

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT, IN AND FOR
OSCEOLA COUNTY, FLORIDA

CASE NO. CI06 ON 2934

HOLLY MARIE KOHLER, natural parent and legal
guardian of ALEXANDER CAMERON KOHLER,
a minor

Plaintiff,

ST. CLOUD CVS, L.L.C., a Florida limited liability
corporation d/b/a CVS PHARMACY #4799; CVS/
PHARMACY #4799; CVS PHARMACY, INC., a
foreign corporation authorized to do business in the
State of Florida; H. N. RICHTER, R.Ph.; AIMEE
KISTEN, P.I.C. and PRIEB ST. CLOUD, L.L.C.
f/k/a PRIEB CVS ST. CLOUD, L.L.C., a foreign
limited liability corporation authorized to do business
in the State of Florida,

Defendants.

**PETITION FOR APPROVAL OF SETTLEMENT OF MINOR'S CLAIM
AND FOR APPROVAL OF PROPOSED DISTRIBUTION OF PROCEEDS**

Comes now the Petitioner, **HOLLY MARIE KOHLER**, as Natural Parent and Guardian
of **ALEXANDER CAMERON KOHLER**, by and through their undersigned counsel, and hereby
petition the Court for Approval of Settlement of Minor's Personal Injury Claim pursuant to Chapter
744 of the Florida Statutes. As grounds for this Petition, the Petitioners would state as follows:

1. **Holly Marie Kohler**, resides at 917 Albertville Court, Kissimmee, Florida 34759,
and she the parent and natural guardian of **Alexander Cameron Kohler**, a minor. **Alexander
Cameron Kohler**, age 3, resides at 917 Albertville Court, Kissimmee, Florida 34759, with his
mother, **Holly Marie Kohler**, and his date of birth is October 15, 2004.



FILED
CLERK OF THE COURT
OSCEOLA CO., FLORIDA
08 APR -4 AM 11:02
LARRY W. WILLEY
CLERK OF COURT
CIVIL

2. On December 30, 2004, Mrs. Kohler visited the CVS Pharmacy, located at 2101 13th Street, in St. Cloud, Florida, to fill a prescription for her infant son, Alexander Kohler, for Zantac 15 MG/ML Syrup GSK, prescribed by Nazim Merchant, M.D, the child's pediatrician. At the time, Alexander was two (2) months old and was receiving Zantac 15 MG/ML Syrup for gastroesophageal reflux. The prescribed dosage was (3/4) of a milliliter by mouth, twice per day for 30 days. Attached hereto as *Exhibit "A"* is a copy of the prescription from Dr. Merchant. The CVS pharmacist, Aimee Kestin, filled the prescription incorrectly and typed the dosage as 3/4 teaspoon on the prescription label. Attached hereto as *Exhibit "B"* is a copy of the prescription label. The incorrect dosage was given to **Alexander Cameron Kohler**, for approximately one month.

Around January 25, 2005, Holly Kohler, returned to CVS and spoke with Aimee Kestin and told her that she had taken Alexander to see Dr. Merchant for a check-up and told him about the 3/4 teaspoon dosage and that Dr. Merchant told her that the dosage was incorrect. Ms. Kestin then looked up her records, realized the error and told Holly Kohler, that she would correct the prescription.

3. Alexander Cameron Kohler was showing signs of seizure type activities and on March 16, 2005, he was hospitalized at Florida Hospital, where he underwent neurological evaluation as well as an EEG, CT of the brain, MR of the brain determine the cause of the seizures. All the tests results were negative. Attached hereto as *Exhibit "C"*, are the Florida Hospital medical records for the March 16, 2005 admission.

Alexander was also evaluated and treated by Ronald G. Davis, M.D., a board certified pediatric neurologist. Dr. Davis reviewed the hospital records and all diagnostic tests and

ordered a 24 hour long video EEG. Attached hereto as *Exhibit "D"* are Dr. Davis's medical records.

However, Alexander Cameron Kohler, was suffering from sleep apnea since he was 12 days old and showed signs of seizure type activity as early as early as October 27, 2004. Attached hereto as *Exhibit "E"*, is a copy of Dr. Merchant's October 27, 2004 office note.

4. CVS Pharmacy has admitted that they mis-filled the prescription through the pharmacist, Aimee Kisten, but have denied any causal relationship between the taking of the 3/4 teaspoon of Zantac and any alleged seizure activity of Alexander Cameron Kohler.

5. The Petitioners retained Ronald J. Langa, on a contingency fee basis to assert a claim for negligence. A copy of the contract between Petitioners and undersigned counsel is attached as *Exhibit "F"*.

6. By order dated March 3, 2008, this court has appointed Gary J. Boyton, as Guardian Ad Litem, for the purpose of rendering an opinion on whether the proposed recovery is in the best interest of the minor and representing said minor's interest regarding the Petition for Approval of Settlement of Minor's Claim and For Approval of Proposed Distribution of Proceeds.

7. Petitioner has a claim in the instant case for damages they have suffered individually as a result of the personal injuries of the minor. Petitioner is unaware of any other interests they have that are in conflict with the interests of the minor.

8. The parties have reached a proposed settlement in the amount of \$47,500.00. A copy of the Compromise and Settlement Agreement and the release are attached hereto as *Exhibit "G"*. A copy of the proposed closing statement showing the total settlement, attorney fees, costs and net recovery to the minor being \$24,569.26, is also attached as *Exhibit "H"*.

9. The Petitioner proposes use of all the net funds to the minor to purchase an annuity contract. Payment of \$24,569.26 from CVS Pharmacy, Inc., shall be structured through the purchase of an annuity to be issued by The Prudential Insurance Company of America, an "A+ " rated life carrier by A.M. Best Insurance Ratings Service. The annuity contract will be issued by The Prudential Insurance Company of America, and CVS Pharmacy, Inc., will be assigning its liability to make the future periodic payments to Prudential Assigned Settlement Services Corporation ("PASSCorp") by way of a Qualified Assignment. The obligation to make the future periodic payments will be guaranteed through the issuance of a Letter of Guarantee to be provided by The Prudential Insurance Company of America.

10. In accordance with the structured settlement agreement, the assignee will fund the obligation to make payments through the purchase of an annuity from The Prudential Insurance Company of America, who shall make the future periodic payments to **Alexander Cameron Kohler**, as follows: Fifteen Thousand Eight Hundred Twelve Dollars and Twenty Five Cents (\$15,812.25) yearly, guaranteed for four (4) years, beginning 08/01/2023, and ending 08/01/2026.

The recovery shall be paid by CVS Pharmacy, Inc., on behalf of the defendant by a check made payable to PASSCorp on behalf of **Alexander Cameron Kohler**, a minor.

11. Any payments to be made after the death of **Alexander Cameron Kohler**, pursuant to the terms of a Settlement Agreement and Release signed by the parties, shall be paid to the Estate of Alexander Cameron Kohler. Upon reaching the age of majority, **Alexander Cameron Kohler** shall have the right to submit a request to change the beneficiary designation pursuant to the terms of said Settlement Agreement and Release.

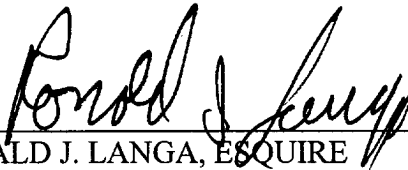
12. The Petitioners understand that, if approved, there can be no further action taken against CVS Pharmacy, Inc., CVS Caremark Corporation, Holiday CVS, LLC f/k/a St. Cloud

CVS, L.L.C. The Petitioners have concluded that the proposed settlement and distribution of proceeds into an annuity contract are in the minor's best interests.

13. All the medical bills were paid by Wellcare and Medicaid. There are no outstanding medical bills or liens due or payable by Holly Marie Kohler or Alexander Cameron Kohler, in this case. Attached hereto as *Exhibit "I"*, are letters from First Recovery (Wellcare) dated January 21, 2008 and Health Management Systems (Medicaid) dated January 15, 2008, stating they have no liens in this matter.

WHEREFORE, the Petitioner moves this Court for entry of an order authorizing settlement of **Alexander Cameron Kohler's** claim, including execution of all settlement documents by Holly Kohler, payment of all costs and attorney fees, and purchase of the proposed annuity contract.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U.S. Mail this 3rd of April, 2008, to Holly Marie Kohler, 917 Albertville Court, Kissimmee, Florida 34759 and Terese M. Latham, Esq., 101 Southhall Lane, Suite 190, Maitland, Florida 32751 and Gary J. Boynton, Esq., 1099 W. Morse Boulevard, Winter Park, Florida 32789.


RONALD J. LANGA, ESQUIRE
Florida Bar No. 0189789
Ronald J. Langa, P.A.
200 North Primrose Drive
Orlando, Florida 32803
Telephone: (407) 896-9810
Facsimile: (407) 896-1129
Attorney for Petitioner

HISTORY REVIEW-PROBLEMS

NAME: Alexander Kohler

Chief Complaints: <u>Severe Acid Reflux</u>	Review of Systems	
Recent Medical History:	Eyes <u>N/A</u>	Heart <u>N/A</u>
	Ears <u>N/A</u>	Genitalia <u>N/A</u>
	Nose <u>N/A</u>	Abdomen <u>N/A</u> <u>ge reflux</u>
	Throat <u>N/A</u>	Neurological <u>N/A</u>
	Lungs <u>N/A</u>	Extremities <u>N/A</u>
	Skin <u>N/A</u>	Others <u>N/A</u>
	Allergies: <u>Zinc Oxide</u>	
	Medications: <u>none</u>	

FAMILY HISTORY: Φ Φ

PAST MEDICAL HISTORY: Φ

AGE	YRS	MO	HEIGHT	WEIGHT	SEX	TEMP	PULSE	RESPIRATION	BLOOD PRESS.
		<u>2</u>	<u>-</u>	<u>14.8 lbs</u>	<u>M</u>	<u>96.2</u>	<u>110</u>	<u>24</u>	

FULLY DESCRIBE ALL FINDINGS BELOW			N=NORMAL	A=ABNORMAL		
GENERAL APPEARANCE	<u>N</u>	<u>A</u>		BREAST	<u>N</u>	<u>A</u>
BEHAVIOR DURING EXAM	<u>N</u>	<u>A</u>		CHEST	<u>N</u>	<u>A</u>
HEAD & FONTANELLAS	<u>N</u>	<u>A</u>		LUNGS	<u>N</u>	<u>A</u>
SKIN, SCALP, HAIR	<u>N</u>	<u>A</u>		ABD (INC. HERNIAS & UMBILICUS)	<u>N</u>	<u>A</u> <u>ge reflux</u>
NECK	<u>N</u>	<u>A</u>		GENITALIA	<u>N</u>	<u>A</u>
EARS	<u>N</u>	<u>A</u>		RECTUM/ANUS	<u>N</u>	<u>A</u>
EYES	<u>N</u>	<u>A</u>		LYMPH NODES	<u>N</u>	<u>A</u>
NOSE	<u>N</u>	<u>A</u>		BONES, JOINTS (INCL. HIPS)	<u>N</u>	<u>A</u>
MOUTH/PALATE	<u>N</u>	<u>A</u>		EXTREMITIES	<u>N</u>	<u>A</u>
TEETH	<u>N</u>	<u>A</u>		NEUROLOGICAL	<u>N</u>	<u>A</u>
PHARYNX	<u>N</u>	<u>A</u>		GAST. ASSMT.	<u>N</u>	<u>A</u>
HEART	<u>N</u>	<u>A</u>		DEHYDRATION	<u>N</u>	<u>A</u>
PULSE	<u>N</u>	<u>A</u>		DEHYDRATION PERCENTAGE	5%	10%

2m OLD CHILD WITH THE FOLLOWING

PROBLEM: 1. Severe reflux

2.

