

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In Re:

LEWIS HEALTH INSTITUTE, INC.

CASE NO.: 15-25980-PGH  
CHAPTER 11

Debtor in Possession.

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**DISCLOSURE STATEMENT FOR  
LEWIS HEALTH INSTITUTE, INC.**

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**TABLE OF CONTENTS**

	<u>PAGE</u>
I. DEFINITIONS .....	3
II. PRE-PETITION EVENTS CAUSING NEED FOR REORGANIZATION .....	4
III. POST-PETITION EVENTS .....	5
IV. FINANCIAL INFORMATION .....	5
V. VOIDABLE TRANSFERS AND PREFERENCE ANALYSIS .....	6
VI. OBJECTIONS TO CLAIMS .....	6
VII. MEANS OF EFFECTUATING PLAN AND RISK ANALYSIS .....	7
VIII. CLAIMS AND THEIR TREATMENT UNDER THE PLAN: .....	7
IX. POST-CONFIRMATION CONTROL OF THE DEBTOR .....	7
X. EXECUTORY CONTRACTS AND UNEXPIRED LEASES .....	9
XI. LIQUIDATION ANALYSIS .....	10
XII. CONFIRMATION REQUEST .....	11
XIII. FEASIBILITY AND BEST INTEREST TEST .....	11
XIV. RISK ANALYSIS .....	12
XV. MISCELLANEOUS PROVISIONS .....	12
XVI. CONCLUSION .....	14

EXHIBITS:

- EXHIBIT "A" List of Creditors
- EXHIBIT "B" Liquidation Analysis
- EXHIBIT "C" Schedule "B" of Petition
- EXHIBIT "D" Monthly DIP Reports Summaries
- EXHIBIT "E" Cash Flow Projections

The Debtor in Possession, **LEWIS HEALTH INSTITUTE, INC.** submits its Disclosure Statement (hereinafter referred to as "Disclosure Statement") to its Creditors and other parties in interest. A hearing on confirmation of the attached Plan is to be scheduled by the Court. The approval of the Disclosure Statement is not tantamount to a decision by the Court on the merits of the Plan.

### **INTRODUCTION**

This Disclosure Statement is submitted pursuant to the requirement imposed on the proponent of a Plan of Reorganization by 11 U.S.C. Section 1125. The purpose is to disclose information deemed to be material, important, and necessary for the Creditors to arrive at a reasonably informed decision in exercising their right, or to vote for acceptance or rejection of the Plan of Reorganization (hereinafter referred to as "the Plan"). This Disclosure Statement should be read in conjunction with the accompanying Plan of Reorganization. The Plan is a legally binding document once it is approved by the Court, and should be read in its entirety. Accordingly, creditors may wish to consult with their own attorney to understand the Plan more fully.

On February 25, 2013, the Debtor in Possession, **LEWIS HEALTH INSTITUTE, INC.** filed a voluntary Petition for Reorganization under Chapter 11 in the United States Bankruptcy Code, 11 U.S.C., Section 101 *et seq.*, ("the Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"). **LEWIS HEALTH INSTITUTE, INC.** has continued to operate its business affairs as Debtor in Possession pursuant to Section 1108 of the Bankruptcy Code.

THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT WAS PREPARED BY THE DEBTOR, UNLESS SPECIFICALLY STATED

TO BE FROM OTHER SOURCES. NO REPRESENTATIONS, OTHER THAN THOSE SET FORTH HEREIN, CONCERNING THE DEBTOR, PARTICULARLY AS TO FUTURE BUSINESS OPERATIONS OR VALUE OF ITS PROPERTY, IS AUTHORIZED OR WARRANTED BY THE DEBTOR. THE READER SHOULD NOT RELY ON ANY ORAL OR OUTSIDE REPRESENTATION BY ANY AGENT OF THE DEBTOR IN DECIDING TO VOTE FOR OR AGAINST THE PLAN. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN THOSE CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH OTHER ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE UNITED STATES TRUSTEE FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

Projections or results of future operations are based on the Debtor's best estimates in light of current market conditions, past experience, analysis of general economic conditions, and other estimates which will bear on the results.

You are urged to carefully read the contents of this statement before making your decision to accept or reject the Plan. Particular attention should be directed to the provisions of the Plan affecting or impairing your rights as they presently exist. The terms used herein have the same meaning as in the Plan unless the context hereof requires otherwise.

