

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

UNITED HEALTHCARE SERVICES,
INC.; UNITEDHEALTHCARE
INSURANCE COMPANY; and UMR,
INC.,

Plaintiffs,

v.

HOSPITAL PHYSICIAN SERVICES
SOUTHEAST, P.C.; INPHYNET
PRIMARY CARE PHYSICIANS
SOUTHEAST, P.C.; and REDMOND
ANESTHESIA & PAIN TREATMENT,
P.C.,

Defendants.

Case No. 1:23-cv-05221-JPB

**DEFENDANTS' ANSWER AND AFFIRMATIVE
DEFENSES TO PLAINTIFFS' AMENDED COMPLAINT**

Defendants, Hospital Physicians Services, P.C., Inphynet Primary Care Physicians Southeast, P.C., and Redmond Anesthesia & Pain Treatment, P.C. (collectively referred to as the "Georgia Medical Groups"), by and through their undersigned counsel, hereby file their Answer, Defenses, and Affirmative Defenses to the Amended Complaint filed by Plaintiffs, United Healthcare Services, Inc., United Healthcare Insurance Company, and UMR, Inc. (collectively referred to as

“United”). As to each corresponding paragraph of the Amended Complaint, the Georgia Medical Groups state as follows:¹

1. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 1 of the Amended Complaint, and therefore, deny the allegations and demand strict proof thereof.

2. The Georgia Medical Groups deny the allegations of Paragraph 2 of Amended Complaint as phrased and demand strict proof thereof.

3. The Georgia Medical Groups admit that over the last five years, the Georgia Medical Groups have rendered emergency and non-emergency medical services in Georgia to participants in and beneficiaries of certain employer-sponsored healthcare benefits plans whose benefits are administered by United. The Georgia Medical Groups further admit that after October 15, 2019, the Georgia Medical Groups were not directly contracted with United, and, as such, they rendered these services as “out-of-network” providers. The Georgia Medical Groups deny the remaining allegations in Paragraph 3 of the Amended Complaint and demand strict proof thereof.

4. The Georgia Medical Groups admit that local hospitals such as Piedmont Augusta Hospital, Piedmont Walton Hospital, Doctors Hospital of

¹To the extent the Georgia Medical Groups do not specifically admit any allegation of the Amended Complaint, the Georgia Medical Groups deny that allegation and demand strict proof thereof.

Augusta, and others, have contracted with the Georgia Medical Groups to provide medical care to patients in those facilities. The Medical Groups further admit that they set their own billed charges for the professional services that they render at those facilities. The Georgia Medical Groups deny the remaining allegations in Paragraph 4 of the Amended Complaint and demand strict proof thereof.

5. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 5 of the Amended Complaint, and therefore, deny the allegations in Paragraph 5 and demand strict proof thereof.

6. The Georgia Medical Groups admit that they have negotiated reimbursement amounts with United on an out-of-network basis, which sets a reasonable rate of reimbursement. The Georgia Medical Groups deny the remaining allegations in Paragraph 6 and demand strict proof thereof.

7. The Georgia Medical Groups deny the allegations in Paragraph 7 of the Amended Complaint under Georgia law and demand strict proof thereof.

8. The Georgia Medical Groups deny the allegations in Paragraph 8 of the Amended Complaint and demand strict proof thereof.

9. The Georgia Medical Groups admit that lawsuits have been filed in various states involving state-specific causes of actions and claims. The Georgia Medical Groups further admit that, contrary to Defendants' allegation, in each lawsuit, the courts rejected Defendants' arguments that the state-law causes of action

are preempted by ERISA. The Georgia Medical Groups deny the remaining allegations in Paragraph 9 of the Amended Complaint under Georgia law and demand strict proof thereof.

10. The Georgia Medical Groups admit that lawsuits have been filed in various states involving state-specific causes of actions and claims. The Georgia Medical Groups deny the remaining allegations in Paragraph 10 of the Amended Complaint and demand strict proof thereof.

11. The Georgia Medical Groups deny the allegations in Paragraph 11 and demand strict proof thereof.

12. The Georgia Medical Groups admit that United is seeking the declaratory relief alleged in Paragraph 12 of the Amended Complaint, but denies that United is entitled to the relief sought or the remaining allegations of this paragraph.

THE PARTIES

13. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 13 of the Amended Complaint, and therefore, deny the allegations in Paragraph 13 and demand strict proof thereof.

14. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 14 of the Amended Complaint, and therefore, deny the allegations in Paragraph 14 and demand strict proof thereof.

15. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 15 of the Amended Complaint, and therefore, deny the allegations in Paragraph 15 and demand strict proof thereof.

16. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 16 of the Amended Complaint, and therefore, deny the allegations in Paragraph 16 and demand strict proof thereof.

17. The Georgia Medical Groups admit that the Defendants are Hospital Physician Services Southeast, P.C., InPhyNet Primary Care Physicians Southeast, P.C., and Redmond Anesthesia & Pain Treatment, P.C.

18. The Georgia Medical Groups deny the allegations in Paragraph 18 of the Amended Complaint.

19. The Georgia Medical Groups deny the allegations in Paragraph 19 of the Amended Complaint.

20. The Georgia Medical Groups admit that Redmond Anesthesia & Pain Treatment, P.C. is a pain medicine and anesthesiology provider incorporated in Georgia, but deny that its principal place of business is in Rome, Georgia.

21. The Georgia Medical Groups admit that they are affiliated with the brand of TeamHealth companies. The Georgia Medical Groups deny the remaining allegations in Paragraph 21 of the Amended Complaint and demand strict proof thereof.

22. The Georgia Medical Groups deny the allegations of Paragraph 22 as phrased.

JURISDICTION AND VENUE

23. The Georgia Medical Groups deny that this Court has subject matter jurisdiction and demand strict proof thereof. United cannot meet the amount in controversy required for diversity jurisdiction because the Georgia Medical Groups have not demanded that United pay more than it already has paid for the claims that they have submitted for reimbursement in Georgia. Therefore, there is no amount in controversy. Furthermore, there is no actual controversy between United and the Georgia Medical Groups as required by the Declaratory Judgment Act.

24. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 24 of the Amended Complaint, and therefore, deny the allegations in Paragraph 24 and demand strict proof thereof.

25. The Georgia Medical Groups deny the allegations in Paragraph 25 of the Amended Complaint.

26. The Georgia Medical Groups admit that the Court has personal jurisdiction over them, but deny that the Georgia Medical Groups are incorporated in Georgia. Only one of the Georgia Medical Groups is incorporated in Georgia.

FACTUAL BACKGROUND

27. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 27 of the Amended Complaint, and therefore, deny the allegations in Paragraph 27 and demand strict proof thereof.

28. Paragraph 28 of the Amended Complaint states legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 28 of the Amended Complaint and demand strict proof thereof.

29. Paragraph 29 of the Amended Complaint states legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 29 of the Amended Complaint and demand strict proof thereof.

30. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 30 of the Amended Complaint, and therefore, deny the allegations in Paragraph 30 and demand strict proof thereof.

31. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 31 of the Amended Complaint, and therefore, deny the allegations in Paragraph 31 and demand strict proof thereof.

32. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 32 of the Amended Complaint, and therefore, deny the allegations in Paragraph 32 and demand strict proof thereof.

33. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 33 of the Amended Complaint, and therefore, deny the allegations in Paragraph 33 and demand strict proof thereof.

34. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 34 of the Amended Complaint, and therefore, deny the allegations in Paragraph 34 and demand strict proof thereof.

35. The Georgia Medical Groups admit that a contract between United and a provider for treatment of plan participants and beneficiaries is known as a “network contract.” The Georgia Medical Groups further admit that healthcare providers who enter such agreements are known as “network” or “participating” providers, whereas those providers who do not enter into an agreement are “out-of-network” providers. The Georgia Medical Groups lack sufficient knowledge to admit or deny the other allegations in Paragraph 35 of the Amended Complaint, and therefore, deny the allegations in Paragraph 35 and demand strict proof thereof.

36. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 36 of the Amended Complaint, and therefore, deny the allegations in Paragraph 36 and demand strict proof thereof. Paragraph 36 of the

Amended Complaint also states legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 36 of the Amended Complaint and demand strict proof thereof.

37. The Georgia Medical Groups admit that they are not parties to the United Benefit Plans. The Georgia Medical Groups deny the remaining allegations of Paragraph 37 of the Amended Complaint and demand strict proof thereof.

38. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 38 of the Amended Complaint, and therefore, deny the allegations and demand strict proof thereof.

39. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 39 of the Amended Complaint, and therefore, deny the allegations and demand strict proof thereof.

40. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 40 of the Amended Complaint, and therefore, deny the allegations and demand strict proof thereof.

41. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 41 of the Amended Complaint, and therefore, deny the allegations and demand strict proof thereof.

42. The Georgia Medical Groups admit that they are affiliated with TeamHealth, a brand name for a group of companies. The Georgia Medical Groups deny the remaining allegations in Paragraph 42 of the Amended Complaint and demand strict proof thereof.