3.

4.

ASSOCIATED MEDICAL CONDITIONS U

SPANISH Y N

PLAN	1. <u>Zantac</u>	<u>15ml</u>	<u>3/4 ml</u>	<u>9 12° X 30d</u>
	2. <u>enf AR.</u>			
	3.			
	4.			

COUNSELING: ALL SAFETY ISSUES AS PER AGE & DISEASE DISCUSSED FOR S MINUTES
 PARTICIPATORY GUIDANCE GIVEN ON: S MINUTES

SIGNATURE OF PHYSICIAN [Signature]

DATE OF EXAM: 12-30-04

RTO m

"A"

KO
12-30-2004

PROMISED: 04:35p
12-30-2004
Scripts: 01

CVS/pharmacy #4799 Ph: 407.892.3213

CUSTOMER RECEIPT

2101 13TH STREET
ST. CLOUD, FL
34769-0000



07 0186592 00 0000000

KOHLER, ALEXANDER

2576 LAKOTA AVE, SAINT CLOUD, FL 34769-0000

Ph: 407.301.2829

DOB: 10-15-2004

Date: 12-30-2004 DAY: 0

Rx: 186592 00

ZANTAC 15 MG/ML SYRUP GSK

GLAXOSMITHKLINE

GIVE 3/4 TEASPOONFUL TWICE A DAY FOR 30 DAYS

NDC: 00173-0383-54 Days Supply: 30 Refills: 0 Qty: 225 ML

Prscrbr: MERCHANT, NAZIM N

PAY: \$.00

TP: 15227 GR: 826257
AUTH: 170901

WHI HEALTH INITIATIVE

Caps: Y
Coun: N

001489

*Your CVS Pharmacist can
answer questions about
your medications*

- Knowledgeable
- Caring
- Committed
- Confidential

CVS/pharmacy

001538

**CVS
RapidRefill™**

Avoid waiting for your prescription refills
Order your refills 24 hours per day/7 days per week

1. Call your CVS/pharmacy
2. Enter your CVS prescription number.
3. Enter the time you'd like to pick up your prescription

Don't Wait, Call a Day Ahead

"B"

KO
12-30-2004

PROMISED: 04:35p
12-30-2004
Scripts: 01

CVS/pharmacy #4799 Ph:407.892-3213

CUSTOMER RECEIPT

2101 13TH STREET
ST. CLOUD, FL
34769-0000



KOHLER, ALEXANDER
2576 LAKOTA AVE, SAINT CLOUD, FL 34769-0000
Ph:407.301-2829 DOB:10-15-2004

Date:12-30-2004 DAW:0
Rx: 186592 00

ZANTAC 15 MG/ML SYRUP GSK
GLAXOSMITHKLINE

GIVE 3/4 TEASPOONFUL TWICE A DAY FOR 30 DAYS

NDC:00173-0383-54 Days Supply: 30 Refills: 0 Qty:225 ML
Prschr: MERCHANT, NAZIM N
TP: 15227 GR:826257
AUTH#170901 WHI HEALTH INITIATIVE

PAY: \$.00
Caps:Y
Couns:N

001489

*Your CVS Pharmacist can
answer questions about
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- Knowledgeable
- Caring
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CVS/pharmacy

001538

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Order your refills 24 hours per day/7 days per week

1. Call your CVS/pharmacy
2. Enter your CVS prescription number.
3. Enter the time you'd like to pick up your prescription

Don't Wait, Call a Day Ahead

"B"

PATIENT

CHART# 01 05-00012178
MRI# 3390095

AUNT # 14505617

PATIENT LAST NAME		FIRST	MI	DOB	AGE	SEX	M/S	O	FC	SERV	LOCATION
KOHLER, ALEXANDER CAMERON				10/15/04	5	M	M	S	1	20	6S 6318 01
ADDRESS		CITY		STATE		ZIP		HOME PHONE #			
2576 LAKOTA LN		SAINT CLOUD		FL		34769		(407) 301-2829			
SOCIAL SECURITY #		SPOUSE		RELIGION		CHURCH					
[REDACTED]				MISC		OTHER					
PATIENT OCCUPATION		EMPLOYER		EMPLOYER ADDRESS		BUS PHONE #					
NOT EMPLOYED		UNEMPLOYED				() -					
RESPONSIBLE PARTY NAME		RELATIONSHIP		GUAR SOCIAL SECURITY #		GUAR DOB					
KOHLER, HOLLY M		CHILD DEPENDENT		[REDACTED]		06/05/1978					
GUARANTOR ADDRESS		CITY		STATE		ZIP		GUAR HOME PHONE #			
2576 LAKOTA LN		SAINT CLOUD		FL		34769		(407) 301-2829			
GUARANTOR EMPLOYER		EMPLOYER ADDRESS		GUAR BUS PHONE #							
UNEMPLOYED				() -							
SERVICE DATE	TIME	ARRIVAL METHOD	ADM TYPE/SOURCE	PRR	RR	ATTENDING PHYSICIAN					
03/16/05	2038	CAR	1 7		TCM7	DESAI MD, VIVEK					
ACCIDENT DATE	TIME	ACCIDENT LOCATION		PRESENTING COMPLAINT							
				SEIZURES							
LAST FH VISIT DATE		PRESENTING DIAGNOSIS CODE		OTH CONVULSIONS							
02/04/05 O E		780.39									
MEDICARE #	TYPE	PAYOR		TYPE		PAYOR					
	I	HEALTHEASE									
PAYOR CODE	CODE	BILLING ADDRESS		CODE		BILLING ADDRESS					
	2NHE	PO BOX 31371		SPA							
MEDICAID #	CITY AND STATE		33631		CITY AND STATE						
	TAMPA, FL										
TR CODE	SUBSCRIBER		PT/REL		SUBSCRIBER		PT/REL				
	KOHLER, ALEXANDER CAMERON 01										
	SUBSCRIBER SS#		DOB		SUBSCRIBER SS#		DOB				
	[REDACTED]		10/15/2004		-		-				
REGISTER DATE	POLICY #	GROUP #		POLICY #		GROUP #					
	[REDACTED]										
PRIOR HOSP	VERIFICATION PHONE #		() -		VERIFICATION PHONE #						
	(800) 278-0656				() -						
OCC SPAN DATES	PRECERTIFICATION #		PRECERTIFICATION #								
	102782173										
	PRECERT PHONE #		() -		PRECERT PHONE #						
	(877) 431-8779				() -						
PT/REL	SPOUSE OR NEXT OF KIN		ADDRESS		SPOUSE/NOK HOME PHONE #						
03	KOHLER, DALE		2576 LAKOTA LN SAINT CLOUD, FL		34769		(407) 301-2829				
SPOUSE/NOK EMPLOYER		EMPLOYER ADDRESS		SPOUSE/NOK BUS PHONE #							
ROAD RANGERS		ORLANDO ORLANDO, FL		32825		() -					
PT/REL	FRIEND/RELATIVE		ADDRESS		CONTACT PHONE #						
03	KOHLER, HOLLY M		SAINT CLOUD, FL		34769		(407) 301-2829				
DISCHARGE DATE		TIME	DISCHARGED TO		PATIENT TYPE						
03/19/05		1514	TO HOME		INPATIENT						
REMARKS		NON-SMOKER		PCP: MERCHANT, NAZIM		USE THIS NUMBER FOR PATIENT DICTATION					
				(407) 846-7669		14505617					
D/C		[Signature]		[Signature]		NPPP SIGNED 10/26/04					
A/A		[Signature]		[Signature]		MRI# 3390095					
C/A		[Signature]		[Signature]							
P		[Signature]		[Signature]							
03/22/2005 07.02.03 MEDRECFS											

120

FLORIDA
HOSPITALEMERGENCY PHYSICIAN RECORD
Seizure / Spell / Apnea (5)
☐ Alt. Springs ☐ Apopka ☐ Celebration Health
☐ East ☐ Kissimmee ☒ Orlando ☐ Winter Park

TIME SEEN: 15:30 ROOM: EMS Arrival

HISTORIAN: mother father patient paramedics

_HX / _EXAM LIMITED BY:

HPI

chief complaint: seizure x1 x2 x3 multiple status
fever 5xoccurred: just prior to arrival
yesterday

character of episode:

lost consciousness
unresponsive
completely partially
did not regain between seizuresmotor activity
generalized "shaking all over"
shaking in one area:
other:eyes rolled back closed
deviated to R/L roving aboutstopped breathing / cyanosis
bowel / urinary incontinence

number and duration:

unknown duration / number
single isolated seizureduration sec-min-hr
repeated seizures x1 x2 x3 x4 multiple
continuous seizure activity
continued on arrival in ED

subsequent symptoms:

none
crying / fussy
less responsive / lethargicinjury: head neck nose lip mouth bit tongue
chest abdomen back RUE RLE LLE LLE none

associated symptoms: none see ROS

fever (prior to seizure / after seizure)
to 102.6 F oral rectal axillary TM
not measured - subjectivedizziness
possible ingestion

sick contacts home school other

Similar symptoms previously

Recently seen / treated by doctor

Recently seen in ED

Immunizations UTD

ROS

HEAD / ENT / EYES

ear ache / pulling at ears R/L
runny nosecongestion sneezing
colored / clear drainage

sore throat

red eyes / discharge R/L

recent head trauma

headache

CHEST

cough

trouble breathing

wheezing stridor
mild moderate severe

GI / GU

nausea / vomiting

diarrhea

abdominal pain

pain with urination

CONST

acting differently

fussy crying more not sleeping
less active inconsolable

drinking / eating less

not drinking
decreased urination
last urinated

SKIN

skin rash

diaper rash

MS / LYMPH

arm / leg pain / swelling
"lumps" or "swollen glands"

All systems neg except as marked

Pt began to shudder movement entire
body shaking → minute

PAST HX

seizure(s) negative
epileptic febrilehead trauma
brain tumor
craniotomy
complications at birth
cerebral palsy
problems in utero
premature birth 38

other problems

delayed development
ear infections
pharyngitis
bronchiolitis / asthma
pneumonia
urinary tract infection
diabetes

Hx of Necrotizing Enterocolitis

Medications none see nurses note
phenobarbital tegretol depakote
INH over the counterAllergies NKDA
see nurses noteSOCIAL HX smoke exposure / smoker alcohol
attends daycare / school drug use

FAMILY HX epileptic seizures febrile seizures

In: 03/16/05 14305617 ACCT
Pt. KOHLER, ALEXANDER CAMER
DC 005M M 10/15/04N
ERDOC, ORLANDO MD
O NRI 3390095-2
NRI

03/23/2005

FLORIDA HOSPITAL - ORLANDO
Diagnosis/Procedure Summary Form

PAGE: 1
MI9773DF

PATIENT : KOHLER, ALEXANDER CAMER BIRTHDATE: 10/15/2004 MRI# : 3390095
ADMIT DATE: 03/16/05 AGE: 5 M ACCT#: 14505617
DISCH DATE: 03/19/05 SEX: MALE PAYOR: 2NH
PHYSICIAN : DESAI, VIVEK, S. 120002 DISCH DISP: 01
DRG: 26 SEIZURE & HEADACHE AGE 0-17 WEIGHT:
LOS: 3 GMLOS: CHARGES: \$13,671 REIMBURSEMENT: \$2,958

----- D I A G N O S E S -----

PRINCIPAL 780.39 OTH CONVULSIONS
SECONDARY 745.4 VENTRICULAR SEPT DEFECT
786.03 APNEA
530.81 ESOPHAGEAL REFLUX
756.0 ANOMAL SKULL/FACE BONES
691.0 DIAPER OR NAPKIN RASH

----- P R O C E D U R E S -----

PRINCIPAL 03.31 SPINAL TAP

RAMIREZ, JOSE,

03/16/2005
013994

SECONDARY

----- C - P T C O D E S ----- --A-P-C-- -S- ---- M O D I F I E R S ----

FLORIDA HOSPITAL
FLORIDA HOSPITAL - ORLANDO

DICTATING PHYSICIAN: Tania R. Crussiah, MD, Resident

DATE OF ADMISSION: March 16, 2005

DATE OF DISCHARGE: March 19, 2005

PRIMARY CARE PHYSICIAN: Nazim N. Merchant, MD

ATTENDING PHYSICIAN: Oludapo F. Soremi, MD

ADMISSION DIAGNOSIS:

Recurrent seizures, unknown etiology.