Creditors may vote on the Plan by filling out and mailing the accompanying ballot

form to the Bankruptcy Court. The Court will set a deadline to file Ballots, in order to be considered and counted. As a Creditor, your vote is very important. *In order for the Plan to be accepted, of the ballots or votes cast, Creditors that hold at least 2/3's in amount and more than 1/2 in number of the allowed claims of impaired classes must accept the Plan.* You are, therefore, urged to fill in, date, sign and promptly mail the enclosed ballot which has been furnished to you. Please be sure to properly complete the form and legibly identify the name of the Claimant or interest holder. You are advised that the Debtor may be afforded the right under the Bankruptcy Code to have the Plan confirmed over the objections of dissenting Creditors consistent with the limitations set forth in the Bankruptcy Code, as further discussed below.

#### I. DEFINITIONS

The following phrases, as used hereinafter, shall have the following meanings:

All definitions in the Plan of Reorganization are incorporated herein.

Court - Shall mean the United States Bankruptcy Court or the United States District Court, whichever is appropriate, implementing the provisions of the Bankruptcy Code in these proceedings.

Creditor - Shall mean the holder of an Allowed Claim.

Debtor's Property - Shall mean all of the Debtor's property, as defined in Section 541 of the Bankruptcy Code.

Effective Date - Shall mean thirty (30) days after the entry of the Order of Confirmation at which time the initial payments called for herein will commence, unless stated otherwise in the Plan.

Plan - Shall mean the Chapter 11 Plan and any other subsequent amendments or modifications.

## II. PRE-PETITION EVENTS CAUSING NEED FOR REORGANIZATION

The Debtor is privately-held corporation organized under the laws of the State of Florida. Yolanda Lewis, M.D. owns 100% of the stock in the Debtor. The Debtor operates a medical practice in Port St. Lucie, Florida. The Debtor is currently operating as Debtor in Possession. Dr. Y. Lewis' brother was employed by the Debtor until recently when Dr. Y. Lewis and Dr. A. Lewis decided it was in their best interests and the best interest of the Debtor to part ways.

On January 29, 2010, a Default Final Judgment was entered in favor of HEALTH SERVICES OF FLORIDA, INC. (hereinafter referred to as "HCA") and against affiliate ORION CARDIOVASCULAR III, P.L., which was owned by Dr. A. Lewis, (hereinafter "Orion") for \$10,062.06 (St. Lucie County, Florida Case No. 09-CC-003069). The basis for the Judgment was a \$4,000 breach of lease case for a small office leased by Orion from HCA. The premises were vacated four (4) months early by Orion, but re-leased by HCA with no loss of rental income. Counsel for HCA aggressively pursued collection activity and amassed approximately \$250,000.00 in attorneys' fees over a \$4,000.00 original claim. In 2011, Orion filed Chapter 7 bankruptcy and Deborah Menotte, Trustee, abandoned all assets as having no value to the estate and found no fraudulent transfers.

On May 11, 2015, the State Court entered a Non Final Order on Plaintiff/Judgment Creditor/Proceeding Supplementary Plaintiff, HCA's Motion for Proceeding Supplementary against Implead Third Party Defendants, Lewis Health Institute, Inc., Anthony Lewis, M.D. and Yolanda Lewis, M.D., and Award Of Post-

Judgment Attorneys' Fees, Appellate Attorneys' Fees and Costs and Directing Clerk of Court to Disburse Monies from the Court Registry ("Non Final Order").

Thereafter, Dr. Yolanda Lewis formed Lewis Health Institute, Inc., in which Dr. Anthony Lewis became an employee. Due to the ongoing litigation between the Debtor and HCA, the risk of a substantial judgment being entered in favor of HCA, the substantial attorneys' fees and costs associated with defending the litigation of HCA, and the insurmountable IRS debt, the Debtor filed this instant case in an effort to reorganize its financial affairs and provide a workable solution to repay its creditors, including HCA.

### **III. POST-PETITION EVENTS**

Post-petition, the Debtor, and HCA reached a settlement of the dispute after an all day mediation. The Debtor and Dr. Y. Lewis are current on their payments to HCA. The Debtor is also currently on its adequate protection payments to its secured creditors.

Recently, Dr. Yolanda Lewis and her brother, Dr. Anthony Lewis decided to sever their business relationship. The Debtor was able to significantly reduce its needed office space as a result of needing less space for the additional staff and patients. The Debtor has decided to reject the lease at its current space or will need to move to a new location. This new development has delayed the filing of a Plan of Reorganization as the Debtor's income and expenses have dramatically changed after this split. More specifically, the Debtor's income will decrease, but so will its expenses as it will only be supporting one physician and less staff.

