

INSTR # 99269866
OR BK 29476 PG 0622
RECORDED 05/21/99 01:58 PM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DEPUTY CLERK 10:0

IN THE COUNTY COURT IN AND FOR
BROWARD COUNTY, FLORIDA

NUWAVE DIAGNOSTICS, INC.

Plaintiff,

VS

CASE NO.: 97-09174 (53)

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

SUMMARY WWH.
FINAL JUDGMENT
FOR DEFENDANT WWH.
THIS IS NOT AN OFFICIAL COPY
This matter having come before the Court for hearing on April 23, 1999, on Defendant State Farm Mutual Automobile Insurance Company's Motion for Final Summary Judgment, and the Court having reviewed the file, including Defendant's motion, the depositions of record, and Plaintiff's Response to Defendant's Motion for Summary Judgment, and having heard argument of counsel and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED:

Nature of the Case

1. The Plaintiff, NuWave Diagnostics, Inc ("NuWave"), brought this action seeking recovery of personal injury protection ("PIP") benefits under section 627.736, Florida Statutes. By its complaint, NuWave seeks recovery for two magnetic resonance imaging ("MRI") scans provided to Gerard Lormestoire, the insured under an automobile insurance policy

RETURN TO
COUNTY COURT
(14)

issued by Defendant, State Farm Mutual Automobile Insurance Company ("State Farm").

2. After substantial discovery, State Farm moved for summary judgment, asserting NuWave was not entitled to payment of any PIP (or medical payment) benefits because the undisputed evidence of record establishes that NuWave did not provide any "necessary medical services" to its insured and that NuWave is not a "physician, hospital, clinic, or other person or institution lawfully rendering treatment" to its insured. See §627.736(1)(a) and (5). Rather, State Farm asserted NuWave is merely a patient broker whose activities and charges are actually unlawful under section 817.505, Florida Statutes.

3. The Court agrees with the position presented by State Farm. At the conclusion of the hearing on April 23, 1999, the Court granted State Farm's motion for summary judgment and stated its findings and conclusions on the record, which findings and conclusions are adopted and incorporated herein. Also on April 23, 1999, following the hearing, the Court entered an order granting State Farm's motion for summary judgment and reserving jurisdiction to enter this final judgment setting forth its findings and conclusions in further detail. These findings and conclusions are also necessary because the Court has determined that this case involves issues of great public importance deserving the immediate attention of the Florida Fourth District Court of Appeal and, thus, the Court is certifying this case under Florida Rule of Appellate Procedure 9.160.

RETURN TO
COUNTY COURT

Findings of Fact

4. The facts material to State Farm's motion for summary judgment are undisputed and established by the pleadings and depositions of record. The material facts are set forth below.

5. State Farm's insured was injured in an automobile accident. The insured had an automobile insurance policy with State Farm that provided PIP and medical payment benefits in accordance with the requirements of section 627.736, Florida Statutes

6. As a result of injuries received in the accident, State Farm's insured was being treated by a chiropractor, Ronald S. Gold, D.C. In October 1996, Dr. Gold determined that the insured required a cervical spine and lumbar spine MRI and contacted NuWave to schedule an appointment for the insured at an MRI facility. In turn, NuWave scheduled State Farm's insured for the MRI scans at Concept Medical Diagnostic Center, Inc. ("Concept").

7. On October 31, 1996, Concept performed two MRI scans on State Farm's insured. The MRI services were provided at Concept's facilities, by Concept's technicians, and on Concept's MRI equipment. Concept's medical doctors interpreted the MRI scans and prepared reports setting forth their findings and impressions, which reports were provided to the insured's treating chiropractor, Dr. Gold.

8. Pursuant to a contract entered into between NuWave and Concept, Concept charged NuWave \$400 for each MRI scan, for a total of \$800, for this referred patient. This charge covered

both the technical and professional components of the MRI services provided to State Farm's insured by Concept.

9. NuWave submitted a standard Health Insurance Claim Form ("HCFA") to State Farm seeking payment of \$3,000 (\$1,500 per scan) from the insured's PIP benefits for the two MRI scans provided by Concept. On the HCFA form submitted to State Farm, NuWave represented itself to be the supplier of the MRI services for which it sought payment. NuWave left blank the portion of the form that requested the name and address of the facility where the services were rendered if different than the supplier (which NuWave had indicated was itself). The Court finds that the manner in which NuWave completed the HCFA form in this case was a patent subterfuge and a patent deception.

