Filing # 125916511 E-Filed 04/30/2021 10:12:34 AM

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

In re:

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

_____/

OBJECTION TO WARN ACT PLAINTIFFS' PROOFS OF CLAIM

[1] On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases (collectively, the "**Assignment Cases**" or the "**Assignment Estates**") 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 (collectively, the "**Assignors**").

NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST A HEARING

The Assignee seeks an order disallowing the WARN Act Claims (defined below) filed by Class Representatives Heather Embry and Deanna Ali. Responses must be filed and served on Assignee, Soneet R. Kapila, KapilaMukamal, LLP, 1000 South Federal Highway, Suite 200, Fort Lauderdale, FL 33616 and Scott Stichter, Stichter Riedel, Blain & Postler, P.A., 110 E. Madison Street, Suite 200, Tampa, Florida 33602 within 21 days from the service of this Objection. If no responses are filed, the Court may grant the relief without further notice. In the event a response is timely filed and served, the Court will hold a hearing to consider any timely filed responses and to consider this Objection. Any such hearing will be separately noticed.

Soneet Kapila, as Assignee for the Assignment Estates, objects to the claims filed in various Assignment Cases by Class Representatives Heather Embry and Deanna Ali, asserting administrative, priority, or general unsecured claims based on WARN Act claims.

BACKGROUND

1. On March 14, 2019, Laser Spine Institute, LLC ("**LSI**") executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Chapter 727 of the Florida Statutes (the "**LSI Assignment Case**").

2. In 2018 and continuing in the months before the Assignment Cases were filed, the Assignors had been in discussions with Texas Capital Bank ("**TCB**"), their senior secured lender, various other parties, and outside funding sources regarding a restructuring. The negotiations were centered around a discounted note purchase of the TCB debt by a friendly purchaser, including or in addition to a chapter 11 bankruptcy filing and debtor-in-possession financing ("**DIP Financing**") to allow the companies to continue to operate and restructure their obligations. The

Assignors hired Kirkland & Ellis as restructuring counsel and TRS Advisors as their investment bankers.

3. On Friday, March 1, 2019, unexpectedly and without prior notice, TCB determined that it would not proceed with the restructuring, and, without notice, setoff or swept the cash that the Assignors had access to and were using to fund operations. Up to as late as the afternoon of March 1, 2019, the Assignors were still expecting receipt of a DIP Financing commitment to fund a chapter 11 reorganization that would have forestalled any employee terminations.

4. The next business day, Monday, March 4, 2019, the Assignors issued a letter to its employees (the "**Notice**"), informing them of the efforts to obtain financing and the sudden and unexpected action that terminated their ability to operate. As the Assignors were left with no alternative but to cease operations, the letter informed the employees of their termination. The Assignors reasonably and in good faith believed the obvious truth that had a letter giving a WARN Act notice been issued earlier, all prospects for financing and a successful reorganization would have evaporated.

5. Certain of the employees commenced litigation in the United States District Court for the Middle District of Florida, Tampa Division (the "**District Court**"), alleging that the Assignors had a duty to give notice under the WARN Act, but did not, and seeking certification of a class for purposes of the lawsuit. Lawsuits were filed by Deanna Ali on March 4, 2019 against LSI and LSI Management, LLC; by Heather Embry on March 4, 2019 against LSI, LSI Management, and LSI Holdco; and by Duane Higdon on March 4, 2019 against LSI, LSI Management, and LSI Holdco. The District Court subsequently entered an order certifying a class, and appointing Ms. Ali and Ms. Embry as the class representatives (the "**Class Representatives**").

6. On July 11, 2019, the Class Representatives filed a notice referencing proofs of claims filed against the 16 Assignor Entities (collectively, the "**WARN Act Claims**"), and attached the form of the proof of claim against LSI. The WARN Act Claims filed against the remaining 15 Assignor Entities appears to be identical other than the name of the Assignor. The WARN Act Claims assert an entitlement to 60 days back pay and benefits for approximately 516 individuals, which the Class Representatives estimate to exceed $13 million.