### **IV. FINANCIAL INFORMATION**

The source of the financial information for this Disclosure Statement and accompanying Plan is from reports and financial statements of the Debtor, Debtor in Possession Monthly Operating Reports, and the Debtor's accountants and agents. The aforementioned information has been compiled through the present.

#### **V. VOIDABLE TRANSFERS AND PREFERENCE ANALYSIS**

There are currently no known or existing voidable transfers that the Debtor has been a party to within the year prior to Bankruptcy. Any other payments made during the preference period were made in the ordinary course of the Debtor's operations.

#### **VI. OBJECTIONS TO CLAIMS**

Pursuant to the Plan, the Debtor may object to any scheduled claim or Proof of Claim filed against the Debtor. Such an objection shall preclude the consideration of any claim as "allowed" for the purposes of timely distribution in accordance with the Plan. Any objections by the Debtor have been, or will be, filed with the Bankruptcy Court under separate pleading.

The Debtor are presently reviewing Proofs of Claims that have been filed to determine the propriety of filing claims objections, and has determined that some objections may be filed during the Disclosure Statement approval and/or Plan confirmation process. A list of all creditors and claims, including claims that are indicated as disputed, is attached hereto and made a part hereof as **Composite Exhibit "A"**, if any. The List of Creditors attached as **Composite Exhibit "A"** sets forth the nature and grounds for each of the disputed claims, if any. The timing of the Objections will not harm or prejudice any interested parties, nor will it delay the administration of this case.



## VII. MEANS OF EFFECTUATING PLAN AND RISK ANALYSIS

The Debtor believes that the Plan of Reorganization provides the best value for the creditors' claims and is in their best interest. Attached hereto as **Composite Exhibit "A"**, are tables showing the claims against the Debtor in each classification. Attached hereto as **Composite Exhibit "E"** are cash flow Projections setting forth the projected budgets of the Debtor for the five (5) year term of the Plan.

The Debtor believes that the risk of non-payment of the percentage distribution to the unsecured creditors in the Chapter 11 is greatly outweighed by the more substantial risk of non-payment should this Bankruptcy be converted to a Chapter 7 Liquidation, wherein the unsecured creditors would receive a nominal or no distribution.

## VIII. CLAIMS AND THEIR TREATMENT UNDER THE PLAN:

### A. Tax Claims:

1. Internal Revenue Service: The Debtor shall pay the Internal Revenue Service an aggregate monthly payment of \$639.70 per as of the effective Date of the Plan, which amount consists of the following claims:

- a. Claim Number 2 in the amount of \$26,040.19 shall be paid \$479.57 per month for sixty (60) months at 4% interest.
- b. Claim Number 8 in the amount of \$8,694.83 shall be paid \$160.13 per month for sixty (60) months at 4% interest.

### B. Other Claims:

1. Class One (PNC Bank, N.A.): The secured claim of PNC Financial in the amount of \$167,468.09 plus agreed upon interest and attorneys fees of \$15,000.00, for a total claim of \$182,468.09 shall be paid \$3,443.40 per month at 5% interest for sixty

(60) months as of the Effective Date of the Plan. PNC Bank, N.A. filed a proof of claim in this matter. This claim is unimpaired.

2. **Class Two (HCA Health Services of Florida, Inc.):** The claim of HCA Health Services of Florida, Inc. shall be paid pursuant to the Settlement Agreement approved by this Court on January 20, 2016. Pursuant to the Settlement Agreement, Lewis Health shall pay HCA the sum of \$50,000.00 payable at \$834.00 a month for sixty (60) months. The first payment began on April 1, 2016. Also pursuant to the Settlement Agreement, Yolanda Lewis agreed to pay HCA the sum of \$47,500.00 payable at \$791.00 per month for sixty (60) months. The first payment began on April 1, 2016. This claim is impaired.

3. **Class Three (BRT Financial, Inc.):** Pursuant to the Final Order Authorizing Debtor In Possession's Emergency Motion For Determination and/or Authorization to Use Cash Collateral, the Debtor shall pay **\$2,000.00** per month payable at 5.25% interest. The first payment was made on October, 2015 for a term of ninety-seven (97) months. The claim is impaired.

4. **Class Four (Financial Pacific Leasing):** The secured claim of Financial Pacific Leasing, LLC (Claim #6) secured by various medical equipment in the amount of \$52,418.21 is current and shall continue to be paid at the contract rate. This claim is unimpaired.