DISCHARGE DIAGNOSIS:

1. Recurrent seizure activity with a negative MRI and a negative EEG.
2. Gastroesophageal reflux disease, stable on medications.
3. History of apnea with an apnea machine at home, stable.
4. Ventricular septal defect, followed by Pediatric Cardiology.

CONSULTANTS: Carl R. Barr, DO, Neurology.

PROCEDURES: An EEG done on March 17, 2005, reading as normal for age. No epileptiform activity detected during this study.

BRIEF ADMISSION HISTORY: This is a 5-month-old white male with a history of apnea, on a apnea monitor and gastroesophageal reflux disease (GERD), on Zantac, doing fine until the day prior to admission when mom noted an eye rolling, generalized tonic-clonic, brief color change, and incontinence lasting 2 to 3 minutes. Sent to Osceola Regional Medical Center. Discharged. Went to see a primary care physician, Dr. Merchant, and had another seizure late that day, referred to us for recurrent seizures.

INITIAL PHYSICAL EXAMINATION: Vital Signs: Afebrile. -- Heart rate 147, respiratory rate 30, and O2 saturation 98%. Physical exam revealed a scalp exam showing open and soft fontanelle, but head somewhat enlarged with a triangular facies and frontal bossing. Lungs were clear. Heart was regular rate and rhythm. Abdomen was soft and nondistended. GU area with a severe diaper dermatitis otherwise a normal exam.

GMTS

CLINICAL RESUME

TANIA R. CRUSSIAH MD

D: 04/25/05

PAGE: 1

T: 04/29/05 09:39

KOHLER, ALEXANDER CAMERON

MRI : 3390095

ACCT: 14505617

JOB : 01 0666

04/30/05 15:08
T/P:JTRB-GN87-HUQO

FLORIDA HOSPITAL
ORLANDO, FLORIDA

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USE ONLY. ANY REDISCLOSURE IS FORBIDDEN BY STATE STATUTE.

FLORIDA HOSPITAL
FLORIDA HOSPITAL - ORLANDO

HOSPITAL COURSE: This is a 5-month-old white male with a known history of apnea and GERD, presenting with recurrent seizures referred by his primary care physician. He was admitted to the hospital. A lumbar puncture was done along with other labs and studies as stated below. Neurology was consulted, and an EEG was done along with an MRI. EEG was normal for age, and MRI of the brain showed no abnormalities. Ventricles within normal limits. No mass effect, midline shift, or diffusion demonstrated.

The patient was started on phenobarbital and started on antibiotics until all his cultures were negative. He is being discharged home in good status to follow up with his primary care physician in 3 days or sooner, with pediatric cardiologist as already scheduled for April 2005, and with Pediatric Neurology, Dr. Barr, in 6 to 8 weeks to follow up on all pending labs.

DIAGNOSTIC DATA: White count of 13, H&H of 13 and 38, platelets of 547,000, neutrophils of 20, lymphocytes 70, and monocytes 7. Sodium 139, potassium 4.3, chloride 108, CO2 of 22, BUN of 14, creatinine of 0.5, calcium of 9.9, magnesium of 1.9, and lactic acid of 1.2. Phenobarbital level on March 17, 2005, was 19. Urine drug screen (UDS) was positive for carbamate. Urinalysis (UA) with 1+ occult blood, negative leukocyte esterase, negative nitrite, 21 rbc's, and 5 wbc's. CSF was clear, negative xanthochromia, 71 for glucose, 40 protein, and 1 nucleated cell. CSF culture negative for 3 days. Bacterial antigen detection negative. Urine culture negative for 2 days and stool culture negative. Pyruvic acid is 0.1. Biotinidase is 9.0. EEG is within normal limits. MRI with no abnormalities. CT of the brain is negative, and urine metabolic screen is also negative. At this time, pending labs include urine amino acid.

DISCHARGE PLANNING: The patient is being discharged in stable condition on March 19, 2005. Diet: Resume home diet. Activity: Sleep on back on traveling in a car seat. Medications to include phenobarbital at 20 mg per 5 mL to take 8 mL p.o. nightly and Zantac 50 mg b.i.d.

1. The patient is to follow up with his primary care physician, Dr. Nazim Merchant, in 3 days or sooner if symptoms worsen and to check on pending labs of urine amino acid.
2. Pediatric cardiologist as already scheduled for April 2005 for his known ventricular septal defect (VSD).

GMTS

CLINICAL RESUME

TANIA R. CRUSSIAH MD

D: 04/25/05

PAGE: 2

T: 04/29/05 09:39

KOHLER, ALEXANDER CAMERON

P 04/30/05 15:08

MRI : 3390095

C /P:JTRB-GN87-HUQO

FLORIDA HOSPITAL
ORLANDO, FLORIDA

ACCT: 14505617

JOB : 01 0666

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FLORIDA HOSPITAL
FLORIDA HOSPITAL - ORLANDO

3. Pediatric Neurology, Dr. Barr, in 6 to 8 weeks. Ph#: 407-293-1122.

(c) SIGNED VIA APPROVAL LETTER

Tania R. Crussiah MD
Tania R. Crussiah, MD, Resident
Vivek S. Desai, MD

10666
gmts

GMTS

CLINICAL RESUME

TANIA R. CRUSSIAH MD

D: 04/25/05

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T: 04/30/05 15:08

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FLORIDA HOSPITAL
ORLANDO, FLORIDA

KOHLER, ALEXANDER CAMERON

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13-1122

Date 3/16/05

From Doctor Desai

To Doctor Davis 013841

Reason for Consultation ☒ Evaluation and management of new onset seizures

☐ One-time consult for _____

☐ Other _____

Note Findings, Diagnosis and Recommendations:

Date of Consultation 3-17-05

5 mo old ♂ w/ new onset seizure like activity yesterday. Pt had 5 episodes generalized T/C episodes w/ altered consciousness per ED record. Family available @ this time. Pt had Tmax 100° yesterday in ED on 3/15 w/ shaking episodes as well. Pt has apnea/cyanosis @ wake of age w/ 23d NICU stay w/ full septic workup and CT all @, Pt does have L-ER on Zantac. FH @ for seizures.

T brain Feb nl. EEG @, urine @ RBCs, WBCs, albumin, urine met screen + toxic + urine AL @ WBC 139, H/H/nl, platelets ↑ 319, Na 139 K 4.3 Cl 101, b22 glucose 36, Ca 9.9, phos 5.1, Mg 1.9, lactate 1.2, biotinidase + pyruvate @, Pb level 19 µg lead in ED CSF - WBC 1, RBC 2, glucose 71, protein 40, Ag @, CX @ so far meds. cephalexin, Pb 20mg @ 12°

NKDA wt - 8.5kg HC 46cm (97%) VS - 98° - 119 - 32 - 81/45

Exam - macrocephalic appearance, AF sm. soft + flat broad face but otherwise nl appearance. Awake/active, smiling, cooing. CW II-XII intact w/ full EOMs face symmetrical tongue midline. N/AE well w/ nl strength/tone, @ head bg. DTR 2-3+ toes ↓. Sensory intact to light touch/cold symmetrically. extensoria, ataxic. Abd soft 5 organs megalic. Skin remarkable for diaper rash. @ unusual birthmarks.

K/P: new onset seizures, hx apnea macrocephalic, poor head control, low grade fever - abn UA
1) agree w/ maintenance phenobarbital
2) agree w/ EEG + metabolic labs as ordered



FLORIDA HOSPITAL

CONSULTATION REPORT

602-0055 (7-04)sh(MPC#229)

Tab # 3 Consults/H&P/Dictated Reports

Signature of Consultation

[Signature]

CARL R. BARR, DO
ID# 014276

14505617
KOHLE, ALEXANDER CAMER
10/15/04N
MD
AGE 2 ED

Dictating Physician: Vivek S. Desai, MD

Date of Admission: March 16, 2005

HISTORY OF PRESENT ILLNESS: This is a 5-month-old white male who has had history of apnea on apnea monitor at night primarily, gastroesophageal (GE) reflux on Zantac, and had been doing fine until yesterday when mother noted that he had an eye-rolling generalized tonic-clonic brief color change and incontinence lasting about 2 to 3 minutes and he was postictal to some extent. The patient was seen at Osceola Regional Medical Center Emergency Department where, after initial evaluation and some blood work, he was discharged home to see Dr. Merchant. The patient was seen by Dr. Merchant at the office today. The patient did have another seizure late last night and one this morning. Because of these recurring seizures, he was referred to the emergency department.

The patient while waiting in the ED has had 2 small seizures again as described above. He had a low-grade fever but no runny nose, cough, congestion, vomiting or diarrhea. No history of ingestion. No trauma, no rashes. Because of this reason, the patient was then evaluated in the ED by Dr. Jose Ramirez. At the time of this dictation, he is still being evaluated. None of the workup results are available. He has, however, been loaded with phenobarbital because of his recurring seizures and I have been asked to admit the patient; hence, plan is being made at this time to hospitalize him to PCU for close monitoring and further workup.

PAST MEDICAL HISTORY: As mentioned above. He was diagnosed with apnea from unclear etiology at age 10 days and has been on apnea monitor since. He also has GE reflux and takes Zantac.

ALLERGIES: None to medications.

IMMUNIZATIONS: Up to date.

FAMILY HISTORY: He has one true sibling and one half sibling and they both are in good health. Both mother and father are in good health.

SOCIAL HISTORY: Noncontributory.

PHYSICAL EXAMINATION:

VITAL SIGNS: Examination shows a child who is afebrile at the time of my examination, and he has been afebrile here. He is now

D:03/16/2005
18:11:00
T:03/17/2005
10:36:49

HISTORY AND PHYSICAL

Page 1 of 3

KOHLER, ALEXANDER C

ACCT: 14505617

ROOM: ~~6330-05~~ 6718

MRI: 3390095

Vivek S. Desai, MD

FLORIDA HOSPITAL

Altamonte Apopka Celebration East Orlando Kissimmee Orlando Winter Park

somewhat sedated with phenobarbital. His heart rate is 147. Respiratory rate is in the 30s. O2 saturation is 98%. His T max is 103.