10. State Farm investigated the claim and determined that the actual charge for the MRI services was something less than \$500 per scan inclusive of both the technical and professional components of the services, although NuWave would not reveal the actual charge. Based on that information, State Farm paid NuWave based on the assumption that the charge for each MRI scan was \$500. State Farm refused to pay NuWave the full \$3,000 demanded based on the information available to it. NuWave filed this action seeking recovery under section 627.736 of the balance of the \$3,000 it billed, along with costs and attorneys' fees.

11. The undisputed evidence also establishes that Concept's standard and customary charge is \$950 per MRI scan, inclusive of both the technical and professional components

That is the charge that State Farm's insured would have had billed by Concept against his PIP benefits had the insured not been referred to Concept by NuWave. (Keipper Depo. at 22, 47) Because of the referral through NuWave, State Farm's insured's PIP benefits were billed by NuWave at a rate of 375% of the actual charge by Concept for the services and at a rate of nearly 160% of Concept's standard and customary charge for the services.

12. The Court acknowledges NuWave's argument that it actually "provided" the MRI services to State Farm's insured. Based upon the undisputed evidence of record, however, the Court rejects NuWave's argument and the legal fiction it asks this Court to accept. In this regard, the Court specifically relies on the MRI Services Agreement between NuWave and Concept, as well as the deposition testimony of Warren Keipper of Concept and of Paul Lombardi and Hamilton Wray of NuWave, all of which indisputably establishes that Concept, and not NuWave, provided the MRI services to State Farm's insured. Of particular note is the following testimony from Mr. Lombardi, President of NuWave

Q. Their [Concept's] technicians do the test, right?

A. Concept, yes, supplies -- yes.

Q They supply the technician?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. They supply the facility?

A. Yes.

Q. They supply the equipment?

A. Yes.

Q. They supply the film?

A. Yes.

Q. They interpret it, they have the doctor and M.D. interpret the test, right?

A. Yes.

Q. They prepare the report?

A. Yes.

(Lombardi Depo. at 116-17) Mr. Wray, NuWave's Vice President,

testified more succinctly to the same thing:

Q. All right, so basically, Concept provides everything, the equipment, the radiologist, the technologists, everything?

A. Yes, yes

(Wray Depo. at 126) When the evidence indisputably establishes that Concept provided the facility, provided the machine, provided the technicians, provided the doctors that interpreted the tests, the Court finds the argument that NuWave is actually the "provider" of the MRI services to be disingenuous. Indeed, the evidence indisputably establishes that none of NuWave's three employees, Mr. Lombardi, Mr. Wray, and Christina Bowman (clerical staff), has any technical or medical training or background whatsoever, and that NuWave does not even own any diagnostic

equipment. The evidence also establishes that Concept does all the screening of the patients referred by NuWave for contraindications, obtains the necessary patient consents for the procedures, carries the professional liability insurance relating to the provision of MRI services, and, in a word, is the actual provider of the services to the patient.

13. The Court also acknowledges that NuWave claims to provide transportation to some referred patients and claims to forward the MRI reports to the treating doctors after receiving them from the MRI facilities that actually perform the MRI services. With regard to transportation, there is no evidence that any such transportation was provided to State Farm's insured in this case, (Sheridan Depo. at 31-33), and the Court notes that Mr. Wray testified that provision of transportation for the referred patients is "very rare," occurring less than once a month. (Wray Depo. at 124) With regard to forwarding the MRI report to the treating chiropractor, the Court notes that the testimony in this case indicates that the report was forwarded to Dr. Gold directly from Concept. (Keipper Depo at 53-54) Moreover, the Court finds that any service of sending the report to the treating doctor is merely a ministerial function that the MRI facility could easily do and is a non-component in its billing for the scans. In any event, NuWave does not seek payment of PIP benefits for providing transportation or report-forwarding services, but rather seeks payment for the MRI services provided by Concept to State Farm's insured.