7. The WARN Act Claims are based on the alleged failure of one or more of the Assignors to comply with the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101 et seq. (the "**WARN Act**"), which under certain circumstances requires an employer to provide 60-days' notice of an employee's termination. The WARN Act Claims appear to assert an entitlement to (i) an administrative expense claim under § 727.114(1)(b), (ii) a priority wage or benefits claim under § 727.114(1)(d), and/or (iii) a general unsecured claim under § § 727.114(1)(f). Claim, p 7, ¶¶ 7-9.

8. As discussed below, the WARN Act Claims should be disallowed. First, the WARN Act Claims were filed against each of the Assignors, despite the fact that only certain of the Assignors qualify as "employers" subject to the WARN Act notice requirements. Second, the Assignors who were employers gave the notice required under the WARN Act because they qualify for the "faltering company" exception to the WARN Act. Third, even if WARN Act notices were not properly given, the resulting claims are not entitled to administrative expense priority, and are not entitled to priority wage claim status in the amounts and for the individuals identified.

ARGUMENT

9. The Assignee objects, pursuant to Florida Statute § 727.113, to the WARN Act Claims, and seeks an order (a) sustaining this objection; (b) disallowing the WARN Act Claims in

their entirety, or, in the alternative, determining the amount and priority portion of any allowed WARN Act Claims; and (c) providing such other and further relief as is just and proper.

10. Florida Statute § 727.113(1) provides in pertinent part that:

> "At any time before the entry of an order approving the assignee's final report, the assignee or any party in interest may file with the court an objection to a claim, which objection must be in writing and set forth the nature of the objection, and shall serve a copy thereof on the creditor at the address provided in the proof of claim, and to the assignee and the assignee's attorney, if any. The objection may be served on negative notice. All claims properly filed with the assignee and not disallowed by the court constitute all claims entitled to distribution from the estate."

11. The Assignee objects to the WARN Act Claims because the relevant Assignors complied with the WARN Act and the applicable exception to the notice requirement under the "faltering company exception" under the circumstances and acted in good faith in doing so. In addition, the WARN Act is not applicable to every person employed by the Assignors. Finally, if the Court determines that an Assignor did not comply with the WARN Act, the WARN Act Claims should be disallowed to the extent that they assert an administrative expense priority, and any priority amount should be fixed and capped.

A. The WARN Act Claims should be disallowed.

12. The WARN Act Claims should be disallowed because not all of the Assignors are "employers" for purposes of the WARN Act.

13. The WARN Act Claims should be disallowed because LSI qualifies for the "faltering company" exception to the WARN Act notice requirements, and the letter issued to employees constituted proper notice under the circumstances.

14. A valid WARN Act claim requires the presence of the following three elements: "(1) a mass layoff [or plant closing as defined by the statute] conducted by (2) an employer who fired employees (3) who, pursuant to WARN, are entitled notice." *Sides v. Macon County*

Greyhound Park, Inc., 725 F.3d 1276, 1281 (11th Cir. 2013). Regulations prescribe when an employer must give the WARN Act notice, whom the employer must notify, how the employer must give notice, and what information the notice must contain. *See* 20 C.F.R. §§ 639 *et seq*. In essence, absent exception, the WARN Act requires 60 days written notice to employees affected by a facility closure. If less than the 60-day notice period is given, the exceptions to liability include (i) the faltering company exception, and (ii) the good faith exception.

15. The WARN Act codifies the Faltering Company exception as follows:

> "An employer may order the shutdown of a single site of employment before the conclusion of the 60-day period if as of the time that notice would have been required the employer was actively seeking capital or business which, if obtained, would have enabled the employer to avoid or postpone the shutdown and the employer reasonably and in good faith believed that giving the notice required would have precluded the employer from obtaining the needed capital or business."

29 U.S.C. § 2102(b)(1).

16. The exception thus permits shortened notice by a company that was (1) actively seeking capital or business; (2) had a realistic opportunity to obtain the financing sought; (3) which capital or business, if obtained, would have allowed the company to continue operating or postpone the closing; and (4) had a good faith basis for believing that issuing a WARN Act notice earlier would have precluded (doomed) its attempt to obtain the necessary capital or business. *See* 20 CFR § 639.9.

