

NO. 10CI00518

JEFFERSON CIRCUIT COURT
____ DIVISION

SHARON LANGFORD

PLAINTIFF

JEFFERSON CIRCUIT COURT
DIVISION EIGHT (C)

v.

VERIFIED COMPLAINT

WINTERS, YONKER & ROUSSELLE, P.S.C.
a/k/a WINTERS & YONKER, ATTORNEYS AT LAW, PSC,
a/k/a WINTERS & YONKER, ATTORNEYS AT LAW, PA
SERVE: C T CORPORATION SYSTEM
4169 Westport Road
Louisville, KY 40207
Agent for Service of Process

DEFENDANTS

AND

BILL WINTERS
601 West Swann Avenue
Tampa, Florida 33606
SERVE KENTUCKY SECRETARY OF STATE
PURSUANT TO 454.210:
Kentucky Secretary of State
Summons Division
P.O. Box 718
Frankfort, KY 40602

FILED IN CLERKS OFFICE
DAVID L. NICHOLSON, CLERK

JAN 22 2010

By [Signature]
DEPUTY CLERK


[Signature]

AND

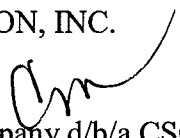
MARC E. YONKER
601 West Swann Avenue
Tampa, Florida 33606
SERVE KENTUCKY SECRETARY OF STATE
PURSUANT TO 454.210:
Kentucky Secretary of State
Summons Division
P.O. Box 718
Frankfort, KY 40602

AND

over
[Signature]

JOSEPH L. ROUSSELLE, JR. 
601 West Swann Avenue
Tampa, Florida 33606
SERVE KENTUCKY SECRETARY OF STATE
PURSUANT TO 454.210:
Kentucky Secretary of State
Summons Division
P.O. Box 718
Frankfort, KY 40602

AND

1ST PHYSICIAN REHABILITATION, INC. 
1512 Crums Lane
Louisville, KY 40216
SERVE: Corporation Service Company d/b/a CSC - Lawyers
Incorporating Service Company
421 West Main Street
Frankfort, KY 40601
Agent for Service of Process

*** **

Comes the Plaintiff, Sharon Langford, having been duly sworn, and for her Verified

Complaint states under oath as follows:

1. Plaintiff is a citizen and resident of the Commonwealth of Kentucky.
2. The Defendant, Winters, Yonker & Roussele, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker Attorneys at Law, PA, is a foreign professional services corporation with principal offices located in Tampa, Florida, who has offices in Kentucky and advertises that it provides legal advice and services to the citizens of Kentucky.
3. The Defendants, Bill Winters, Marc E. Yonker and Joseph L. Roussele, Jr., are principal owners and managers of the law firm and entity known as Winters, Yonker & Roussele, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker

Attorneys at Law, PA, who at all times mentioned herein acted as attorneys in the Commonwealth of Kentucky for the Plaintiff, Sharon Langford.

4. The Defendant, 1st Physician Rehabilitation, Inc., is a Kentucky corporation duly authorized to conduct business in the Commonwealth of Kentucky.

5. On June 16, 2008, the Plaintiff, Sharon Langford, executed a written agreement employing and engaging the law firm of Winters, Yonker & Rousselle, P.S.C., to represent her in connection with bodily injury claims arising from an automobile accident.

6. Immediately after signing the contract employing Winters, Yonker & Rousselle, P.S.C., to act as her attorneys, Plaintiff was instructed by an authorized employee/representative of the Defendant to seek all future medical treatment at offices owned and operated by the Defendant, 1st Physician Rehabilitation, Inc., in Louisville, Kentucky.

7. Plaintiff advised Winters, Yonker & Rousselle, P.S.C. that she was an insured under a policy of health insurance with Humana but was advised by Winters, Yonker & Rousselle, P.S.C. that she could not access the benefits of her health insurance because her injuries had occurred as a consequence of an automobile accident.

8. Following the instructions of her attorneys, Plaintiff met with and began receiving medical treatment from 1st Physician Rehabilitation, Inc., a/k/a 1st Physician Rehab, Inc., on June 17, 2008.

9. Employees and authorized representatives of 1st Physician Rehabilitation, Inc. advised Plaintiff that she could not access the benefits of her private health insurance to pay medical expenses she would incur to treat her injuries, because the injuries arose from an automobile accident.

10. According to records of the Commonwealth of Kentucky, Secretary of State, 1st Physician Rehabilitation, Inc. is owned, operated and/or managed by Gary Kompathecras, who is identified in the Secretary of State's records as "Gary Kompatheras, President."

11. To Plaintiff's knowledge and belief, Gary Kompathecras is the same Gary Kompathecras who owns, operates and/or manages an entity known as 1-800-ASK-GARY and/or Ask Gary Holdings, LLC, which entity is incorporated and/or otherwise organized in the State of Florida at 4054 Sawyer Road, Sarasota, Florida 34233.

12. During the course of her treatment at 1st Physician Rehabilitation, Inc., Plaintiff was referred and advised to undergo surgery by physicians associated with an entity known as Physicians Group, LLC, a Florida limited liability company which is owned, operated and/or managed by Gary Kompathecras with a principal address of 4054 Sawyer Road, Sarasota, Florida 34233.