RETURN TO
COUNTY COURT

14. The undisputed evidence of record establishes that the only service provided by NuWave in this case was to schedule the appointment for State Farm's insured with Concept, a ministerial function the treating doctor's office could easily carry out. Mr Wray testified that such scheduling typically takes between two and 10 minutes, while the referring doctor's office remains on "hold" with the patient present at the doctor's office. (Wray Depo. at 110-13)

15. The Court finds that NuWave did not in this case, and does not as a general matter, provide any treatment or any meaningful service to the patient, State Farm's insured in this case. NuWave acts simply as a "facilitator" or middleman, fulfilling a "need" where there really is none. The Court finds that NuWave acts simply as a middleman creating an unnecessary, useless, extra layer of health care costs.

16 The Court hereby adopts the following conclusions of law to the extent they encompass findings of fact or mixed findings of fact and conclusions of law.

Conclusions of Law

17. The Court hereby adopts the foregoing findings of fact to the extent they encompass conclusions of law or mixed findings of fact and conclusions of law.

18 Pursuant to section 627.736(1)(a), State Farm is required to pay from its insured's PIP benefits, up to \$10,000, for all "reasonable expenses for necessary medical, surgical, X-ray, dental, and rehabilitative services . . ." provided to the

insured due to injury arising out of the ownership, maintenance or use of a motor vehicle. Pursuant to section 627.736(5), under appropriate circumstances, State Farm may pay only "[a]ny physician, hospital, clinic, or other person or institution lawfully rendering treatment" to the injured insured.

19. Based upon the undisputed facts established in the record and as set forth above, the Court concludes that NuWave is not a "physician, hospital, clinic, or other person or institution lawfully rendering treatment" to State Farm's insured. Indeed, NuWave provided no treatment of any kind, and provided no "necessary medical, surgical, X-ray, dental, and rehabilitative services" or the like that would qualify it as a health care provider entitled to payment of PIP benefits under section 627.736. In short, NuWave does not provide any treatment or any meaningful service whatsoever to a patient such as State Farm's insured in this case.

20. Section 817.505 provides:

(1) It is unlawful for any person . . . to:

* * * *

(b) Solicit or receive any commission, bonus, rebate, kickback, or bribe, directly or indirectly, in cash or in kind, or engage in any split-fee arrangement, in any form whatsoever, in return for referring patients or patronage to a health care provider or health care facility . .

The Court concludes that NuWave's activities constitute a clear violation of this statute which prohibits patient brokering and

split-fee arrangements like the one that exists in this case between NuWave and Concept.

21. NuWave is billing \$1,500 per scan (\$3,000 total) for the technical and professional components of the MRI services actually provided by Concept. Yet Concept, who actually provided the MRI services to State Farm's insured, charged only \$400 per scan (\$800 total) for the services and, absent the referral by NuWave, would have charged only \$950 per scan (\$1,900 total) for the same services. The payment sought by NuWave would result in the splitting of the fee for the MRI services between NuWave and Concept, with Concept receiving \$400 and NuWave receiving \$1,100 (per scan) for the MRI services, none of which services were actually provided by NuWave. In effect, NuWave is receiving a referral fee of \$1,100 per scan (or actually \$2,200 in this case) for brokering this patient to Concept. Even if the Court were to only consider the markup from Concept's usual, customary and standard charge of \$950 per scan, NuWave would be receiving a referral fee of \$1,100 for brokering this patient to Concept. Any such split-fee arrangement -- especially the very disproportionate one involved in the present case -- is against the public policy of this state and is also specifically prohibited by section 817.505.

22. The patient brokering statute reflects clear legislative intent to prohibit receipt of any kind of payment - "directly or indirectly" - for mere referral of a patient as well as any split-fee arrangement - "in any form whatsoever" - whereby someone who refers a patient to a health care facility

is paid a portion of the fee for the health care services provided by that facility, although the referring person provided none of those services. The statute would clearly preclude Concept from billing State Farm \$1,500 per scan and then kicking back \$1,100 to NuWave for the referral. That is, in effect, what NuWave seeks to accomplish here. The fact that, by contract, NuWave moves the money in a different direction by billing the insurer directly for its "kickback" or "referral fee" does not make the arrangement lawful. The legislature was clearly concerned with prohibiting the end result of sharing the fee, not the direction of the cash flow. Accordingly, the Court concludes that the split-fee arrangement that exists between NuWave and Concept is contrary to the public policy of this state as reflected in the patient brokering statute.