43. The Georgia Medical Groups deny the allegations of Paragraph 43 of the Amended Complaint as phrased and demand strict proof thereof.

44. The Georgia Medical Groups admit that United and two of the Georgia Medical Groups, Hospital Physician Services Southeast, P.C., and Redmond Anesthesia & Pain Treatment, P.C., were previously parties to a network participation agreement (the “Participation Agreement”). The Georgia Medical Groups further admit that, on October 15, 2019, United terminated the Participation Agreement, and it has not been renewed, reinstated, or otherwise replaced. The Medical Groups deny the remaining allegations in Paragraph 44 of the Amended Complaint and demand strict proof thereof.

45. The Georgia Medical Groups admit that they are out-of-network with United. The Georgia Medical Groups deny the remaining allegations of Paragraph 45 of the Amended Complaint and demand strict proof thereof.

46. The Georgia Medical Group deny the allegations in Paragraph 46 of the Amended Complaint and demand strict thereof.

47. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 47 of the Amended Complaint, and therefore, deny the allegations in Paragraph 47 and demand strict proof thereof. Paragraph 47 of the Amended Complaint also states legal conclusions for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 47 of the Amended Complaint and demand strict proof thereof.

48. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 48 of the Amended Complaint, and therefore, deny the allegations in Paragraph 48 and demand strict proof thereof.

49. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 49 of the Amended Complaint, and therefore, deny the allegations in Paragraph 49 and demand strict proof thereof.

50. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 50 of the Amended Complaint, and therefore, deny the allegations in Paragraph 50 and demand strict proof thereof.

51. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 51 of the Amended Complaint, and therefore, deny the allegations in Paragraph 51 and demand strict proof thereof.

52. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 52 of the Amended Complaint, and therefore, deny the allegations in Paragraph 52 and demand strict proof thereof.

53. The Georgia Medical Groups deny the allegations in Paragraph 53 of the Amended Complaint, and demand strict proof thereof.

54. The Georgia Medical Groups admit that lawsuits have been filed in various states involving state-specific causes of actions and claims. The Georgia Medical Groups deny the remaining allegations in Paragraph 54 of the Amended Complaint and demand strict proof thereof.

55. The Georgia Medical Groups admit that lawsuits have been filed in various states involving state-specific causes of actions and claims. The Georgia Medical Groups deny the remaining allegations in Paragraph 55 of the Amended Complaint and demand strict proof thereof.

56. The Georgia Medical Groups admit that lawsuits have been filed in various states involving state-specific causes of actions and claims. The Georgia Medical Groups deny the remaining allegations in Paragraph 56 of the Amended Complaint and demand strict proof thereof.

57. The Georgia Medical Groups admit that lawsuits have been filed in various states involving state-specific causes of actions and claims. The Georgia

Medical Groups deny the remaining allegations in Paragraph 57 of the Amended Complaint and demand strict proof thereof.

58. The Georgia Medical Groups deny the allegations in Paragraph 58 of the Amended Complaint and demand strict proof thereof.

59. The Georgia Medical Groups deny the allegations in Paragraph 59 of the Amended Complaint and demand strict proof thereof.

60. The Georgia Medical Groups deny the allegations of Paragraph 60 and demand strict proof thereof. Notably, the Georgia Medical Groups have not filed suit against United in Georgia.

61. The Georgia Medical Groups deny the allegations in Paragraph 61 of the Amended Complaint and demand strict proof thereof.

62. The Georgia Medical Groups deny the allegations in Paragraph 62 of the Amended Complaint and demand strict proof thereof.

63. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 63 of the Amended Complaint, and therefore, deny the allegations in Paragraph 63 and demand strict proof thereof. The Georgia Medical Group further state that United is not entitled to declaratory relief in this case.

64. The Georgia Medical Groups deny the allegations in Paragraph 64 of the Amended Complaint, and demand strict proof thereof.

65. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 65 of the Amended Complaint, and therefore, deny the allegations in Paragraph 65 and demand strict proof thereof.

66. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 66 of the Amended Complaint, and therefore, deny the allegations in Paragraph 66 and demand strict proof thereof.

67. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 67 of the Amended Complaint, and therefore, deny the allegations in Paragraph 67 and demand strict proof thereof.

68. The Georgia Medical Groups deny the allegations in Paragraph 68 of the Amended Complaint, and demand strict proof thereof.

69. The Georgia Medical Groups deny the allegations in Paragraph 69 of the Amended Complaint, and demand strict proof thereof.