13. The Defendant, Winters, Yonker & Rousselle, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker Attorneys at Law, PA, arranged and paid for Plaintiff to fly by commercial aircraft to Tampa, Florida in order to receive surgery on September 23, 2008. A physician named Frank B. Gomes, an employee of Physicians Group, LLC, performed an anterior cervical discectomy with interbody allograft fusion surgery upon the Plaintiff in Bradenton, Florida on September 23, 2008, and Plaintiff was discharged from the hospital on September 25, 2008.

14. The Defendant, Winters, Yonker & Rousselle, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker Attorneys at Law, PA, did not advise nor disclose to Plaintiff that it was incorporated as a professional service corporation located in Tampa, Florida.

15. To Plaintiff's current knowledge and belief, the Defendant, Winters, Yonker & Rousselle, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker Attorneys at Law, PA, has a relationship with Gary Kompathecras and/or 1-800-ASK-GARY, or other entities owned, managed and/or operated by Gary Kompathecras, whereby it receives client referrals from advertising conducted by Gary Kompathecras and/or entities under his ownership and/or control, yet it did not disclose this relationship to the Plaintiff.

16. To Plaintiff's current knowledge and belief, the Defendant, Winters, Yonker & Rousselle, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker Attorneys at Law, PA, referred Plaintiff and refers other clients to 1st Physician Rehabilitation, Inc. in consideration for receiving client referrals from Gary Kompathecras and/or entities under his ownership, control and/or management, yet it did not disclose this relationship to Plaintiff.

17. To Plaintiff's current knowledge and belief, the Defendant, 1st Physician Rehabilitation, Inc., referred Plaintiff and refers other patients for medical treatment to entities that are owned, controlled, operated by, associated with, and/or otherwise managed by Gary Kompathecras.

18. On January 23, 2009, Plaintiff was advised that her bodily injury claims had been settled for a total sum of \$200,000.00. From the proceeds of this settlement, Plaintiff received the sum of \$62,738.22; her attorneys received the sum of \$75,000.00; and the healthcare providers referred by the Defendants received \$64,518.70. Despite request from Plaintiff, the Defendant, Winters, Yonker & Rousselle, P.S.C., a/k/a Winters & Yonker, Attorneys at Law, P.S.C., a/k/a Winters & Yonker Attorneys at Law, PA, did not provide documentation of the alleged expenses nor documentation that medical expenses were actually paid to the providers, which expenses had been deducted from the settlement proceeds.

19. As a direct and proximate result of the Defendant's false statements that Plaintiff could not access her health insurance coverage with Humana, Plaintiff sustained economic losses, including loss of benefits of medical treatment by in-network providers, and also lost opportunities to receive treatment from providers who did not have an undisclosed relationship with her attorneys.

20. The Defendants' statements that Plaintiff could not access her private health insurance coverage because she was injured in an automobile accident were material misrepresentations which were false and known to be false or made recklessly with an intent and inducement to be acted upon. Plaintiff acted in reliance upon the Defendants' material misrepresentations by foregoing the benefits of her private health insurance coverage, thereby sustaining economic and financial injuries as well as a loss of opportunities to access treatment by other medical providers.

21. The Defendants' failure to disclose their relationship constitutes a willful failure to disclose material facts which were reasonably necessary to permit Plaintiff to make informed decisions regarding her legal representation and medical treatment by the Defendants.

22. The Defendants' misstatements and failures to provide information reasonably needed by the Plaintiff were conducted negligently, recklessly, intentionally, in breach of fiduciary obligations, and were otherwise tortious, entitling Plaintiff to recover all damages sustained as a direct and proximate result of the Defendants' actions as well as punitive damages, pre-judgment interest, disgorgement of fees and monies acquired from her by the Defendants, emotional distress, and all other damages naturally flowing therefrom.

WHEREFORE, the Plaintiff, Sharon Langford, requests the following relief:

1. Judgment against the Defendants, jointly, severally, individually, and/or as their respective liabilities may appear, in reasonable monetary sums sufficient to compensate Plaintiff for all damages sustained and incurred as a direct result of the Defendants' actions, as well as punitive damages in a reasonable sum to be shown by the evidences;

2. Recovery of her costs and attorney's fees, as well as pre-judgment interest on all damages;

3. Trial by jury on all issues so triable;

4. Leave to amend this pleading upon the discovery of additional facts; and

5. Any and all other proper relief to which the Plaintiff may now or hereafter appear to be entitled.

VERIFICATION

By my signature below I verify I have read the foregoing provisions of this Verified Complaint and said provisions are true and accurate to the best of my present knowledge and belief.


SHARON LANGFORD

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by Sharon Langford this 22nd day of January, 2010.


NOTARY PUBLIC, KENTUCKY AT LARGE

MY COMMISSION EXPIRES: 10-31-2011

Prepared By:

A handwritten signature in black ink, appearing to read "Samuel B. Carl", is written over a horizontal line.

SAMUEL B. CARL
RICHARD J. HEAD
616 South Fifth Street
Louisville, KY 40202
(502) 583-3898
Counsel for Plaintiff