23 Based on the foregoing, the Court concludes that the \$2,200 charged by NuWave above the \$800 charged by Concept for the MRI services, or the \$1,100 charged by NuWave over and above Concept's usual, customary and standard charge for MRI services (\$950 per scan), constitutes a kickback, rebate or split-fee arrangement within the meaning of section 817.505. As such, payment of the insured's PIP benefits to NuWave under section 627.736, as sought by NuWave in this case, would be contrary to the public policy of this state. The Court concludes that it would ^{be with} an illogical and unreasonable interpretation of the PIP statute to find that NuWave is entitled to payment of PIP benefits thereunder when its activities are not only contrary to

public policy but expressly prohibited by the patient brokering statute.

24. Based upon the foregoing analysis, the Court concludes that State Farm is entitled to final summary judgment in this case. Specifically, the pleadings, depositions, and admissions on file show that there is no genuine issue as to any material fact and that State Farm is entitled to a judgment as a matter of law.

Certification to Fourth District Court of Appeal

25. The Court notes that there is no controlling precedent by any of the Florida appellate courts, as none have addressed the legal issues presented here and passed on by this Court. Given the nature of NuWave's patient brokering activities, the number of companies engaged in these same activities, and the impact on the overall health care system of these activities, this Court finds and concludes that the matters presented and ruled upon here are of great public importance. If any case should proceed directly to the Fourth District Court of Appeal, this one should so that the county courts - where essentially all these cases are brought - will be given appropriate guidance on addressing these issues. A precedent of state-wide application would also provide guidance to the insurance industry in the state, as well as to individuals and entities engaged in activities like NuWave's activities here, and could eliminate or greatly reduce the amount of litigation in the courts over these issues.

26. Accordingly, pursuant to Florida Rule of Appellate Procedure 9.160, this Court hereby certifies that this case involves issues of great public importance, including the following issues:

(1) Whether an entity that refers and coordinates the scheduling of a patient's MRI (or other diagnostic testing) to and with a facility that actually performs and provides all the MRI (or other diagnostic testing) services is entitled to payment of PIP benefits under section 627.736 for the MRI services provided to the patient/insured by the third-party facility

(2) Whether an entity that refers and coordinates the scheduling of a patient's MRI (or other diagnostic testing) to and with a facility that actually performs and provides all the MRI (or other diagnostic testing) services, and then bills the patient's insurer for those MRI (or other diagnostic testing) services at a markup of between 150-375 % of the charges of the actual provider of the services, is engaged in activity that constitutes patient brokering and a split-fee arrangement contrary to the public policy of this state and in violation of section 817.505.

Final Judgment

27 This action is before the Court on State Farm's motion for final summary judgment. Based on the evidence of record and the findings and conclusions set forth above, final judgment is hereby entered in favor of State Farm Mutual Automobile Insurance Company and it is hereby ADJUDGED that Plaintiff, NuWave Diagnostics, Inc., take nothing by this action and that

RETURN TO
COUNTY COURT

70

IN THE COUNTY COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO: 97-9174 - 53 COCE

NUWAVE DIAGNOSTICS, INC.,
(a/a/o Gerard Lormestroire)

Plaintiff/Appellant,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant/Appellee.

INSTR # 99354341

OR BK 29587 PG 1882

RECORDED 06/23/99 03:37 PM

COMMISSION

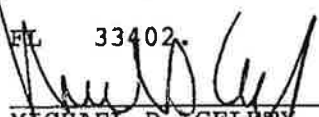
BROWARD COUNTY

DEPUTY CLERK dnewman

NOTICE OF APPEAL

COMES NOW the Plaintiff/Appellant, NUWAVE DIAGNOSTICS, by and through the undersigned attorney, and files this Notice of Appeal, appealing to the Fourth District Court of Appeals the Order granting final summary judgment, entered on May 7, 1999 (see attached copy of Order, Exhibit #1), with rehearing denied on May 26, 1999 (see attached Exhibit #2), by the Honorable William Herring, County Court Judge.