HEENT: Scalp examination shows open soft fontanelle but his head is somewhat large and has somewhat triangular facies and fronting bossing. Pupils are equal reacting. No conjunctival injection. Tympanic membranes (TMs) normal. No nasal drainage. Tongue is pink and moist. He has lower incisors just starting to erupt. Throat is fine.

NECK: Supple with full range of movements. No palpable nodes, no thyromegaly.

LUNGS: Clear bilaterally with good air exchange.

HEART: Regular rhythm. No murmur, no gallop.

ABDOMEN: Soft, nondistended. Good bowel sounds. No hepatosplenomegaly. No rebound, guarding or rigidity.

GENITALIA: Normal male with descended testicles. He has severe diaper dermatitis from diarrhea that he has had last the couple of days about 3 to 4.

EXTREMITIES: Normal with good capillary refill and peripheral pulses.

NEUROLOGICAL: Normal tone, power and sensation. Good deep tendon reflexes. No cranial nerve deformities noted.

SKIN: Normal.

ASSESSMENT:

A 5-month-old with recurring seizures. Etiology remains unclear.

PLAN:

1. Will admit to pediatric PCU for close monitoring.
2. Will workup in terms of CT scan/MRI, EEG. Neurology consult.
3. Will do metabolic workup as well.

D:03/16/2005
18:11:00
T:03/17/2005
10:36:49

HISTORY AND PHYSICAL

Page 2 of 3

KOHLER, ALEXANDER C

ACCT: 14505617

ROOM: 6330 05

MRI: 3390095

Vivek S. Desai, MD

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Altamonte Apopka Celebration East Orlando Kissimmee Orlando Winter Park

4. Continue phenobarbital and empirically start Rocephin pending culture results.
5. Further workup and management will depend on results of initial workup, hospital course and neurologist's recommendations.

Vivek S. Desai, MD

25795

: sdc/lkh

Cc:

SIGNED VIA
APPROVAL LETTER

D:03/16/2005
18:11:00
T:03/17/2005
10:36:49

HISTORY AND PHYSICAL

Page 3 of 3

KOHLER, ALEXANDER C

ACCT: 14505617

ROOM: 6330 05

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Vivek S. Desai, MD

FLORIDA HOSPITAL

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FLORIDA HOSPITAL
FLORIDA HOSPITAL - ORLANDO

DICTATING PHYSICIAN: Carl R. Barr, DO

NAME: ALEXANDER C KOHLER

DATE: March 17, 2005

DATE OF BIRTH: October 15, 2004

REFERRING PHYSICIAN: Vivek S. Desai, MD

STUDY PERFORMED:

Electroencephalogram

EEG # 05-515

INDICATIONS: EEG is obtained on this 5-month-old with new onset seizure-like activity on March 16, 2005. The patient had 5 episodes of generalized tonic-clonic activity with altered consciousness while in the emergency department. Temperature was 100.6. The patient has a history of apnea/cyanosis at 1 week of age with a 23-day NICU stay. The patient is currently being treated with Zantac, phenobarbital and Rocephin.

PROCEDURE: This patient underwent routine surface electrographic recording using a standard 10-20 system for recording. The patient was recorded in the awake and the sleep states. The patient was subjected to provocative testing using photic stimulation. During the awake state, the patient was noted to have a background rhythm of 5 Hz theta with an amplitude of 40 microvolts. There was normal reactivity and symmetry between the hemispheres, and the EEG demonstrated continuity throughout the tracing. During the awake state, no particular abnormalities were noted. The patient did sleep. Vertex sharp waves, asymmetric sleep spindles, and slowing were noted. No additional abnormalities were elicited as a result of sleep. The patient was subjected to photic stimulation in a step-wise driving fashion from 1 to 21 Hz. No additional abnormalities were noted. Heart rate was recorded at 120 beats per minute and was regular.

JMW34A

NEUROLOGY

CARL R. BARR DO

D: 03/18/05

T: 03/19/05 07:16

PAGE: 1

04/17/05 11:36

O/T/P:SDK3-HIM5-HV04

FLORIDA HOSPITAL
ORLANDO, FLORIDA

KOHLER, ALEXANDER CAMERON
MRI : 3390095
ACCT: 14505617
JOB : 02 7784

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MI97670H

FLC DA HOSPITAL
FLORIDA HOSPITAL - ORLANDO

IMPRESSION:

This EEG is normal for age. No epileptiform activity was detected during this study. Clinical correlation is suggested.

Carl R. Barr, DO

27784
: jmw

SIGNED VIA
APPROVAL LETTER

Cc:
Vivek S. Desai, MD

JMW34A

NEUROLOGY

CARL R. BARR DO

D: 03/18/05

T: 03/19/05 07:16

PAGE: 2

KOHLER, ALEXANDER CAMERON

MRI : 3390095

ACCT: 14505617

JOB : 02 7784

C 04/17/05 11:36
P: SDK3-HIM5-HV04

FLORIDA HOSPITAL
ORLANDO, FLORIDA

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BRIEF DISCHARGE SUMMARY

844 North Thornton Avenue

Orlando Florida 32803

OFFICE (407) 894-8768 FAX (407) 894-6872

PATIENT NAME: Kohler, Alexander

ADMISSION DATE: 3/16/05

AGE: 5m

DOB: 10/15/04

DISCHARGE DATE: 3/19/05

PRIMARY/REFERRING PHYSICIAN: Dr. Nasim Merchant

DIAGNOSIS:

1. Recurrent 32 activity - @MRI @EEG
2. GERD - stable on med.
3. H/O apnea - apnea machine @ home
4. VSD - followed by ped cardio.

BAD ⊖

CSF ex ⊖ x3 days

Urine ex ⊖ x2 days

Stool ex ⊖

DIAGNOSTIC DATA:13 13 549
38139 108 14
4.3 22 0.4

Phenobarbital 19 (3/17/05)

UDS @ barbiturate

UA 1000 Hg @ E. E. @ 21 mg, 500g

N 20 L 70 M 7

Ca 9.9, Mg 1.9, Lactate 0.2

CSF clear

① 1000g

71 glucose

40 protein

1 nucleated cell

TREATMENT:

Lumbar Puncture

Neuro consult → EEG, MRI

Phenobarbital

Abx until ex ⊖

Pyruv acid C.1

Dichloride 9.0

EEG - normal

MRI - Abnormality brain

DISCHARGE PLAN:

Condition: stable

Diet: Resume home diet

Activity: Sleep or back, travel in car seat

Meds: Phenobarbital 20/5 Ent PC QHS

CT brain ⊖

Urine metabolic screen ⊖

FOLLOW UP:

Zinc 15mg BID.

① PCP in 2 days or sooner if symptom worsen and check ① labs

② AHS cardiologist is already scheduled for April 05

③ Refs neuro (Dr. Barr) in 6-8 weeks 407-293-1127.

→ urine
conine acid

() AYODEJI OTEGBEYE, M.D.

() VIVEK DESAI, M.D.

() OLUDAPO SOREMI, M.D.

Kohler, Alexander Camer Sex: M BD: 10/15/2004
Rm/Bed: 633005

MR#: 003390095 PT#: 14505617

Mar 16, 2005 16:11

CT BRAIN

REASON: SEIZURE 780.39

ADDITIONAL CLINICAL DATA:

EXAM: CT BRAIN WO 03/16/2005
Cranial CT unenhanced 03/16/2005

COMPARISON: 2/4/2005

FINDINGS: Five millimeter images have been obtained from foramen magnum to vertex. The patient is somewhat asymmetric or tilted in the scanning gantry. No focal mass, hemorrhage, or zone of edema is seen. The CSF spaces over the cerebral hemispheres appear slightly generous. Neurology correlation as to the need for followup with MRI is recommended in this patient, given the seizure history presentation.

The calvarium appears intact.

IMPRESSION: FOCAL PATHOLOGY TO CORRELATE WITH THE SEIZURE HISTORY IS NOT SEEN. NEUROLOGY CORRELATION AS TO THE NEED FOR MR FOLLOWUP IS RECOMMENDED IN THIS PATIENT.

SAMUEL T RICHBOURG, MD/mw Rept #: 4333
Dictated: 03/16/2005 19:58:00 Transcribed: 03/16/2005 20:02:04
Doc #: 2747282 Req #: 05075291400

14505617

FLORIDA HOSPITAL
RADIOLOGY

ORLANDO (407) 897-1944

APOPKA 888-1159

OUTPATIENT CENTER 897-1565

ALTAMONTE 767 2808

FLORIDA RADIOLOGY ASSOCIATES, PA

REASON: SEIZURE 780.39

ADDITIONAL CLINICAL DATA:

EXAM: MR BRAIN WO 03/17/2005

COMPARISON: 2/4/05 and 3/16/05 noncontrast CT

No prior MR

FINDINGS: Ventricles are within normal limits. Mild prominence of the extra-axial space bifrontally. Brain signal within normal limits. No mass effect, extra-axial collection, midline shift or diffusion restriction demonstrated.

PRESSION:
ABNORMALITY NOT DEMONSTRATED.

JAMES B. BALL JR., MD/rwl Rept #: 7487
Dictated: 03/18/2005 06:42:00 Transcribed: 03/18/2005 21:24:48
Doc #: 2757129 Req #: 05076265100

THIS REPORT VERIFIED BY RADIOLOGIST: SIGNED COPY ON FILE IN PATIENTS RECORD
03/18/05 21:27 FINAL 050760265100

MRI: 3390095
SM (DOB 10/15/04)
'17/05
M. BRAIN WO

KOHLER, ALEXANDER CAMERON
14505617
6318 -01
VIVEK S. DESAI MD
CARL R. BARR DO

FLORIDA HOSPITAL
ORLANDO, FLORIDA
RADIOLOGY REPORT

Kohler ,Alexander Camer Sex: M BD: 10/15/2004
Rm/Bed: 633005

MR#: 003390095 PT#: 14505617

Mar 16, 2005 16:11

CT BRAIN WO

REASON: SEIZURE 780.39

ADDITIONAL CLINICAL DATA:

EXAM: CT BRAIN WO 03/16/2005
Cranial CT unenhanced 03/16/2005

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The calvarium appears intact.

IMPRESSION: FOCAL PATHOLOGY TO CORRELATE WITH THE SEIZURE HISTORY IS NOT SEEN. NEUROLOGY CORRELATION AS TO THE NEED FOR MR FOLLOWUP IS RECOMMENDED IN THIS PATIENT.

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Dictated: 03/16/2005 19:58:00 Transcribed: 03/16/2005 20:02:04
Doc #: 2747282 Req #: 05075291400

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 11/17/2005

14505617

Patient KOHLER, ALEXANDER CAMERON	Report Desc NEUROLOGY	Report 2 of 3
DOB 10/15/2004	Sex MALE	Report Date 03/18/2005
MRI 3390095	Account 14505617	Status FIN
Dict Phys BARR, CARL R.	Phys Phone (407) 293-1122	Revision 01
		Tran Oprt JMW34A
		Tran Date 03/19/2005 07:16

Patient Medical Transcription Report

DICTATING PHYSICIAN: Carl R. Barr, DO

NAME: ALEXANDER C KOHLER

DATE: March 17, 2005

DATE OF BIRTH: October 15, 2004

REFERRING PHYSICIAN: Vivek S. Desai, MD

STUDY PERFORMED:

Electroencephalogram

EEG # 05-515

INDICATIONS: EEG is obtained on this 5-month-old with new onset seizure-like activity on March 16, 2005. The patient had 5 episodes of generalized tonic-clonic activity with altered consciousness while in the emergency department. Temperature was 100.6. The patient has a history of apnea/cyanosis at 1 week of age with a 23-day NICU stay. The patient is currently being treated with Zantac, phenobarbital and Kecephin.