5. **Class Five (US Bank Equipment Finance):** The secured claim of US Bank Equipment Finance (Claim #8) secured by various medical equipment was paid in full in August 2016 in the ordinary course of the agreement between the Debtor and the

creditor. Accordingly, this claim shall not be paid. This claim is a duplicate of Claim #3. This claim is unimpaired.

6. **Class Six (General Electric Capital Corp.):** The secured claim of General Electric Capital Corp. (Claim #3) secured by various medical equipment was paid in full in August 2016 in the ordinary course of the agreement between the Debtor and the creditor. Accordingly, this claim shall not be paid. This claim is a duplicate of Claim #8. This claim is unimpaired.

7. **Class Six: Convenience Claims:** Claims equaling less than \$1,500.00, subject to any objections, shall be paid twenty-five percent (25%) of their claim on the Effective Date of the Plan.

8. **Class Seven (General Unsecured Claims):** The General Unsecured claims include all other allowed claims of Unsecured Creditors, subject to any Objections that are filed and sustained by the Court. The undisputed general unsecured claims total the amount of \$138,631.68 which will be repaid over the five (5) year term of the Plan at the rate of **\$400.00** per month for Month 1-60, on a pro-rata basis, which payments will commence on the Effective Date of the Plan.

#### **IX. POST-CONFIRMATION CONTROL OF THE DEBTOR**

9.1 **LEWIS HEALTH INSTITUTE, INC.** shall continue to be operated by Yolanda Lewis. Yolanda Lewis shall continue to own 100% of the Debtor.

#### **X. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

10.1 The Debtor shall assume the following executory express or implied contracts:

a. Financial Pacific Leasing, Inc.

10.2 Any and all executory contracts and unexpired leases of the Debtor not expressly assumed herein, not assumed prior to the Confirmation Date, or as of the Confirmation Date, the subject of pending applications to assume, shall be rejected.

10.3 Any claim for a rejected contract or lease shall be paid as a General Unsecured Claim by agreement, or upon determination by the Court, to the extent that such claims are allowed.

## XI. LIQUIDATION ANALYSIS

11.1 As with any Plan, an alternative would be a conversion of the Chapter 11 case to a Chapter 7 case, and subsequent liquidation of the Debtor by a duly appointed or elected Trustee. In the event of a liquidation under Chapter 7, the following is likely to occur: (a) an additional tier of administrative expenses entitled to priority over general Unsecured Claims under Section 507(a)(1) of the Bankruptcy Code would be incurred. Such administrative expenses would include, Trustee's commissions and fees to the Trustee's accountant, attorney's fees and other professionals likely to be retained for the purposes of liquidating the assets of the Debtor; and (b) Substantially less than market value will be realized for the Debtor's property (as set forth in Schedule B of the Bankruptcy Petition filed in this case, a copy of which is attached hereto and made a part hereof as **(Composite Exhibit "C")**). A Liquidation Analysis is attached hereto as **Composite Exhibit "B"**.

In a Chapter 7 liquidation, the secured assets of the Debtor would go back to secured creditors, thus, resulting in substantial unsecured deficiency claims that would be added to the class of General unsecured creditors. The remaining creditors would therefore have very limited or no resources from which to receive any payment on their

claims.

Predicated upon the foregoing and under a comparison of Chapter 11 reorganization versus Chapter 7 liquidation, the Debtor believes that the Creditors will receive substantially more money under a Chapter 11 Plan than they would under a Chapter 7 proceeding. As evidenced by the Liquidation Analysis attached hereto as **Composite Exhibit "B"**, the Debtor's net assets are insufficient to satisfy the secured claims of the Debtor and there would be no funds available to the general unsecured creditors in the unfortunate event of a conversion to a Chapter 7 Liquidation proceeding.

The Court has previously set July 5, 2013 in this case as the claims bar date. All indebtedness scheduled by the Debtor as not disputed, contingent or unliquidated or any indebtedness set forth in a properly executed and timely filed Proof of Claim shall be deemed an allowed claim unless the same is objected to, and the objection thereto is sustained by the Court.

## **XII. CONFIRMATION REQUEST**

12.1 The Debtor reserves the right, in the event that impaired classes reject the Plan of Reorganization, or any amendments or modifications thereto, to seek confirmation of the Plan pursuant to 11 U.S.C. Section 1129(b), if the Court finds at a hearing on confirmation that the Plan does not discriminate unfairly and is fair and equitable with respect to each dissenting class. Furthermore, in order for the Plan to be confirmed, of the ballots or votes cast, Creditors that hold at least 2/3's in amount and more than 1/2 in number of the allowed claims of impaired classes must accept the Plan.