17. Here, LSI gave notice to its employees of their termination by the March 4 letter. Although this constituted less than 60-days' notice, LSI qualifies for the Faltering Company exception. LSI was actively seeking capital to avoid or reorganize under a chapter 11 case, was in active negations with potential lenders for the capital up to March 1. Had the financing been secured, LSI would have been able to attempt to satisfy secured claims against the companies at a significant discount and restructure in chapter 11. Such actions would have allowed LSI to avoid

or delay the closing of the Tampa facility. Management had a good faith basis to believe that, had notice been given earlier, its efforts to obtain financing and pursue a successful reorganization would have been doomed.

18. When an employer reduces the notice period under one of the statutory exceptions, the WARN Act still requires that the employer "give as much notice as is practicable." 29 U.S.C. §2102(b)(3), can include "*notice after the fact*." 20 C.F.R. § 639.9 (*emphasis added).* "This reflects the DOL's acceptation that occasions may exist where it is not practicable for an employer to provide notice prior to a mass layoff or plant closing, and that in those circumstances, "practicable" may extend beyond the actual date of the event." *Sides*, 725 F.3d at 1284.

19. Here, the Notice given to employees meets the various requirements for the contents of a WARN Act notice, and was given to the employees with as much notice as practicable.

20. The WARN Act Claims should be disallowed because the faltering company exception applies to limit the notice required to be given to employees, and the notice that LSI did give met the applicable requirements of the WARN Act. Alternatively, the WARN Act Claims should be disallowed because LSI acted in good faith in giving as much notice as possible under the circumstances.

21. A court, in its discretion, may reduce the amount of the liability or penalty provided for in the WARN Act, if the employer can prove that the act or omission was in good faith and that the employer had reasonable grounds for believing that the act or omission was not a violation of WARN Act. 29 U.S.C. § 2104(a)(4). While the good faith exception is fact intensive,"[t]he pertinent inquiry in deciding whether to exercise the court's discretion in favor of reducing the defendant's liability is the defendant's conduct *prior* to the notice; *i.e.,* whether the act or omission

which violated this chapter was in good faith and whether the employer reasonably believed that the act or omission was not a violation of this Act, 29 U.S.C. § 2104(a)(4)." *Jones v. Kayser-Roth Hosiery, Inc.,* 748 F. Supp. 1276, 1291 (E.D. Tenn. 1990).

22. Here, the faltering company exception applies. As demonstrated by the notice, LSI believed in good faith that it would qualify for the exception, and that issuing a notice earlier would have precluded any ability to avoid or delay the shutdown. The WARN Act Claims should be disallowed or reduced because of LSI's good faith reliance on the exception.

23. The WARN Act Claims should be disallowed in part because employees located at LSI locations other than the Tampa facility are not affected by a "plant closing" or a "mass layoff" as those terms are defined in the WARN Act.

24. The WARN Act only applies to plant closing or mass layoffs, both of which correspond to 50 or more employee single sites, excluding part-time employees, which also includes recent (within 6 months) hires. 29 USC 2101(a)(2)-(3). Temporary employees, independent contractors, and employees who were employed at single sites with fewer than 50 employees do not qualify as "affected employees" under the WARN Act, they should not be included in the Claim.

25. Although the Tampa facility had more than 50 employees, the remaining Laser Spine locations did not. The list attached to the WARN Act Claims includes persons who were not employees at the Tampa location, and therefore would not have been affected employees. Also, to the extent any of the employees at the Tampa facility were temporary employees or recent hires, they are not affected employees. The WARN Act Claims should be disallowed or reduced on those bases.

B. If allowed, the WARN Act Claims should be limited in priority.

26. The WARN Act damages alleged in the WARN Act Claims, even if they are allowable, are not entitled to an administrative expense claim in the Assignment Cases. In pertinent part, § 727.114 provides for administrative-type priority for "(b) Expenses incurred during the administration of the estate, …." § 727.114(b), Fla. Stat. WARN Act damages are "earned" on termination of employment. *E.g.*, *In re Cargo, Inc.*, 138 B.R. 923, 927 (Bankr. N.D. Iowa 1992). The termination occurred on March 1, 2019, and the Assignment Cases were not filed until March 14, 2019. The alleged damages, if any, would have been earned prior to the filing of the Assignment Cases, and thus were not "incurred" during the administration of the estate. The WARN Act Claims should be disallowed to the extent they seek an administrative expense priority.