PROCEDURE: This patient underwent routine surface electrographic recording using a standard 10-20 system for recording. The patient was recorded in the awake and the sleep states. The patient was subjected to provocative testing using photic stimulation. During the awake state, the patient was noted to have a background rhythm of 5 Hz theta with an amplitude of 40 microvolts. There was normal reactivity and symmetry between the hemispheres, and the EEG demonstrated continuity throughout the tracing. During the awake state, no particular abnormalities were noted. The patient did sleep. Vertex sharp waves, asymmetric sleep spindles, and slowing were noted. No additional abnormalities were elicited as a result of sleep. The patient was subjected to photic stimulation in a step-wise driving fashion from 1 to 21 Hz. No additional abnormalities were noted. Heart rate was recorded at 120 beats per minute and was regular.

IMPRESSION:

This EEG is normal for age. No epileptiform activity was detected during this study. Clinical correlation is suggested.

Carl R. Barr, DO

27784

: jmw

Cc:

Vivek S. Desai, MD

PEDIATRIC NEUROLOGY, P.A.

Dr. Ronald G. Davis
Kay Taylor, ARNP

Dr. Carl R. Barr
Bridget Jordan, ARNP

1601 Park Center Drive, Ste. 4
Orlando, FL 32835
407-293-1122
Fax 407-253-2170

May 11, 2005

Nazim Merchant, M.D.
Merchant Pediatrics
201 Hilda Street, #33
Kissimmee, FL 34741

RE: ALEXANDER KOHLER

DOB: 10/15/04

Dear Dr. Merchant:

I had the opportunity to follow-up with Alexander. Of course, he was seen in the hospital because of seizure-like events. It turns out that he was taking rather large amounts of Zantac and there was a question as to whether or not that may have precipitated the seizure-like events.

He did have an evaluation that demonstrated fairly normal MRI, normal EEG and fairly abnormal amino acids, but not in a pattern consistent with a known metabolic disorder.

He was placed on Phenobarb, however, as a precautionary measure. He currently takes 2.0 cc in the morning and 10.0 cc at night. He has been tolerating that well, though he does not like the taste.

ON EXAMINATION:

General: He is afebrile with a HC of 47.0 cm. Weight 9.1 kg. RR 32, HR 132. HEENT, patient is macrocephalic. Pupils are reactive. No adenopathy. Clear pharynx. Abdomen soft, non-tender without hepatomegaly. Integument without rash or phakomatoses. Musculoskeletal without joint swelling.

NEUROLOGIC EXAM:

Mental Status: He was awake, alert, attentive and interactive.

Cranial nerves II-XII: Intact. Full EOM's. Fundi were sharp bilaterally.

Motor Exam: Normal tone and symmetric movement.

Reflexes: 1+.

Coordination and Gait: No ataxia or tremor.

IMPRESSION: Alexander is a 6-month-old with a question of seizures versus reaction to Zantac.

PLAN: At this point I will go ahead and monitor him. If his 24-hr EEG in our EMU is normal, we should be able to wean him off Phenobarb and consider this less of a primary epileptiform sort. I will repeat his metabolic testing in the hospital. Follow-up will be in the hospital as noted.

I appreciate the kind referral and I hope this letter finds you well.

Sincerely,

Ron Davis, M.D., MPH, FAAP Child Neurology

/nib



TO: Davis MD, Ronald G (HP)

file

DICTATING PHYSICIAN: Ronald G. Davis, MD

NAME: ALEXANDER C KOHLER

DATE: JUNE 14-15, 2005

DATE OF BIRTH: October 15, 2004

REFERRING PHYSICIAN: Nazim N. Merchant, MD/ Ayodeji B. Otegbeye, MD

STUDY PERFORMED:

A 24-hour prolonged video EEG.

INDICATION: A 24-hour prolonged video EEG obtained in this patient with a history of seizure currently on phenobarbital with previously normal routine EEG.

TECHNIQUE: This patient underwent routine electroencephalogram video recording in the epilepsy monitoring unit using the standard 10-20 system for recording. The patient was recorded in the awake and asleep state. The patient was subjected to provocative testing using photic stimulation.

On day #1, the patient was noted to have a background rhythm of 7 Hz theta with an amplitude of 75 microvolts. There was reactivity and symmetry. Continuity was appreciated throughout the tracing.

On day #1 of recording, no abnormalities in the awake state were appreciated.

On day #1 of the recording, the patient was subjected to photic stimulation in a step-wise driving fashion from 1-21 Hz. No additional abnormalities were detected.

The patient was not hyperventilated due to age.

On day #1 there were 0 patient events recorded.

Paperclip events reviewed did demonstrate in sleep the presence of right frontocentral sharps. These are not generalized. They are not associated with any clinical change.

Sleep occurred from 2328 to 0508 with several arousals. The patient also

Neurology/Sleep Study

Patient : KOHLER, ALEXANDER C

Dictated: 06/15/2005 08:46

Account#: 0014753294

Transcribed: 06/15/2005 13:03

MRI# : 0003390095

Room/Bed: 7324/01

01 Florida Hospital Orlando

Page 1 of 2

took a nap from 1320 through 1524 and from 1918 through 1951. During that time vertex sharp waves with slowing, sleep spindles, slow wave sleep and some limited REM sleep was recorded. During sleep is when the right frontocentral sharps were appreciated. Again, no clinical changes and no clinical correlate was noted with these sharps but were clearly present during sleep.

The independent spike detector recorded 32 events. Each was individually analyzed. No additional abnormalities were detected as a result of independent spike review.

Throughout the course of the recording, the heart rate averaged approximately 125 beats per minute and was regular.

IMPRESSION:

This 24-hour prolonged video EEG is abnormal due to the presence of right frontocentral sharps in sleep.

This may be indicative of a focal midline neuronal dysfunction.

Clinical correlation is suggested. This information was shared with the mother and medication continued.

Ronald G. Davis, MD

27035
: jim

Cc:
Nazim N. Merchant, MD
Ayodeji B. Otegbeye, MD

Neurology/Sleep Study

Patient : KOHLER, ALEXANDER C
Account#: 0014753294
MRI# : 0003390095

Dictated: 06/15/2005 08:46
Transcribed: 06/15/2005 13:03
Room/Bed: 7324/01

01 Florida Hospital Orlando

Page 2 of 2

PEDIATRIC NEUROLOGY, P.A.

Dr. Ronald G. Davis Dr. Carl R. Barr Dr. Maria D. Soriano
Kay Taylor, ARNP Monica Pedersen, ARNP Margaret Witzleb, ARNP
1743 Park Center Drive, 4th Floor, #400
Orlando, FL 32835
407-293-1122
Fax 407-253-2170

November 17, 2005

Nazim Merchant, M.D.
Merchant Pediatrics
201 Hilda Street, #33
Kissimmee, FL 34741

RE: ALEX KOHLER

DOB: 10/15/04

Dear Dr. Merchant:

Today I had the pleasure of following up with Alex in our pediatric neurology clinic. As you know, he is our 1 y/o with a history of partial complex seizure disorder as evidenced by a 24-hr video EEG. He also has a history of macrocephaly. Since we last saw him in May of 2005, Alex has been doing very well. He was receiving PT, OT and oral motor therapy through Early Stages. Developmentally he has improved to the point where he was graduated from PT. He is currently speaking a handful of words, but mom states he continues to have some slight trouble swallowing. He takes fluids okay, but he tends to push food out. Other than a slight tremor during a night show where there were a lot of flashing lights, Alex has not had any further seizure activity. During that show extra Phenobarbital was given and he did well after that. He is currently taking Phenobarbital 2 ml in the morning and 10 ml at night and he is also on Zantac and Lactulose. He is allergic to zinc oxide.

ON EXAMINATION:

General: Alex is a well-developed, healthy appearing little boy in no apparent distress. Temp 97.5, HR 120, RR 28. Weight 10.5 kg. HC 49.5 cm, which continues to be greater than the 97th percentile. HEENT, patient is macrocephalic. He has a very small fontanel which is soft and flat. His head is mostly flat on the occipital region. PERRL. No adenopathy. Clear pharynx. Abdomen soft, non-tender, non-distended. Skin without rash or phakomatoses. Musculoskeletal without joint swelling.

NEUROLOGIC EXAM:

Mental Status: He was very active and appropriate with family members and the examiner and he did verbalize a handful of words during the exam.

Cranial nerves II-XII: Intact. Full EOM's. Fundi were sharp bilaterally. Face is symmetrical. Tongue is midline.

Motor Exam: Normal tone and strength with symmetric movement bilaterally.

Reflexes: 1+ throughout.

Coordination and Gait: He could cruise around the room with assistance and his gait was appropriate for age. No tremor or ataxia noted.

IMPRESSION: Alex is our 1 y/o with a history of partial complex seizure disorder and macrocephaly who is currently doing well on his Phenobarbital.

PLAN: We had a discussion with both parents regarding changing Phenobarbital to a medication like Trileptal. They verbalized understanding and agreed to its use. We will start Trileptal 0.5 ml bid for approximately two weeks and we will increase it to 1.0 ml bid. During this time we will also wean the Phenobarbital. We have also provided mom with a referral to Dr. Trumble due to his macrocephaly and abnormal shape. He will follow-up at the office in approximately three months or sooner if the need arises.

It was a pleasure to see Alex and his family at the office today. If you have any questions regarding this patient's care, please feel free to contact our office. Thank you very much for the referral.

Sincerely,



Monica Pedersen, ARNP/Ron Davis, M.D., MPH, FAAP Child Neurology

/nlb

PEDIATRIC NEUROLOGY, P.A.

Dr. Ronald G. Davis Dr. Carl R. Barr
Kay Taylor, ARNP Monica Pedersen, ARNP Amanda Ford, ARNP
1743 Park Center Drive, 4th Floor, #400
Orlando, FL 32835
407-293-1122
Fax 407-253-2170

October 3, 2006

Ronald J. Langa, P.A.
Attorney at Law
200 N. Primrose Drive
Orlando, FL 32803

RE: ALEXANDER KOHLER

DOB: 10/15/04

Dear Attorney Langa:

As you know, I am one of the physicians who had the opportunity to evaluate Alexander after his new onset seizure on March 16, 2005. At that time Alexander was a 5-month-old who had had five generalized tonic clonic seizures. As mentioned, his seizures were of the generalized tonic clonic type. He had, prior to that, though not had any seizure activity. There was no family history of seizures.

He was evaluated at that time at Florida Hospital where he underwent testing including a CT scan which was normal. It included a spinal tap which demonstrated no significant infectious possibilities. He also had an EEG which was read as normal.

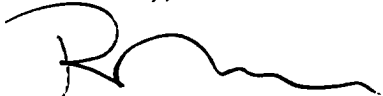
Upon further evaluation it was discovered that Alexander had been exposed to a significant quantity of Zantac. At one point it was calculated that he was taking five times the maximum dose. After further evaluation demonstrated no significant abnormality it was felt that the Zantac had precipitated the occurrence of these five seizures. For completeness he underwent metabolic testing which was also negative.