I HEREBY CERTIFY that a copy of the foregoing was mailed this 10 day of June, 1999 to Paul L. Nettleton, Esquire, CARLTON, FIELDS, WARD, EMMANUEL, SMITH & CUTLER, P.A., Counsel for Appellee STATE FARM, 4000 Nationsbank Tower, 100 SE 2nd Street, Miami, FL 33131; and to the Fourth District Court of Appeals, 1525 Palm Beach Lakes Boulevard, West Palm Beach, FL 33402.


MICHAEL D. GELEBY
Attorney for Appellant
1209 SE 3rd Avenue
Ft. Lauderdale, FL 33301
(954) 462-4600
Florida Bar #215473

RETURN TO
COUNTY COURT


0

CASE DETAIL

Broward County Case Number: **COCE97009174**
 Court Type: **Civil Division - County Court**
 Incident Date: **N/A**
 Court Location: **Central Courthouse**
 Magistrate ID / Name: **N/A**

State Reporting Number: **0619979**
 Case Type: **Damages \$100 - \$25**
 Filing Date: **05/28/1997**
 Case Status: **Disposition Ente**
 Judge ID / Name: **53 Lee, Robert**

Style: **Nuwave Diagnostics Inc Plaintiff vs. State Farm Mutual Auto Ins Co Defendant**

Party(ies)	Disposition(s)
------------	----------------

Expand All Collapse All

[-] Party Detail

Party Type	Party Name	Address (Per AOSC07-49, only the addresses of counsel can be displayed.)
Plaintiff	Nuwave Diagnostics Inc	
Defendant	State Farm Mutual Auto Ins Co	

[-] Disposition Detail

Date	Statistical Closure(s)
05/10/1999	Disposed by Judge
Date	Disposition(s)
06/10/1999 12:58 PM	Directions to the Clerk Converted Disposition: Directions To The Clerk (1lg)
05/10/1999 1:00 PM	Final Summary Judgment Converted Disposition: Final Summary Jgmt For Df: Fld & Rec (5/7/99) *****see Jgmt***** (

[-] Events, Hearings and Orders of the Court

Date	Description	Addi
06/06/2002	Cert Copy Jgmt Issued	Cert Copy Jgmt Issd To Judicial I Amount: \$2.00
12/19/2000	Certified Copy Issued	Cert Copy Final Summ Jgmt Issc Amount: \$15.00
10/28/1999	Cert Copy Jgmt Issued	Cert Copy Jgmt Issd To Atty (1tf Amount: \$15.00