27. Any priority portion should be reduced because not all damages alleged in the WARN Act Claims qualify as priority wage claims. With respect to priority wage claims, the assignment statute provides a lower priority claim for "[c]laims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by employees of the assignor within 180 days before the filing date or the cessation of the assignor's business, whichever occurs first, but only to the extent of $10,000 per individual employee." § 727.114(d), Fla. Stat.

28. As part of the WARN Act Claims, the Class Representatives seek interest, fees, and costs, which are not part of a priority claim. To the extent that amounts requested are not for wages, salaries, or commissions, including vacation, severance, and sick leave pay, for 60 days, or contributions to a benefit plan earned over the applicable period, the WARN Act Claims should be disallowed as a priority wage claim. Additionally, awards of a prevailing party's reasonable attorney's fees are discretionary, 29 U.S.C. § 2104(a)(6), and should not be awarded here.

29. Additionally, to the extent that the amount requested in the WARN Act Claims exceeds the cap of $10,000 per individual employee, the WARN Act Claims should be reduced in part. The WARN Act Claims do not provide any breakdown of the amount claimed on a per-employee basis, so the Assignor reserves the right to amend or supplement this Objection as necessary and appropriate.

CONCLUSION

30. The WARN Act Claims should be disallowed. Those Assignors that are employers subject to the WARN Act whose employees qualify as affected employees meet the "faltering company" exception, so the notice given to the employees was proper. If any damages are allowed, they should be limited under the priority cap, with any balance allowed as a general unsecured claim only.

WHEREFORE, the Assignee requests that the Court disallow the WARN Act Claims and grant such further relief to which he is entitled.

Dated: April 30, 2021.

/s/ Scott A. Stichter

Scott A. Stichter (Florida Bar No. 0710679)
Edward J. Peterson (Florida Bar No. 0014612)
Daniel R. Fogarty (Florida Bar No. 0017532)
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Ste. 200
Tampa, Florida 33602-4718
Telephone: (813) 229-0144
Facsimile: (813) 229-1811
Email: sstichter@srbp.com
sstichter.ecf@srbp.com
epeterson@srbp.com
epeterson.ecf@srbp.com
dfogarty@srbp.com
dfogarty.ecf@srbp.com
Counsel for Soneet Kapila, Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 30, 2021, the foregoing **OBJECTION TO WARN ACT PLAINTIFFS' PROOFS OF CLAIM** has been sent via the Court's electronic filing portal to all counsel of record to and via electronic mail and U.S. Mail to:

Counsel for Heather Embry and Deanna Ali, as representatives of a Class of former employees of the Assignor:

Ryan D. Barack
rbarack@employeerights.com
Kwall Barack Nadeau PLLC
304 S. Belcher Road, Suite C
Clearwater, FL 33765

Michelle Erin Nadeau
mnadeau@employeerights.com
Kwall Barack Nadeau PLLC
304 S. Belcher Road, Suite C
Clearwater, FL 33765

Brandon Hill
bhill@wfclaw.com
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Avenue, Suite 300
Tampa, FL 33602

Luis A. Cabassa
lcabassa@wfclaw.com
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Avenue, Suite 300
Tampa, FL 33602

/s/ Scott A. Stichter
Scott Stichter

MASTER LIMITED NOTICE SERVICE LIST
October 1, 2020

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

CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Laser Spine Institute, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC
c/o Nicole Greensblatt, Esq.
Kirkland & Ellis, LLP
601 Lexington Avenue
New York, NY 10022
Email: ngreenblatt@kirkland.com

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

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

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

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

Secured Creditors:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michael C. Weiss, D.O.
Independent Orthopedics, P.A.,
c/o Weiss Family Management, LLLP
3948 Third Street South, STE 36
Jacksonville, Fl 32250
Cell: (954) 494-7995
Cell: (954) 328-9441
Email: spinedoc@me.com; partyplans2@aol.com

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

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

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

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

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

Robert P. Grammen
William P. Esping
Michael W. Perry, M.D
MMPerry Holdings, LLLP
EFO Holdings, L.P.,
EFO Genpar, Inc.
EFO Laser Spine Institute, Ltd.
c/o/ Kenneth W. Waterway
BERGER SINGERMAN LLP
350 East Las Olas Blvd., Suite 1000
Fort Lauderdale, FL 33301
Email: kwaterway@bergersingerman.com