In the interval of time it was felt strongly that the Zantac precipitated the occurrence of seizure activity. Literature review does demonstrate that there is evidence in animal studies that high doses of Zantac can alter GABA transmitters. GABA is an inhibitory Neurotransmitter, the reduction of which can precipitate seizure activity.

It is my feeling that Alexander's seizure activity was precipitated by high doses of Zantac. This is based upon his negative work-up, as well as review of the Med-Line search and the fact that high doses of Zantac in the PDR clearly cause central nervous system issues including hallucinatory events, lethargy and, as mentioned, in animal studies, changes in neuro-chemistry.

Questions may be addressed to me at the address noted.

Sincerely,



Ronald G. Davis, M.D., MPH, FAAP Child Neurology

/nlb



Pediatric Neurology, P.A.

Ronald G. Davis MD, FAAP

Kay Taylor ARNP

Amanda Ford ARNP

1743 Park Center Dr. Suite 400
Orlando, FL 32835

Ph. 407-293-1122

Fax. 407-253-2170

December 7, 2006

Nazim N. Merchant, M.D.
Merchant Pediatrics
201 Hilda Street, Suite #33
Kissimmee, FL 34741

Re: Alexander Kohler
DOB: 10/15/04

Dear Dr. Merchant:

We had the pleasure of following up with Alex in our neurology office today. As you know, he is a 2-year-old young man with a history of complex partial seizures, macrocephaly, and developmental delay. Since the last office visit, his mother states that he did have one seizure episode several days ago, when he had otitis media and fever. His Trileptal was increased at that time to 2.5 mL twice a day and he was also started on Augmentin. He has had no further seizures. His last EEG, which was done a year and a half ago, was abnormal with right frontal central sharp wave activity in sleep. He has not had any side effects from the medication and is tolerating that well.

His mother states that she is trying to get him into UCP for his PT, OT, and speech therapy. He does have significant speech delay and only says a few words, which are disarticulate. He also has fine motor delay and has difficult time picking up toys and picking up a fork and a spoon. Gross motor he is delayed in his movement and he is very clumsy when he walks and attempts to run. He tolerates his diet fair, although he has texture issues with many of the foods. He does sleep well throughout the night.

ALLERGIES: Include **zinc oxide**.

PHYSICAL EXAMINATION:

GENERAL: He is a well-developed, healthy-appearing young man in no acute distress.

VITAL SIGNS: He had a weight of 14.5 kg. Temperature was 97.5. Pulse is 108, Respirations is 24.

HEENT: Pupils were equal and reactive to light.

ABDOMEN: Soft and nontender.

MUSCULOSKELETAL: Without joint swelling. He had no organomegaly, no rash.

NEUROLOGIC: Mental status, He is awake, alert, and responsive. He only verbalized a few words during the examination and they were disarticulate. He was very clingy and fussy during the examination.

Alexander Kohler, Page 2

CRANIAL NERVES: Cranial nerves II-XII are intact with full EOMs. Fundi were sharp bilateral. Face is symmetrical. Tongue is midline. He continues to have macrocephaly.

MOTOR: Demonstrates slight decreased tone, but symmetric movement.

REFLEXES: Reflexes are 1+.

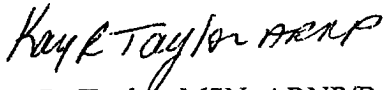
COORDINATION AND GAIT: He could walk without assistance. There is no ataxia or tremor.

IMPRESSION: Alex is a 2-year-old young man with a history of complex partial seizures, macrocephaly, and developmental delay, who had a seizure breakthrough episode with fever and otitis media. He has had no further seizures since his Trileptal was increased.

PLAN: At this time, we will repeat his EEG as it has been over a year and a half since his previous. We will continue him on his current dose of Trileptal. His mother will follow through with UCP for PT, OT, and speech therapy. Followup will be in approximately three months. We will be glad to see him sooner if the need arises.

Thank you for the referral.

Sincerely,



Kay R. Taylor, MSN, ARNP/Ronald G. Davis, M.D., MPH, FAAP
Pediatric Neurology, P.A.

Pediatric Neurology, P.A.
Pediatric Epilepsy Center of Central Florida

Ronald G. Davis MD, FAAP
Kay Taylor ARNP
1743 Park Center Dr. Suite 400
Orlando, FL 32835

Ph. 407-293-1122

Fax. 407-253-2170

March 23, 2007

Nazim Merchant, M.D.
Merchant Pediatric
210 Hilda Street, Suite 33
Kissimmee, FL 34741

Re: Alexander Kohler
DOB: 10/15/04

Dear Dr. Merchant:

We had the pleasure of following up with Alex in our neurology office today. As you know, he is a 2-year-old young man with a history of complex partial seizures, macrocephaly, and developmental delay. Since our last office visit, his parents state that he has had an occasional staring episode approximately one a week to one every other week. These staring episodes last from 1-4 minutes. He is unresponsive during the episode. He has had no tonic-clonic movement, however. He also has episodes where his behavior becomes very emotional, and he screams. His last EEG was done in December of 2006 and just identified right temporal slowing. He is currently on Trileptal 2.5 ml twice a day and Zantac b.i.d. per his pediatrician.

He is receiving PT, OT, and speech therapy through UCP for his developmental delay. He only says occasional words such as "mama" and "dada." He does say "bye-bye" and "nightie night." His speech is disarticulate, and he frequently gibbers. He also has a decrease in his fine motor control and has trouble holding a spoon and a fork. He does have gross motor difficulties with clumsiness.

ALLERGIES: Zinc oxide.

PHYSICAL EXAMINATION:

GENERAL: He is a well-developed and healthy-appearing young man in no acute distress.

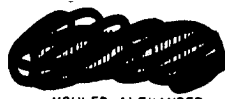
VITAL SIGNS: He had a weight of 15 kg. Temperature was 97.6. Pulse is 101. Respirations 24. Blood pressure is 96/51.

HEENT: Pupils are equal and reacting to light.

ABDOMEN: Soft and nontender.

Date	Time	Each Entry Requires Physician's Signature
10/27/04	23:00	<p>12 days old c apnea</p> <p>Hi 12 d o who started to have apnoeic episodes soon after being home after he was born. Seen yesterday at ER. Exam. No hx of vomiting or apnea or seizure like activity or fever or poor feeding. Baby sent home with diagnosis of apnoeic. Today pt developed an episode of apnea mother had to do mouth to mouth breathing for the baby to return to breathing. She brought him again to ER. At the ER pt developed another episode of apnea 25 sec. associated with change in color to Ashen color. Mother also mentioned that baby had jerking movements of his extremities and his eyes rolled up.</p> <p>No hx of vomiting, fever, poor feeding or dyspnea. Baby is on breast milk & occ bottle feeding.</p> <p>PMHx: Cow's milk intolerance. No birth complications.</p> <p>FHx: (+) Asthma, heart disease, DM. (-) for seizures.</p> <p>No immunization yet.</p> <p>No known allergies.</p> <p>No significant capome.</p> <p>99.2 / 195 / 48 / 77/69 91/102 sat</p> <p>Alert active fussing not in acute distress.</p> <p>Sc: No cutaneous erythema perianal area.</p> <p>HEENT: Exam. N. Neck: supple.</p> <p>Chest: CTA 3 retraction. Heart: Muffled.</p> <p>Abd: soft + BS & HSM T/M/D. No testis &.</p> <p>Neuro: non focal moving extremities well.</p> <p>Lab: ABG 7.465 / 31.1 / 262.6 / 22.1 / +0.2 / 100% sat</p> <p>17.4 / 20.1 / 55.4 197% N 27% N 56% L 16% M 1/E</p> <p>UA: 1.025 / 7 / +2 blood / other unk N</p> <p>139 / 106 / 9 / 90</p> <p>5.7 / 23 / 0.5</p> <p>Ca 10.1</p> <p>See Next page</p> <p><i>[Signature]</i></p>

PATIENT IDENTIFICATION


 KOHLER, ALEXANDER
 10/15/04 OOM 120

 A# N00000799733
 M# N000384314
 TRIAGE DATE: 10/27/04
 H

"E"

Authority to Represent

The undersigned Client does hereby retain and employ **RONALD J. LANGA, P.A.**, as attorneys for representation of a claim for damages against CVS/PHARMACY # 4799, or any other person, firm or corporation, liable therefore resulting from an accident that occurred on the 30th day of December, 2004.

Client hereby agrees to pay for the cost of handling this case at all levels. As compensation for their services, Client agrees to pay said attorneys from the proceeds of any recovery, the following fee:

- 1) Thirty-three and one third percent (33 1/3%) of any recovery up to one million dollars, before an Answer to a lawsuit is filed.
- 2) After an Answer to a lawsuit is filed or there has been a demand for appointment of arbitrators, the fee shall be Forty percent (40%) of any recovery up to one million dollars through the trial of the case;
 - a) Thirty percent (30%) of any recovery between one to two million dollars;
 - b) Twenty percent (20%) of any recovery in excess of two million dollars;
- 3) If all defendants admit liability at the time of filing their initial Answer and request a trial only on damages:
 - a) Thirty-three and one third percent (33 1/3%) of any recovery up to one million dollars through trial;
 - b) Twenty percent (20%) of any recovery between one to two million dollars;
 - c) Fifteen percent (15%) of any recovery in excess of two million dollars;
- 4) An additional five percent (5%) of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery of judgment.
- 5) Any attorney fees that are recoverable by statute against any insurance carrier or responsible party shall be contingent fees, payable by the insurance carrier or responsible party, the amounts of which will be determined either by agreement or by a court of competent jurisdiction and said fees shall not be fees that are credited against the above contingent fees in paragraphs 1-4.

11 F 11

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, Client will not be indebted to said attorneys for any sums whatsoever as attorney fees. Further, all attorneys as named above will be sharing in a division of the contingent fee as set out above, and they agree to assume the same legal responsibility to the Client for the performance of the services in question as if the attorney or law firm were a partner of the other attorneys or firms involved.

Client understands that he could become responsible for paying a portion of the defendant's attorney fees if the defendant(s) files an offer to settle which Client does not accept, and if the judgment which Client obtains is twenty-five percent (25%) less than the offer. The defendant(s) could be ordered to pay a portion of Client's attorney's fees if Client files a demand for judgment which the defendant(s) does not accept, and if Client recovers a judgment twenty-five percent (25%) greater than the offer.

It is understood that if the above-named Client changes residences or addresses he will notify the law firm of **RONALD J. LANGA, P.A.** If such notification is not made, the law firm of **RONALD J. LANGA, P.A.** shall be absolved from further prosecution of his case.

The undersigned Client has, before signing this contract, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned Client has signed the Statement and received a signed copy to refer to while being represented by the undersigned attorneys.

This contract may be cancelled by written notification to the attorneys at any time within three (3) business days of the date of the contract was signed, as shown below, and if cancelled, Client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds to others in representation of the Client, the attorneys are entitled to be reimbursed for such amount as they have reasonably advanced on behalf of the Client.

Client, as used herein, shall be deemed to indicate masculine, feminine, singular or plural, whichever may apply.

The above employment is hereby accepted upon the terms stated therein.

DATED this 18th day of April, 2005.

RONALD J. LANGA, P.A.

BY:

Ronald J. Langa
Ronald J. Langa, Esquire

X Holly M. Kohler
Client

Dale Kohler
Client

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND FOR
OSCEOLA COUNTY, FLORIDA.