## **XIII. FEASIBILITY AND BEST INTEREST TEST**

13.1 The Debtor submit that the Plan is fair and reasonable in its treatment of the respective classes of claims in this case, and that it is in the best interests of all affected parties to approve the Plans treatment of the classes of claims. The Debtor submits that the Plan is fair and reasonable in its treatment of the respective classes of claims in This case, and that it is in the best interests of all affected parties to approve the Plan's treatment of the classes of claims.

**CREDITORS AND OTHER PARTIES IN INTEREST ARE URGED TO READ AND REVIEW THE FULL TEXT OF THE PLAN OF REORGANIZATION, AND ANY AMENDMENTS OR MODIFICATIONS THERETO, PRIOR TO VOTING ON WHETHER TO ACCEPT OR REJECT THE PLAN.**

#### **XIV. RISK ANALYSIS**

As with any investment, there are risks associated with all Plans of Reorganization, and this matter is no exception. A possible risk includes the possibility of increased competition, as with any business. As with any business venture, there is always the risk that the Debtor may not perform as forecasted, but the Debtor for the estate believes that the projections for the future are conservative and reasonable.

#### **XV. MISCELLANEOUS PROVISIONS**

A. Notwithstanding any other provisions of the Plan of Reorganization, and any amendments or modifications thereto, any claim which is scheduled as disputed, contingent, or unliquidated, or which is objected in whole or in part on or before the date for distribution on account of such claim, shall not be paid in accordance with the

provisions of the Plan of Reorganization until such claim has become Allowed Claim by a final Order. If allowed, the Claim shall be paid on the same terms as if there has been no dispute.

B. At any time before the confirmation date, the Debtor may modify the Plan so long as the Plan as modified meets the requirements of Sections 1122, 1123 and 1127 of the Bankruptcy Code. After the Debtor files a modification with the Bankruptcy Court, the Plan, as modified, shall become the final Plan of Reorganization.

C. At any time after the confirmation date, and before substantial confirmation of the Plan, and any amendments or modifications thereto, the Debtor or the reorganized Debtor may modify the Plan so long as the Plan, as modified, meets the requirements of Sections 1122, 1123 and 1127 of the Bankruptcy Code. The Plan, as modified under this paragraph, shall become the final Plan of Reorganization subject to and upon approval by the Court.

D. After the confirmation date, the Debtor may, with approval of the Bankruptcy Court, and so long as it does not materially and adversely affect the interest of creditors, remedy any defect or omission, or reconcile any inconsistencies in the final Plan of Reorganization or in the Order of Confirmation, in such manner as may be necessary to carry out the purposes and effect of the final Plan of Reorganization.

E. Except as otherwise provided in the accompanying Plan, confirmation of the Plan shall be deemed to have discharged the Debtor, and their professionals, pursuant to Section 1141(d)(1) of the Code, from any claim included in this proceeding that arose on or prior to the Confirmation Date, and any claim of a kind specified in

Section 502(g), (h) or (I) of the Bankruptcy Code whether or not: (i) a proof of the claim is filed or deemed to be filed under Sections 501 and 1111(a) of the Bankruptcy Code; (ii) such claim is allowed under Section 502 of the Bankruptcy Code; or (iii) the holder of such claim has accepted the Plan. The payments to be made pursuant to the Plan by the Debtor shall be in full settlement and satisfaction of all claims against the Debtor. The payments of new value contributions and other post-bankruptcy contributions by the principals of the Debtor, as necessary to fund operations, shall be in full settlement and satisfaction of all claims against the principals.

F. Quarterly Trustee Fees - The Debtor is current in the payment of all quarterly fees to the U.S. Trustee to date. Pursuant to 28 U.S.C. Section 1930(a)(6), the Debtor shall pay to the U.S. Trustee's office all appropriate quarterly fees based upon post-petition disbursements until This case is closed by the entry of a final decree on the confirmed Plan.

## **XVI. CONCLUSION**

Under the Debtor's Plan of Reorganization, and any amendments or modifications thereto, all claimants of the Debtor will participate in some manner in the distribution to be made thereunder. The Debtor believes that the distributions contemplated in its Plan are fair and afford all Claimants and interest holders equitable treatment. Accordingly, the Debtor recommend that all claimants vote to **Accept** the Plan of Reorganization.



This Disclosure Statement has been executed this 15th day of February, 2017.

LEWIS HEALTH INSTITUTE, INC  
DEBTOR IN POSSESSION

By: \_\_\_\_\_

  
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