07/15/1999	Copy	Copy Of Portions Of File To Atty (1bk)
07/01/1999	Transcript	Transcript Of Hrg For 4/23/99 (1
06/14/1999	Certified Copy Issued	Cert Copy Of Summary Final Def Amount: \$15.00
06/10/1999	Notice of Appeal	Not Of Appeal By Pl To 4th Distri Of \$250 Ck Attached (1lg)
06/10/1999	Notice of Appearance	Not Of Appearance For Pl (1lg)
06/10/1999	Comment:	Designation To Court Reporter (
06/10/1999	Directions to the Clerk	
05/28/1999	Order	Order On Pls Mo/rehrg Denied W
05/26/1999	Response	Rspns In Opposition To Pls Mo/re
05/25/1999	Motion for Rehearing	Pls Mot/rehrg On Dfs Mot For Su
05/25/1999	Reopened Case	Reopened Case (1lo)
05/10/1999	Final Summary Judgment	
04/23/1999	Order Granting Motion	Ord Grant Mo/summ Jgmt (4 23
04/22/1999	Response	Pls Respn To Dfs Mo/summ Jgmt
04/20/1999	Notice of Filing	Df'S Not Of Filing Supplemental
04/20/1999	Notice of Filing	Df'S Not Of Filing & Correction O (1at)
12/17/1998	Notice of Filing	Dfs Not/filing Attached Depos & Sheridan Depo Of Hamilton Wra; Warren Keipper Copy Of Gerard' Room (1lo)
12/17/1998	Motion for Summary Judgment	Mo For Summary Jgmt By Df (1l
12/17/1998	Notice of Hearing	Not Of Hrg 4/23/99 @9am Rm78
10/12/1998	Objection	Dfs Objs To Duces Tecum (1lo)
10/09/1998	Order	Order Granting Substitution Of C
10/07/1998	Notice of Appearance	Not Of Appearance For Df (1lo)
10/07/1998	Notice of Service of Interrogs	Not Of Svc Of 2nd Supp Ans To I
10/07/1998	Joint Stipulation	Jt Stip For Sub Of Atty For Df (1
09/04/1998	Comment:	* End Vol I * (1bk)
09/04/1998	Notice of Hearing	Not Of Hrg 10/13/98 @1:30pm I
09/02/1998	Motion to Compel	Mo/compel Compliance W/court
08/24/1998	Notice of Service of Answers to Interrogatories	Not Of Svc Of Df'S Ans To Exper Ord Compelling Discovery Dated
08/24/1998	Re-Notice of Taking Deposition	Re-Not Of Taking Depo Of Rep C
08/18/1998	Notice of Filing	Not Of Filing Amended Ans To In
08/17/1998	Ex Parte Order	Ex-Parte Order Grant Mo Compe Interrogatories Dated 2/16/98 (
08/13/1998	Ex Parte Motion	Ex-Parte Motion Compel X (1lg)
08/10/1998	Mediation Report	Mediation Report (Judge Saw) (1
08/06/1998	Notice	Not Of Unavailability Of Df Atty-I
07/17/1998	Order	Ord Pls Mo To Compel Ans To 2n To #3 & 4 Are Overruled Df Has
07/08/1998	Not Of Hrg-Mediation	Not Of Hrg-Mediation 8/7/98 @1
07/06/1998	Notice	Amended Not Of Taking Depo Of
07/02/1998	Notice	Not Of Cancellation Of Depo (1k
06/29/1998	Mediation Report	Mediation Report X (1bk)
06/15/1998	Notice of Taking Deposition	Not Of Taking Depo Of Paul Lom
05/22/1998	Notice Setting Mediation	Notice Setting Mediation 6-26-98
05/14/1998	Notice Setting Mediation	Notice Setting Mediation 6/12/98

05/08/1998	Notice of Service of Answers to Interrogatories	Df'S Not Of Svc Of Ans To Interr
04/29/1998	Motion to Compel	Pls Mot To Compel Responses To
04/29/1998	Notice of Hearing	Not Of Hrg 7/16/98 @2:45pm R
04/20/1998	Notice of Service of Answers to Interrogatories	Dfs Not Of Svc Of Unverified Ans
04/20/1998	Request for Production	Dfs Respn To Pls 2nd Req For Pr
03/24/1998	Interrogatories	Pl'S 2nd Set Of Interrogs To Df (
03/24/1998	Request for Production	Pl'S 2nd Req To Prod To Df (1dh
03/20/1998	Mediation Report	Mediation Report X (1lo)
03/09/1998	Notice Setting Mediation	Notice Setting Mediation 3/20/98
03/06/1998	Notice of Compliance	Df'S Compliance With Exparte O Compel (1eb)
03/02/1998	Response to Request to Produce	Rspns To Pl'S 1st Req To Prod (1
02/27/1998	Notice of Service of Answers to Interrogatories	Not Of Svc Of Ans To Interrogs-I
02/23/1998	Order Appointing Court Mediator	Ord Appointing Ct Mediator (2/2
02/19/1998	Ex Parte Order	Ex-Parte Ord Compelling Discove
02/18/1998	Notice of Service of Interrogs	Not Of Svc Of Expert Witness Int
02/18/1998	Motion	Mo For Exparte Ord Compelling I
02/18/1998	Notice of Jury Trial	Not For Jury Trial-Pl X (1so)
01/13/1998	Motion for Protective Order	Mo For Protective Ord By Pl (1so
01/09/1998	Response	Rspns To Mo For Rule To Show C
12/29/1997	Request for Admissions	Req For Admissions To Df (1lm)
12/29/1997	Request for Production	Req For Prod To Df (1lm)
12/29/1997	Notice of Service of Interrogs	Not Of Svc Of Interrogs (1lm)
12/18/1997	Notice of Filing	Dr Ronald Gold'S Notice Of Filing
12/18/1997	Affidavit	Aff Of Dr Ronald Gold (1lo)
11/14/1997	Notice of Filing	Not Of Filing Depo Of Hamilton V
11/14/1997	Deposition	Depo Of Hamilton Wray (1jm)
11/05/1997	Notice of Taking Deposition	Not Of Taking Depo Of Pl 1/12/9
11/05/1997	Notice of Taking Deposition	2nd Not Of Taking Depo Of Dr R
11/04/1997	Motion for Rule to Show Cause	Mo For Rule To Show Cause By I
11/04/1997	Notice of Hearing	Not Of Telephone Hrg 12-19-97 Show Cause (1pm)
10/13/1997	Notice of Taking Deposition	Amended Not Of Taking Depo Of
09/18/1997	Notice of Taking Deposition	Not Of Taking Depo Of Pl 10/14/
09/18/1997	Notice of Taking Deposition	Not Of Taking Depo Of Dr Gold 1
09/18/1997	Notice of Taking Deposition	Not Of Taking Depo Of Pl 10/14/
08/29/1997	Notice	Not Of Svc Of Offer Of Jgmt By I
08/25/1997	Notice	Not Of Subs Of Pl'S Counsel Stac Of Judd A Zebersky (1at)
07/31/1997	Answer & Affirmative Defenses	Ans & Affirm Defenses From Df (
06/18/1997	Notice of Service on Ins Commissioner	Not Of Svc On Ins Comm Svd 6/
05/28/1997	Statement of Claim	Statement Of Claim (1dc) Amount: \$95.00
05/28/1997	Random Assignment	Random Assignment 07/03/97 1
05/28/1997	Pretrial Hearing Set	Pretrial Hearing Set 07/03/97 13
05/28/1997	Summons Issued to Process Server	Sums Issd Process Server (1lg)

