

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

In re:

Laser Spine Institute, LLC ¹	Case No. 2019-CA-2762
CLM Aviation, LLC	Case No. 2019-CA-2764
LSI HoldCo, LLC	Case No. 2019-CA-2765
LSI Management Company, LLC	Case No. 2019-CA-2766
Laser Spine Surgery Center of Arizona, LLC	Case No. 2019-CA-2767
Laser Spine Surgery Center of Cincinnati, LLC	Case No. 2019-CA-2768
Laser Spine Surgery Center of Cleveland, LLC	Case No. 2019-CA-2769
Laser Spine Surgical Center, LLC	Case No. 2019-CA-2770
Laser Spine Surgery Center of Pennsylvania, LLC	Case No. 2019-CA-2771
Laser Spine Surgery Center of St. Louis, LLC	Case No. 2019-CA-2772
Laser Spine Surgery Center of Warwick, LLC	Case No. 2019-CA-2773
Medical Care Management Services, LLC	Case No. 2019-CA-2774
Spine DME Solutions, LLC	Case No. 2019-CA-2775
Total Spine Care, LLC	Case No. 2019-CA-2776
Laser Spine Institute Consulting, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

**ASSIGNEE'S MOTION TO EMPLOY BUELL & ELLIGETT, P.A.
AS SPECIAL COUNSEL TO ASSIST WITH HURRICANE IRMA
INSURANCE CLAIM AND TO PAY FEES ON A CONTINGENCY FEE BASIS**

Soneet Kapila (“Assignee”), by and through his undersigned attorneys, hereby files this motion pursuant to Florida Rule of Civil Procedure 1.100(b) and § 727.108(7) of the Florida

¹ On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases of the following entities: 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.

Statutes, to employ the law firm of Buell & Elligett,, P.A. in the Assignment Cases for the purposes of pursuing a business interruption claim (the “**Claim**”) against Affiliated FM Insurance Company (“**Affiliated**”). 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 LSI (the “**Affiliated Assignment Cases**,” and together with the LSI Assignment Case, the “**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.

3. The Assignee seeks authority to employ Buell & Elligett, P.A. (“**Buell**”), *nunc pro tunc* to April 18, 2019, as his special counsel for the purposes of pursuing the Claim against Affiliated (the “**Services**”) on a contingency fee basis on the terms set forth in the Contingency Fee Contract (the “**Contract**”) attached as **Exhibit A**.

Relief Requested

4. One of the Assignee's duties is "to the extent necessary, employ at the expense of the estate one or more . . . attorneys . . . to assist the assignee in carrying out his or her duties under this chapter." Fla. Stat. § 727.108(7). The Assignee has selected Buell because it has considerable experience in the area of insurance coverage and claims. The Assignee believes that Buell is well qualified to represent him in these proceedings.

5. Buell will be paid on a contingency fee basis. If the matter resolves before suit, Buell will receive 10% of any recovery. If the matter resolves after suit, Buell will receive the greater of 20% of any recovery, or attorney's fees awarded by the court. If no recovery is made, the estates will not be indebted to Buell for attorneys' fees.

6. Buell represents no interest adverse to the Assignee or to the estates in the matters upon which it is to be engaged by the Assignee, and its employment would be to the best interest of this assignment. Buell was engaged by LSI prior to the filing of the Assignment Cases to perform the Services. Buell has agreed to waive any claim for fees and costs related to such engagement.

WHEREFORE, the Assignee respectfully requests that he be authorized to employ and appoint Buell & Elligett, P.A. to represent him in the Assignment Cases under Fla. Stat. § 727.108(7), *nunc pro tunc* to April 18, 2019, pursuant to the terms of the Contract, and that the Court order such other and further relief as is just and proper.

Dated: April 22, 2019

/s/ Edward J. Peterson
Edward J. Peterson (FBN 0014612)
Matthew B. Hale (FBN 110600)
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602
Telephone: (813) 229-0144
Email: epeterson@srbp.com; mhale@srbp.com
Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Motion has been furnished on this 22nd day of April, 2019 by the Court's electronic system to all parties receiving electronic service, and by either U.S. mail or electronic mail to the parties listed on the Limited Notice Parties list attached.

/s/ Edward J. Peterson

Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

April 15, 2019

Assignors and Assignor's Counsel: (via the Court's electronic servicing system)

CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Laser Spine Institute, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC
c/o Nicole Greensblatt, Esq.
Kirkland & Ellis, LLP
601 Lexington Avenue
New York, NY 10022
Email: ngreenblatt@kirkland.com

Assignee and Assignee's Counsel (via the Court's electronic servicing system)

Soneet Kapila
c/o Stichter Riedel, Blain & Postler, P.A.
Attn: Edward J. Peterson, Esq.
110 E. Madison Street, Suite 200
Tampa, Florida 33602

Secured Creditors:

CarePayment, LLC
5300 Meadow Rd., #400
Lake Oswego, OR 97035

Steris Corporation
5960 Heisley Rd.
Mentor, OH 44060

CIT Bank, N.A.
10201 Centurion Pkwy., #400
Jacksonville, FL 32256

Medport Billing, LLC
6352 S. Jones Blvd., #400
Las Vegas, NV 89118

U.S. Bank Equipment Finance
1310 Madrid St.
Marshall, MN 56258

Maricopa County Treasurer
c/o Peter Muthig, Esq.
222 N. Central Ave., #1100
Phoenix, AZ 85004
Email: muthigk@maco.maricopa.gov

Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)

Highwoods Realty Limited Partnership
c/o Eric E. Ludin, Esq.
Tucker & Ludin, P.A.
5235 16th Street North
St. Petersburg, FL 33703-2611
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Terry and Sherry Legg
c/o Colling Gilbert Wright & Carter, LLC
801 N. Orange Avenue, Ste. 830
Orlando, FL 32801
Email: JGilbert@TheFloridaFirm.com; RGilbert@TheFloridaFirm.com;
CertificateofService@TheFloridaFirm.com

Joe Bailey; Mark Miller; Ted Suhl; Laserscopic Spinal Centers of America, Inc.; Laserscopic Medical Clinic, LLC; Laserscopic Surgery Center of Florida, LLC; Laserscopic Diagnostic Imaging; Laserscopic Spinal Center of Florida, LLC; and Tim Langford
c/o Gunster, Yoakley & Stewart, P.A.
401 E. Jackson Street, Ste 2500
Tampa, FL 33602
Email: wschifino@gunster.com (primary)
kmather@gunster.com (primary)

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Email: Jessica@CraneLaw.com

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Texas Capital Bank, N.A.
c/o Trenam Kemker
101 E. Kennedy Blvd., Ste 2700
Tampa, FL 33602
Primary Email: slieb@trenam.com
Secondary Email: mмосbach@trenam.com
Tertiary Email: dmedina@trenam.com

Home Management, Inc.

c/o Michael C. Markham, Esq.
401 E. Jackson Street, Suite 3100
Tampa, Florida 33602
Email: mikem@jpfirm.com; minervag@jpfirm.com

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Email: donschutz@netscape.net; don@lawus.com

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c/o Cameron M. Kennedy, Esq.
Searcy Denney Scarola, et al
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Tallahassee, Florida 32301
Email: kennedyteam@searcylaw.com; cmk@searcylaw.com

Deanna E. Ali
c/o Brandon J. Hill, Esq.
Wenzel Fenton Cabassa P.A.
1110 N. Florida Avenue, Suite 300
Tampa, Florida 33602
Email: bhill@wfclaw.com; twells@wfclaw.com

MedPro Group
c/o Jeffery Warren, Esq. and Adam Alpert, Esq.
Bush Ross, P.A.
P.O. Box 3913
Tampa, FL 33601-3913
Email: jwarren@bushross.com; aalpert@bushross.com;
mlinares@bushross.com; ksprehn@bushross.com

Laser Spine Institute, LLC
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Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

EXHIBIT A

**ASSIGNEE'S MOTION TO EMPLOY BUELL & ELLIGETT, P.A.
AS SPECIAL COUNSEL TO ASSIST WITH HURRICANE IRMA
INSURANCE CLAIM AND TO PAY FEES ON A CONTINGENCY FEE BASIS**

CONTINGENCY FEE CONTRACT

Subject to the approval of the Assignment Court (defined below), Soneet Kapila, as Assignee, (the "Client"), hereby retains the law firm of Buell & Elligett, P.A. ("B&E") to assist with the Hurricane Irma insurance claim against Affiliated FM Insurance Company. This contract is limited to the insurance coverage issue, and does not pertain to any extra-contractual or bad faith claim.

The Client is the assignee for the benefit of creditors for LSI HoldCo, LLC and related entities in assignment proceedings in the Circuit Court for Hillsborough County, Florida (the "Assignment Court").

The Client understands that B&E will be paid on a contingent fee basis. If the matter resolves before suit, B&E will receive 10% of any recovery. If the matter resolves after suit, B&E will receive the greater of 20% of any recovery, or attorney's fees awarded by the court to B&E.

The expenses related to this engagement will be paid by B&E, which will be entitled to reimbursement for such expenses from the portion of any recovery to the Client.

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, the undersigned clients will not be indebted to B&E for attorney's fees.

This agreement does not pertain to the \$156,554 Affiliated FM Insurance Company previously offered to pay to LSI Holdco, LLC.

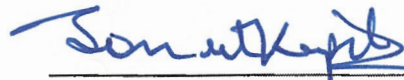
B&E makes no representations or guarantees regarding the tax consequences of any recovery that may be obtained on behalf of the clients. B&E attorneys are not tax attorneys or investment counselors and will not give tax or investment advice regarding any recovery or whether to structure any settlement obtained in this case. Accordingly, the clients are urged to obtain CPA's, tax attorneys, or investment professionals to provide advice regarding the tax and

investment treatment of any settlement. The clients assume the responsibility of obtaining tax advice from other tax attorneys or accountants.

This addendum is entered into and is to be performed within the State of Florida and is to be interpreted in accordance with Florida law. If a provision of this addendum is, or may be, held by a court to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect without being impaired or invalidated in any way.

By signing this contract, the undersigned clients agree to the terms and conditions set forth herein.

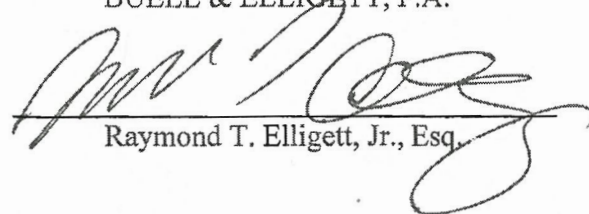
4/23/19
Date


Client, Soneet Kapila, as Assignee

BUELL & ELLIGETT, P.A.

April 18, 2019
Date

By:


Raymond T. Elligett, Jr., Esq.