HOLLY MARIE KOHLER, natural
parent and legal guardian of
ALEXANDER CAMERON KOHLER, a minor,

CASE NO.: CI-06-ON-2934

Plaintiff,

vs.

ST. CLOUD CVS, L.L.C. a Florida
limited liability corporation, d/b/a CVS
PHARMACY #4799; CVS PHARMACY
INC., a foreign corporation, H.N. RICHTER, R.Ph.;
AIMEE KESTIN, P.I.C.; and PRIEB ST. CLOUD, L.L.C.,
f/k/a PRIEB CVS ST. CLOUD, L.L.C., a foreign
limited liability company,

Defendants.

COMPROMISE AND SETTLEMENT AGREEMENT

The terms of the settlement are as follows:

The Plaintiff(s) Holly Kohler, natural parent and legal guardian of
Alexander Kohler and the Defendant(s),
CVS ~~etc~~ et al, and all above named
Defendants., hereby

covenant and agree to settle all claims and causes of action of the Plaintiff(s) against the Defendant(s) as follows:

1. The Defendant(s) shall pay to the Plaintiff(s) the sum of:
\$ 47,500 (forty seven thousand five hundred dollars) in settlement of all claims.
2. Upon receipt of settlement funds, the plaintiff(s) shall file a dismissal with prejudice of the lawsuit, and shall execute a release.
3. Each party agrees to pay its own costs and attorneys fees.
4. By this agreement, all issues and all claims between the parties are settled.

11/9/11

5. The plaintiff(s) shall be responsible for, and shall hold the defendant(s) harmless from, all medical bills, hospital bills, and any resulting liens.

6. The mediator's fee shall be paid as follows:

☒ Each party shall pay its proportionate share.

☐ The Defendant(s) shall pay the entire fee.

☐ The Plaintiff(s) shall pay the entire fee.

7. Settlement proceeds shall be payable to:

as directed after court approval and shall be delivered to plaintiffs counsel within 20 days of said approval.

8. Additional terms of this settlement, if any, are as follows:

This settlement agreement includes all potential claims of Holly Kohler, Dale Kohler and Alexander ~~Kohler~~ Kohler.

This settlement is subject to COURT approval, and is not final until approved by the COURT.

9. There ☐ is or ☒ is not an Addendum to this Compromise and Settlement Agreement

Each party executing this settlement agreement should have it independently reviewed by his, her or its own counsel before signing.

Dated December 5, 2007.

Holly M. Kohler
Plaintiff

Plaintiff

Ronald J. Smith
Attorney for Plaintiff

Dale Kohler
Dale Kohler

William Proctor
On behalf of Defendant

Terese Latham
Attorney for Defendant

Insurance Claims Representative

On behalf of Defendant

10. Settlement is confidential and shall be part of the Release.
11. Executed signatures shall be as acceptable as originals.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Settlement Agreement") is made and entered into this ____ day of February 2008, by and between:

"RELEASORS" HOLLY MARIE KOHLER and DALE ALVIN KOHLER, Individually, and as parents and legal guardians of ALEXANDER CAMERON KOHLER (a minor)

"RELEASEES" CVS PHARMACY, INC., CVS CAREMARK CORPORATION, HOLIDAY CVS, LLC f/k/a ST. CLOUD CVS, LLC, their subsidiaries, predecessor and successor corporations, related corporations, affiliated entities, officers, directors and insurers, their employees, servants and agents and all persons acting on their behalf

RECITALS

A. Releasor Holly Marie Kohler, individually, and as parent and legal guardian, filed a complaint in the Circuit Court, Civil Division, Osceola County, State of Florida in a case entitled, "Holly Marie Kohler, Individually and as parent and legal guardian of Alexander Cameron Kohler, a minor v. St. Cloud CVS, LLC. et als." and bearing case number CI-06-0N2934 (the "Action") alleging that Alexander Cameron Kohler, a minor, suffered bodily injury arising out of a pharmacy error which occurred on or about December 30, 2004 at a CVS/pharmacy retail store located in St. Cloud, FL.

B. The Releasees are self-insured and, as such, would be obligated to pay any claim made or judgment obtained against them.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which have been, or might be made, in connection with the incident and Action against the Releasees, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 In consideration of the payments set forth in Section 2, Releasors on behalf of themselves, individually, and as parents and legal guardians of Alexander Cameron Kohler, hereby completely release and forever discharge the Releasees from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, consortium claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which Alexander

Settlement Agreement and Release

Page 2 of 8

Cameron Kohler and the Releasors and/or any other parent or legal guardian of Alexander Cameron Kohler now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incident described in Recital A above, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Releasors and Alexander Cameron Kohler and/or any other parent or legal guardian of Alexander Cameron Kohler, or any future wrongful death claim of Alexander Cameron Kohler's representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Releasees.

1.2 This release and discharge shall also apply to the Releasees' past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Releasors, shall be a fully binding and complete settlement among the Releasors and the Releasees, and their heirs, executors, administrators, representatives, successors and assigns and the heirs, executors, administrators, representatives, successors and assigns of Alexander Cameron Kohler, including, but not limited to, any other parent or legal guardian of Alexander Cameron Kohler.

1.4 The Releasors acknowledge and agree that the release and discharge set forth above is a general release relating to the incident described in Recital A. Releasors expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Releasors' decision to enter into this Settlement Agreement. The Releasors further agree that the Releasors have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Releasors assume the risk that the facts or law may be other than Releasors believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied.

1.5 Releasors admit that no representation of fact or opinion has been made by the Releasees or by anyone on their behalf to induce this compromise with respect to the extent, nature, or permanency of said injuries or damages or as to the likelihood of future complications or recovery therefrom and that the sum paid to the Releasors and accepted by Releasors is solely by way of settlement, compromise, and final disposition of a disputed claim. In determining this sum, it has specifically been taken into consideration the fact that serious and unexpected consequences or complications may result from the present damage and injuries, known or now unknown, from the aforementioned incident. It is therefore specifically agreed that this Release shall, forever, be a final and complete bar to and full satisfaction of all claims or suits for injuries or damages, of any nature whatsoever, resulting or to result from the incident referenced herein.

Settlement Agreement and Release
Page 3 of 8

2.0 PAYMENTS

In consideration of the release set forth above, the Releasees agree to pay to the individuals named below the sums outlined in Section 2 below:

2.1 Payments due at the time of settlement as follows:

The sum of Twenty Two Thousand Nine Hundred Thirty Dollars and Seventy Four Cents (\$22,930.74) shall be paid to Holly Marie Kohler, Individually, and as Parent and Legal Guardian of Alexander Cameron Kohler and Ronald J. Langa, her attorney (200 North Primrose Dr.; Orlando, FL 32803), within one month of approval of this settlement by a court of competent jurisdiction; and

2.2 Periodic payments made according to the schedule as follows (the "Periodic Payments"):

Payee: Alexander Cameron Kohler

Fifteen Thousand Eight Hundred Twelve Dollars and Twenty Five Cents (\$15,812.25) yearly, guaranteed for four (4) years, beginning 08/01/2023, and ending 08/01/2026.

All sums set forth herein constitute damages on account of personal injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

2.3 Releasors hereby warrant and represent that Alexander Cameron Kohler was born on October 15, 2004. Notwithstanding anything to the contrary herein, if the actual date of birth is not as stated above, and if Insurer or Assignee relies or has relied to its detriment on the accuracy of the above-stated date of birth, then Insurer may adjust the amount and/or timing or remaining Periodic Payments so that no additional cost than that necessary to purchase the Annuity Contract is incurred by the Insurer or Assignee.

3.0 RELEASORS'S RIGHTS TO PAYMENTS

Releasors acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Releasors; nor shall the Releasors have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Settlement Agreement and Release

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4.0 BENEFICIARY DESIGNATION

Any payments to be made after the death of Alexander Cameron Kohler, pursuant to the terms of Section 2.2 of this Settlement Agreement, shall be paid to the Estate of Alexander Cameron Kohler, or to such other person or entity as shall be designated in writing by Payee to the Releasees, or the Releasees' Assignee. If no person or entity is so designated by Payee, or if the person designated is not living at the time of the Alexander Cameron Kohler's death, such payments shall be made to the Estate of Alexander Cameron Kohler. Upon reaching the age of majority, the Payee shall have the right to submit a request to change the beneficiary designation. No such designation, nor any revocation thereof, shall be effective unless it is in writing, signed by the Payee, and delivered to the Releasees, or the Releasees' Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

5.0 CONSENT TO QUALIFIED ASSIGNMENT

5.1 Releasors acknowledge and agree that the Releasees will make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Releasees' liability to make the Periodic Payments set forth in Section 2.2 to Prudential Assigned Settlement Services Corporation (PASSCorp), (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Releasees (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

5.2 Any such assignment, if made, shall be accepted by the Releasors without right of rejection and shall completely release and discharge the Releasees from the Periodic Payments obligation assigned to the Assignee. The Releasors recognize that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Releasees shall thereupon become final, irrevocable and absolute.

6.0 RIGHT TO PURCHASE AN ANNUITY

The Releasees, themselves or through their Assignee, reserve the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from The Prudential Insurance Company of America. The Releasees or the Assignee shall be the sole owner(s) of the annuity policy and shall have all rights of ownership. The Releasees or the Assignee may have The Prudential Insurance Company of America mail payments directly to the Payee. The Releasors shall be responsible for maintaining a current mailing address for Payee with The Prudential Insurance Company of America.

Settlement Agreement and Release

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7.0 DISCHARGE OF OBLIGATION

The obligation of Releasees and/or the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee(s) or Beneficiary with the Annuity Issuer named in Section 6.0 of this Settlement Agreement. If the Payee(s) or Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate stop payment action and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer shall process a replacement payment in the amount of such payment to the designated address of the Payee(s) or Beneficiary.

8.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Releasors represent that the terms of this Settlement Agreement have been completely read and explained to Releasors by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Releasors. Releasors declare that they are competent, are of the age of majority and have the authority to act on behalf of themselves and Alexander Cameron Kohler.

9.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Releasors represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Releasors have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Releasors have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

10.0 SATISFACTION OF LIENS

The aforesaid Releasors warrant that they shall satisfy any and all claims for reimbursement and/or present and future liens, including liens for medical and/or psychiatric care, disability claims, Medicare or Medicaid liens, ERISA liens, attorneys' liens. If such a lien or right is asserted, against the proceeds herein or against Releasees or any person, firm, or corporation making payment herein, then, in consideration of the payment made to the Releasors, the Releasors covenant to pay and satisfy such asserted lien or right, or to satisfy the same on a compromise basis, and to obtain in any event, a release and discharge of such lien or right, and, in any event, to defend, to indemnify and hold harmless Releasees and the persons, firms or corporations making the payment herein, from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien by any entity having such lien or right. The parties agree that the failure to pay such

Settlement Agreement and Release

Page 6 of 8

liens constitutes a material breach of this agreement and Releasees do not waive any rights to pursue a claim arising out of such a breach.

11.0 ATTORNEYS' FEES

Each party to this Settlement Agreement shall pay its own attorneys' fees and costs arising from the acts of its attorneys in connection with this matter, its investigation, and matters relating thereto, including without limitations, fees and costs arising from the investigation and mediation, this Settlement Agreement and matters and documents referred to herein, the filing of the necessary petition for approval of this settlement.

