

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

LASER SPINE SURGERY CENTER
OF WARWICK, LLC,

Assignor,

Case No. 2019-CA-002773

to

SONEET KAPILA,

Assignee.

_____ /

MOTION TO SET ASSIGNEE BOND

Assignee, Soneet Kapila of KapilaMukamal (“Assignee”), by and through his undersigned attorneys, hereby files this Motion pursuant to § 727.104(2)(b) to set the amount of the Assignee’s bond in the assignment cases for the above-captioned assignor.¹ In support of this motion, the Assignee states as follows:

Background

1. On March 14, 2019, Laser Spine Institute, LLC (“LSI”) executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Section 727 of the Florida Statutes (the “LSI Assignment Case”).

2. Simultaneous with the filing of the LSI Assignment Case, the Assignee filed fifteen other Petitions commencing assignment for the benefit of creditors proceedings for 15 affiliates of

¹ The Assignee is filing identical motions in each of the sixteen affiliated assignment cases in light of the Assignee’s request for administrative consolidation of the assignment cases, explained in further detail below. *See infra* ¶¶ 2–3.

LSI (the “**Affiliated Assignment Cases**”): LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (collectively, together with LSI, the “**Assignors**”).

3. By separate motion, the Assignee will be seeking to administratively consolidate the Affiliated Assignment Cases with the LSI Assignment Case (collectively, the “**Assignment Cases**”) pursuant to Florida Rule of Civil Procedure 1.270(a).

4. In the years leading up to the Assignment Cases, LSI and its affiliates comprised one of the nation’s leaders in minimally invasive spine surgery, operating state-of-the-art outpatient surgery centers located near several major cities throughout the country with over 500 employees. Immediately prior to executing the assignment, LSI operated outpatient surgery centers in Tampa, Florida; Cincinnati, Ohio; Scottsdale, Arizona; and St. Louis, Missouri. LSI closed down three other surgery centers in Ohio, Oklahoma, and Pennsylvania in the Fall of 2018. The Assignors ceased all business operations on March 1, 2019. The Assignors filed the Assignment Cases to provide for the orderly liquidation of their assets for the benefit of their creditors.

Relief Requested

5. The Assignee requests that the Court fix the amount of the Assignee’s bond as required by § 727.104(2)(b) of the Florida Statutes, conditioned upon the Assignee’s faithful discharge of his duties.

6. Section 727.104(2)(b) of the Florida Statutes requires the Assignee to obtain a bond made payable to the Clerk of the Court “in an amount not less than \$25,000 or double the liquidation value of the unencumbered and liquid assets of the estate as set forth in Schedule B, whichever is higher, conditioned upon the assignee’s faithful discharge of her or his duties.” Fla. Stat. § 727.104(2)(b). The amount of the bond is “subject to reconsideration upon the motion of any party interest after notice and a hearing.” *Id.*

7. The schedules filed by each of the Assignors shows that each Assignor’s secured debt greatly exceeds the value of its liquid assets. Thus, there are no “*unencumbered* and liquid assets” of the estate. *Id.* (emphasis added). Further, the Assignors appear to have scheduled the assets at their book value, not liquidation value as contemplated by the statute. Accordingly, the Assignee requests that the bond amount for each of the Assignors be fixed at \$25,000. For the sake of clarity, the Assignee proposes to post a separate \$25,000 bond in each of the sixteen Assignment Cases.

WHEREFORE the Assignee respectfully requests the Court grant this Motion and fix the bond amount in the above-captioned Assignment Case at \$25,000, and provide such other relief as is just and proper.

Dated: March 15, 2019

/s/ Edward J. Peterson, III
Harley E. Riedel (FBN 183628)
Edward J. Peterson, III (FBN 0014612)
Matthew B. Hale (FBN 0110600)
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602
Telephone: (813) 229-0144
Facsimile: (813) 229-1811
Email: hriedel@srbp.com; epeterson@srbp.com
mhale@srbp.com
Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing has been sent by electronic mail on this 15th day of March, 2019 to:

Toby Gerber, Esquire
toby.gerber@nortonrosefulbright.com
Counsel for Texas Capital Bank, as Administrative Agent

Lara Fernandez, Esquire
lfernandez@trenam.com
Counsel for Texas Capital Bank, as Administrative Agent

Jennifer Altman, Esquire
jennifer.altman@pillsburylaw.com
Counsel for Joe Samuel Bailey, et al.

Kenneth Mather, Esquire
kmather@gunster.com
Counsel for Joe Samuel Bailey, et al.

Stuart Markman, Esquire
smarkman@kmf-law.com
Counsel for Joe Samuel Bailey, et al.

Nicole Greenblatt, Esquire
nicole.greenblatt@kirkland.com

/s/ Edward J. Peterson, III

Edward J. Peterson, III