[Perform Another Search](#)

[Back](#)

Clicking the button above, exits your paid search.

Fourth District Court of Appeal Case Docket

Case Number: 4D99-2304

Final Civil Other Notice from Broward County

NUWAVE DIAGNOSTICS vs. STATE FARM MUTUAL AUTOMOBILE, etc., et al.

Lower Tribunal Case(s): 97-9174 53COCE

02/21/2012 11:17

Date Docketed	Description	Date Due	Filed By	Notes
07/08/1999	Assigned to Temporary Panel			
07/08/1999	Notice of Appeal Filed		Not Entered , Appellant Appellant	06/10/99
07/08/1999	order appealed			
07/16/1999	Docketing Statement			AA Michael D. Gelety 0215473 -114668-4054
07/19/1999	Miscellaneous Order			
07/21/1999	ORD-Docketing Statement is Unacceptable	08/05/1999		T-8/10/99. (NO MEDIATION)
08/23/1999	Mot. for Extension of time to file Initial Brief		Michael D. Gelety 0215473, Appellant	60 DAYS. T -
08/23/1999	Motion To Transfer To Another Court		Michael D. Gelety 0215473, Appellant	TO CIRCUIT COURT T -
08/24/1999	Received Records			ONE (1) VOLUME.
09/02/1999	Letter			FROM MICHAEL GELETY W/PLEADINGS FILED IN L.T. T -
09/03/1999	Motion for Extension of Time to File Response		Paul L. Nettleton 0396583, Appellee	TO 9/22/99 TO MOTION TO TRANSFER
09/16/1999	Received Records			ONE (1) VOLUME "ADDENDUM"
09/21/1999	RESPONSE		Paul L. Nettleton 0396583, Appellee	TO MOTION TO TRANSFER.
09/23/1999	Order Granting EOT for Initial Brief			50 DAYS.
09/23/1999	Grant EOT to file Response	09/22/1999		T-
10/05/1999	Order Denying Transfer to Other Court			
11/16/1999	Motion For Voluntary Dismissal		Michael D. Gelety 0215473, Appellant	
11/23/1999	Order Granting Voluntary Dismissal			
11/23/1999	Dismissed - Order by Clerk			
12/20/1999	Case Filing Fee			* MICHAEL D. GELETY
01/28/2000	Returned Records			