and met with employees and not identified that any letters of credit or escrow accounts were ever established in connection with any self-insurance programs. The Court, having considered the Motions and the Response, and being fully advised of the record, finds that the Motion should be denied as set forth in this Order. Accordingly, it is

ORDERED:

1. The Motion is granted, in part, to the extent of requiring the Assignee to review the Assignor’s books and records and determine whether any letters of credit or escrow accounts were ever established in connection with any self-insurance programs. The Assignee has completed that review and Assignee’s report that, to date, Assignee has found no evidence that any letters of credit or escrow accounts were ever established in connection with any self-insurance programs is hereby accepted by the Court.

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<sup>2</sup> Unless otherwise defined herein, capitalized terms have the same meanings ascribed to them in the Motion.

2. In the event the Assignee identifies any letters of credit or escrow accounts established in connection with any self-insurance programs, the Assignee shall file a notice with the Court, a copy of which shall be served on the parties filing the Motions.

3. After the filing of any such notice, any of the parties filing the Motions may renew their request for any relief set forth in the Motion.

4. Except as stated herein, the Motion is otherwise denied without prejudice.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_ day of July, 2019.

  
19-CA-002762 8/12/2019 4:47:32 PM  
**19-CA-002762 8/12/2019 4:47:32 PM**

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Steven Scott Stephens  
Circuit Court Judge

Copy to: Counsel of record