12.0 CONFIDENTIALITY

In further consideration of the sums paid hereunder, the undersigned Releasors and their attorneys promise, covenant and agree to hold strictly confidential: the identity of Releasees; the facts and circumstances of claims against Releasees; the terms and conditions of this settlement; the existence of the Release and Settlement Agreement executed herewith; the terms, fact and amount of any payments made pursuant to said Release and Settlement Agreement or this settlement; the fact or terms and conditions of this Release and Settlement Agreement; and, any information contained in the Release and Settlement Agreement or discussed or communicated during the negotiations leading up to the execution of the Release and Settlement Agreement.

The undersigned will not reveal the fact or the amount of this settlement or the terms and conditions of this Release and Settlement Agreement to the newspapers, media, any other litigant, or to any other person, firm, corporation or entity, and the undersigned agree not to disclose the existence of or describe or characterize this settlement or the terms of this settlement in any way whatsoever with the exception that the amount of said settlement may be disclosed to tax accountants, financial planners or other financial professionals who are engaged by the Releasors, provided that the source of the settlement proceeds and/or the facts and circumstances relating to the claim and/or settlement are not disclosed. The Releasors may also disclose to the court that information necessary to obtain the court's approval of this settlement. If any inquiry as to the existence of or the terms and conditions of this settlement is made by anyone other than the court in connection with the settlement approval process, including the press or media, the undersigned and their attorneys shall decline to respond or state only that they have "no comment". The undersigned and their attorneys also agree not to solicit any such inquiries from any person, firm, corporation or entity.

It is further understood and agreed that the provision in the paragraph above, commonly known as a "Confidentiality Clause", is part of the consideration for the within Release and Settlement Agreement, that a breach of this provision is to be construed as a material breach of the entire Agreement and that the terms of this paragraph are contractual and not a mere recital.

Settlement Agreement and Release

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If Releasors receive a motion or other court document or pleading seeking disclosure of some, all, or any of the terms of the Release and Settlement Agreement, then Releasors must immediately notify Releasees in writing addressed to General Counsel, CVS Caremark Corporation, One CVS Drive, Woonsocket, RI, 02895, by first class U.S. Mail setting forth the pertinent facts of disclosure sought along with copies of all pertinent documents to allow Releasees an opportunity to appear and defend such motion or requested disclosure.

The parties, their attorneys and representatives agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Settlement Agreement or any of the amounts, numbers or terms and conditions of any sums payable to Payee(s) hereunder, except as otherwise required by law, regulation or court order or to enable Releasors or Payee to collect payments under the Settlement Agreement in the event that any payments are not made within thirty (30) days of the due date.

13.0 INDEMNITY AND CLAIMS AGAINST MEDICAL AND MENTAL HEALTH PROVIDERS

Releasors do hereby covenant and agree to protect, indemnify, defend and hold harmless the Releasees against any loss, costs, damages, liens and expenses (including attorneys' fees) or other liability claimed or imposed upon the Releasees, by reason of any medical or mental health provider who provided care to Alexander Cameron Kohler and/or the Releasors. It is the intention of the parties to this Release to extinguish any and all claims that Alexander Cameron Kohler and/or the Releasors have or may have against the medical and mental health care providers of Alexander Cameron Kohler who provided care and/or treatment, who may have a claim for contribution or indemnification against Releasees, their officers, directors, agents, servants, employees, former employees, representatives, successors, affiliates, and subsidiaries, derivative corporations, successors businesses or entities and insurers. Releasors also agree to defend, reimburse, indemnify and hold harmless Releasees against any claim arising out of any lien or any other subrogation claim or lien by an insurance company, government or governmental agency, hospital, or any other provider of medical, mental health, hospital, disability, or other personal injury protection benefits to have arisen from or to result from the incident for damages noted herein. Releasors agree to indemnify and hold harmless the Releasees from any claims made by third-party payers, lienholders, and/or other individuals whose claims have not been brought heretofore and which are derivative of the injuries, damages, actions, causes of action, claims, demands, debts and dues, both in law and in equity, and/or other derivative causes of action arising out of the incidents referred to above, or who otherwise claim an interest in the proceeds paid in release of this matter.

Settlement Agreement and Release
Page 8 of 8

14.0 GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

15.0 ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

16.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Settlement Agreement contains the entire agreement between the Releasors and the Releasees with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

17.0 EFFECTIVENESS

This Settlement Agreement shall become effective immediately following execution by each of the parties, and approval of its terms by a court of competent jurisdiction.

RELEASORS

Holly Marie Kohler, Individually, and
as parent and legal guardian of
Alexander Cameron Kohler (a minor)

Date: _____

Dale Alvin Kohler, Individually, and as
parent and legal guardian of
Alexander Cameron Kohler (a minor)

Date: _____

RELEASEES

CVS PHARMACY, INC.,
CVS CAREMARK CORPORATION,
HOLIDAY CVS, LLC f/k/a ST. CLOUD CVS, LLC

By: _____

Title: _____

Date: _____

5. The plaintiff(s) shall be responsible for, and shall hold the defendant(s) harmless from, all medical bills, hospital bills, and any resulting liens.

6. The mediator's fee shall be paid as follows:

☒ Each party shall pay its proportionate share.

☐ The Defendant(s) shall pay the entire fee.

☐ The Plaintiff(s) shall pay the entire fee.

7. Settlement proceeds shall be payable to:

as directed after court approval and shall
be delivered to plaintiffs counsel within 20 days of said
approval.

8. Additional terms of this settlement, if any, are as follows:

This settlement agreement includes all potential
claims of Holly Kohler, Dale Kohler
and Alexander ~~Oliver~~ Kohler.

This settlement is subject to COURT approval,
and is not final until approved by the
Court.

9. There ☐ is or ☒ is not an Addendum to this Compromise and Settlement Agreement

Each party executing this settlement agreement should have it independently reviewed by his, her or its own counsel before signing.

Dated December 5, 2007.

Holly M. Kohler
Plaintiff

Plaintiff

Ronald J. Lipp
Attorney for Plaintiff

On behalf of Defendant William Pordue

Terese Latham
Attorney for Defendant

Insurance Claims Representative

On behalf of Defendant

Dale Kohler

10. Settlement is confidential and shall be part of the Release.
11. Faxed signatures shall be as acceptable as originals.

CLOSING STATEMENT

February 1, 2008

KOHLER v. CVS **- #05.008**

TOTAL AMOUNT OF SETTLEMENT **\$47,500.00**

COSTS

Administration Fee	\$ 75.00
Medical Records	\$633.21
Service of Process	\$255.90
Long Distance Telephone Calls	\$3.50
Facsimile	\$295.00
Postage	\$76.95
Xerox	\$263.03
Court Reporter	\$286.50
Mediation	\$975.00
Research	\$116.49
Travel	\$3.00
Payment for copies from Defendant	\$197.16

TOTAL COSTS **\$3,180.74**

ATTORNEY'S FEES

Ronald J. Langa, P.A. (40%) \$19,000.00

TOTAL COSTS AND FEES **\$22,180.74**

NET RECOVERY **\$25,319.26**

OTHER DEDUCTIONS

Delayed Cost Deposit \$500.00
(Balance refunded in
20 days to Holly Marie Kohler)

Gary Boynton, Esq. \$250.00 (Guardian Ad Litem Report)

TOTAL OTHER DEDUCTIONS **\$750.00**

NET PROCEEDS TO:

**THE PRUDENTIAL INSURANCE COMPANY
TO PURCHASE ANNUITY**

\$24,569.26

11 H 11

THE DISBURSEMENTS OF THIS RECOVERY, IN ACCORDANCE WITH THE FOREGOING CLOSING STATEMENT, ARE HEREBY APPROVED, AND RECEIPT IS ACKNOWLEDGED OF THE SUM OF \$24,569.26 PAYMENT IN FULL OF THE NET PROCEEDS FROM SAID RECOVERY. THIS RELIEVES THE LAW FIRM OF RONALD J. LANGA, P.A. AND ANY OTHER ATTORNEYS ASSOCIATED WITH THEM OF ANY RESPONSIBILITY IN THE FURTHER PROSECUTION OF THIS MATTER.

ALL MEDICAL BILLS WILL BE PAID EITHER BY ME OR MY INSURANCE COMPANY AND THE LAW FIRM OF RONALD J. LANGA, P.A. IS HEREBY RELIEVED OF ANY RESPONSIBILITY REGARDING PAYMENT OF SUCH SERVICE OR MEDICAL BILLS. IN ADDITION, THE LAW FIRM OF RONALD J. LANGA, P.A. HAS THOROUGHLY INVESTIGATED THE LIENS AND IN OUR JUDGMENT THE ABOVE FIGURES REPRESENT THE LIENS, HOWEVER, IT IS POSSIBLE THAT MEDICARE MAY HAVE OTHER LIENS AND THE LAW FIRM OF RONALD J. LANGA, P.A. IS FURTHER RELIEVED OF ANY RESPONSIBILITY OF ANY LIENS OF ANY KIND WHATSOEVER EXCEPT THOSE MEDICAL BILLS AND LIENS LISTED ABOVE.

DATED this _____ day of March, 2008

RONALD J. LANGA, ESQUIRE

HOLLY KOHLER

#05.008
Kohler v. CVS



2002 Old St. Augustine Road • Suite E-42 • Tallahassee, FL 32301
www.flmedicaidrecovery.com • Phone 877.446.7868 or 850.656.8870 • Fax 850.656.9271

January 15, 2008

Mr. Ronald J. Langa, Attorney at Law
200 North Primrose Dr.
Orlando, FL 32803

RE: Alexander Kohler
Medicaid Number: 797630613
TPL File Number: 245551
Date of Accident: 12/30/2004

Dear Mr. Langa:

I have concluded my review of the beneficiary's paid claim history and was unable to locate any bills which appear to relate directly to the above accident date. Therefore, the Agency for Health Care Administration (AHCA) is not claiming any lien rights at this time.

Your client was a member of the attached Health Maintenance Organization (HMO) and we recommend that you contact their offices as they possess the medical payment information. In addition, please contact this office before final settlement to verify that no lien exists.

Please send all correspondence to the following address:

Health Management Systems
2002 Old St. Augustine Road, Suite E-42
Tallahassee, Florida 32301

Contract Representative
State of Florida Agency for Health Care Administration
Medicaid Third Party Liability

Sincerely,

Braxton Wilson
Case Manager
877/446-7868 Ext. 223
Health Management Systems

Enclosures

HMO2WOL.doc

Handwritten signature and initials.



BY FACSIMILE: (407)896-1129

January 21, 2008

Yvonne
Langa & Hardy
PO Box 1513
Orlando, FL 32802 1513

Re: Patient: ALEXANDER KOHLER
Date of Injury: December 30, 2004
Member: ALEXANDER KOHLER
FRG's File No.: 34680-116705

Dear Yvonne:

WellCare ("WellCare"), a Medicaid HMO, has retained the services of First Recovery Group to represent WellCare in connection with their rights of subrogation and/or recovery regarding medical claims paid on behalf of ALEXANDER KOHLER.

I have received and reviewed your correspondence of January 17, 2008 relative to your above-referenced client; based on the medical documentation you provided, the Plan has paid for no additional treatment related to the December 30, 2004 date of loss. I have therefore recommended that our file be closed. Any additional correspondence related to this file may be sent to:

**First Recovery Group, LLC
Attn: Kara Rutledge
17117 W. Nine Mile Road
Suite 900
Southfield, MI 48075**

If you have any questions, please contact me at (248) 443-4800 ext. 257.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kara Rutledge".

Kara Rutledge
Recovery Attorney