70. The Georgia Medical Groups lack sufficient knowledge to admit or deny the allegations in Paragraph 70 of the Amended Complaint, and therefore, deny the allegations in Paragraph 70 and demand strict proof thereof.

71. The Georgia Medical Groups deny the allegations in Paragraph 71 of the Amended Complaint, and demand strict proof thereof.

72. The Georgia Medical Groups deny the allegations in Paragraph 72 of the Amended Complaint, and demand strict proof thereof.

73. Paragraph 73 of the Amended Complaint states a legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 73 of the Amended Complaint and demand strict proof thereof.

74. The Georgia Medical Groups do not admit or deny the allegations in Paragraph 74 of the Amended Complaint because it sets forth ERISA's express preemption provision, which speaks for itself. To the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 74 of the Amended Complaint and demand strict proof thereof.

75. Paragraph 75 of the Amended Complaint states a legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 75 of the Amended Complaint and demand strict proof thereof.

76. Paragraph 76 of the Amended Complaint states a legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 76 of the Amended Complaint and demand strict proof thereof.

77. Paragraph 77 of the Amended Complaint states a legal argument for which no response is required; to the extent that a response is required, the Georgia

Medical Groups deny the allegations in Paragraph 77 of the Amended Complaint and demand strict proof thereof.

78. Paragraph 78 of the Amended Complaint states a legal argument for which no response is required; to the extent that a response is required, the Georgia Medical Groups deny the allegations in Paragraph 78 of the Amended Complaint and demand strict proof thereof.

**COUNT I
FOR DECLARATORY RELIEF
UNDER 28 U.S.C. §§ 2201 AND 2202**

79. The Georgia Medical Groups re-state their answers to the allegations in paragraphs 1 through 78 as if set forth in full.

80. The Georgia Medical Groups do not admit or deny the allegations in Paragraph 80 of the Amended Complaint because it sets forth the Declaratory Judgment Act, which speaks for itself.

81. The Georgia Medical Groups deny the allegations in Paragraph 80 of the Amended Complaint and demand strict proof thereof.

82. The Georgia Medical Groups deny the allegations in Paragraph 82 of the Amended Complaint and demand strict proof thereof.

83. The Georgia Medical Groups deny the allegations in Paragraph 83 of the Amended Complaint and demand strict proof thereof.

PRAYER FOR RELIEF

The Georgia Medical Groups deny that United is entitled to judgment in its favor declaring that all Non-Contractual State-Law Claims under Georgia law are preempted by ERISA and the Supremacy Clause of the United States Constitution;

The Georgia Medical Groups further deny that United is entitled to an award of attorneys' fees and costs under 29 U.S.C. § 1132(g)(1); and

The Georgia Medical Groups also deny that United is entitled to any equitable or remedial relief.

DEFENSES AND AFFIRMATIVE DEFENSES

Without assuming any burden of proof or persuasion where such burden is that of United, the Georgia Medical Groups hereby assert the following defenses and affirmative defenses:

First Affirmative Defense

United fails to state a claim against the Georgia Medical Groups as a matter of law because the Court lacks subject-matter jurisdiction because there is no actual controversy.

Second Affirmative Defense

The Court lacks subject-matter jurisdiction because United cannot meet the amount in controversy required for diversity jurisdiction.

Third Affirmative Defense

United is not entitled to the declaratory relief sought because the judgment in the federal declaratory action would not settle a controversy between United and the Georgia Medical Groups because a controversy does not exist.

Fourth Affirmative Defense

United is not entitled to the declaratory relief sought because there is no need for the relief requested and it would not serve a useful purpose in this case.

Fifth Affirmative Defense

United is not entitled to declaratory relief because United seeks an impermissible advisory opinion.

Sixth Affirmative Defense

United is not entitled to declaratory relief because the courts have consistently rejected United's preemption argument. The United State Supreme Court has held that ERISA does not preempt state rate regulations that increase costs or change incentives for ERISA plans, as long as those state laws do not force plans to adopt specific coverage arrangements. *Rutledge v. Pharm. Care Mgmt. Ass'n*, 592 U.S. 80, 88 (2020) (finding that a state law that merely regulated reimbursement rates "does not require plans to provide any particular benefit to any particular beneficiary in any particular way" and is not preempted by ERISA). Indeed, in each case cited by

United in the Amended Complaint, the courts have reached a similar conclusion: state law causes of action for unjust enrichment are not preempted by ERISA:

- *Emergency Physician Servs. of N.Y. v. UnitedHealth Grp., Inc.*, 2021 WL 4437166, at *8–9 (S.D.N.Y. Sept. 28, 2021) (rejecting United’s ERISA preemption defense, where the payer’s “asserted liability does not derive from the particular rights and obligations established by any plan ... [n]or do Plaintiffs allege a violation of any plan provision”).
- *Fla. Emergency Physicians Kang & Assocs., M.D., Inc. v. United Healthcare of Fla., Inc.*, 526 F. Supp. 3d 1282, 1297–99 (S.D. Fla. 2021) (rejecting United’s ERISA defense because “the common law causes of action under which Plaintiffs bring their claims all have force and operate independently of the existence of any ERISA plans” and “the Supreme Court has stated that law which increase[s] the costs plans incur in one state versus another does not necessarily have an impermissible connection with an ERISA plan”);
- *ACS Primary Care Physicians Sw., P.A. v. UnitedHealthcare Ins. Co.*, 514 F. Supp. 3d 927, 939–42 (S.D. Tex. 2021) (finding “emergency care statutes equate to cost regulation that does not bear an impermissible connection with or reference to ERISA, and are therefore not preempted”), *rev’d on other grounds*, 60 F.4th 899 (5th Cir. 2023);

- *United Healthcare Ins. Co. v. Eighth Jud. Dist. Ct. in and for Cty. of Clark*, 2021 WL 2769032, at *1 (Nev. July 1, 2021) (same).
- *Atlantic ER Physicians, PA v. UnitedHealth Group, Inc.*, Docket No. GLO-L-1196-20 (CBLP), Memorandum of Decision, dated August 24, 2022 (finding that Plaintiffs’ state law claims were not preempted by ERISA because those claims do not implicate coverage determinations or plan administration requirements).
- *Gulf-to-Bay Anesthesiology Assoc., LLC v. UnitedHealthcare of Florida, Inc.*, Case No. 17-CA-011207, Order Denying in Part and Granting in Part Defendants’ Motion to Dismiss, dated February 10, 2019 (finding that state law causes of action did not “relate to” ERISA plans within the meaning of the express preemption provisions of ERISA).
- *Emergency Group of Arizona PC v. United Healthcare Inc.*, 838 Fed. Appx. 299 (9th Cir. 2021) (remanding case upon finding ERISA did not completely preempt state law causes of action); *Emergency Group of Arizona PC v. UnitedHealthcare of Arizona Inc.* CV 2019-004510, Rulings Re: Motions for Summary Judgment and Motion to Exclude Expert Witness, dated November 20, 2023 (finding ERISA did not preempt state law causes of action).

Seventh Affirmative Defense

United's claims are barred by the doctrine of "unclean hands."

Eighth Affirmative Defense

United's claims are barred by the doctrine of laches.

Ninth Affirmative Defense

To the extent that Plaintiffs' claims have been raised in other pending litigation, they are subject to prohibitions against claim-splitting.

Tenth Affirmative Defense

To the extent that Plaintiffs' claims have been raised and determined in other pending litigation or arbitration, they are subject to the doctrines of claim preclusion or issue preclusion.

WHEREFORE, the Georgia Medical Groups request that, after all due pleadings, the Amended Complaint be dismissed, that Plaintiffs take nothing, and that the Georgia Medical Groups be awarded their costs and all such other relief as just and appropriate.

[signature on following page]

Respectfully submitted, this 30th day of August, 2024.

/s/ James W. Cobb

James W. Cobb

Georgia Bar No. 420133

Cameron B. Roberts

Georgia Bar No. 599839

CAPLAN COBB LLC

75 Fourteenth Street, NE, Suite 2700

Atlanta, Georgia 30309

Tel: (404) 596-5600

Fax: (404) 596-5604

jcobb@caplancobb.com

croberts@caplancobb.com

Justin C. Fineberg*

Florida Bar No. 53716

Jonathan E. Siegelaub*

Florida Bar No. 1019121

Jeremy A. Weberman*

Florida Bar No. 1031755

LASHGOLDBERG

Lash Goldberg Fineberg LLP

Weston Corporate Center I

2500 Weston Rd., Ste. 220

Fort Lauderdale, Florida 33331

Tel.: (954) 3384-2500

Fax: (954) 384-2510

jjfineberg@lashgoldberg.com

jsiegelaub@lashgoldberg.com

jweberman@lashgoldberg.com

*admitted pro hac vice

Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused a true and correct copy of the foregoing to be filed with the Clerk of Court using the CM/ECF system, which will send a notification of such filing to all counsel of record.

This 30th day of August, 2024.

/s/ James W. Cobb
James W. Cobb
Georgia Bar No. 420133

Counsel for Defendants