

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

CONSOLIDATED CASE NO: 19-CA-2762

In re: Assignment for the Benefit of Creditors of,

LASER SPINE INSTITUTE, LLC, *et al*,

Assignors,

To:

SONEET KAPILA,

Assignee.

_____/

**CLAIMANT JONNA LEMIEUX'S AMENDED JOINDER IN CLAIMANT HEADLEY'S
MOTION TO DETERMINE ASSIGNORS' SELF-INSURANCE COMPLIANCE**

COMES NOW Plaintiff in Hillsborough County Case No. 16-CA-4548, Jonna Lemieux, by and through her undersigned counsel and hereby files her Amended Joinder in Claimant Headley's Motion to Determine Assignors' Self-Insurance Compliance to determine the method of compliance, if any, with the provisions of the applicable Florida Statutes as set forth below, to determine whether any assets over which the Assignee asserts control are, in fact, segregated and/or trust funds allocated to medical malpractice claims pursuant to financial responsibility statutory compliance, and as grounds states as follows:

1. Pursuant to §727.102 Florida Statutes, this Court has jurisdiction over all matters arising under Chapter 727 Assignments.

2. That Jonna Lemieux has an ongoing lawsuit for damages resulting from medical malpractice in which Assignors (namely Laser Spine Institute, LLC hereinafter "LSI") herein as well as the surgeon (Vernon Morris, M.D. hereinafter Dr. Morris) that performed the procedures on Jonna

Lemieux are named defendants. The Lemieux action is set forth in Hillsborough County Case No. 16-CA-4548.

3. In that action, the Assignors LSI as well as Dr. Morris have claimed to be self-insured. The Defendants claim that Assignor LSI provided the self insurance for both the doctor and the outpatient surgical center at LSI. They maintain that this coverage amounts to One-Million Dollars (\$1,000,000.00).

4. Claimant Jonna Lemieux joins Claimant Headley in requesting this Court to determine that this coverage was properly effectuated and remains in effect for both LSI and Dr. Morris in the manner mandated by Florida Statutes (whether the coverage is in the form of an irrevocable letter of credit pursuant to Chapter 675 or an escrow account pursuant to F.S. §625.52). The Lemieuxs request proof that any or all of these funds have not been commingled with other funds or dissipated in this action.

5. Assignor LSI utilized both medical doctors and osteopathic physicians and there are separate statutes that control self insured doctors. The same amount of coverage is required for all types of doctors performing surgery in outpatient surgical centers.

Florida Statute §458.320(2) specifically mandates that the full amount of these funds be available to the public before the practitioner can practice medicine. To wit,

(2) Physicians who perform surgery in an ambulatory surgical center licensed under chapter 395 and, as a continuing condition of hospital staff privileges, physicians who have staff privileges must also establish financial responsibility by one of the following methods:

(a) Establishing and maintaining an escrow account consisting of cash or assets eligible for deposit in accordance with s.625.52 in the per claim amounts specified in paragraph (b). The required escrow amount set forth in this paragraph may not be used for litigation costs or attorney's fees for the defense of any medical malpractice claim.

(b) Obtaining and maintaining professional liability coverage in an amount not less than \$250,000.00 per claim, with a minimum annual aggregate of not less than \$750,000.00 from an authorized insurer as defined under s.624.09, from a surplus lines insurer as defined under

s.626.914(2), from a risk retention group as defined under s.627.942, from the Joint Underwriting Association established under s.627.351(4), through a plan of self-insurance as provided in s.627.357, or through a plan of self-insurance which meets the conditions specified for satisfying financial responsibility in s.766.110. The required coverage amount set forth in this paragraph may not be used for litigation costs or attorney's fees for the defense of any medical malpractice claim.

(c) Obtaining and maintaining an unexpired irrevocable letter of credit, established pursuant to chapter 675, in an amount not less than \$250,000.00 per claim, with a minimum aggregate availability of credit of not less than \$750,000.00.

Furthermore, Florida Statute §627.357, details the requirements of the mandated solvent trust fund which serves as actual "coverage" to those people injured or damaged as a result of medical malpractice, stating:

(6) The commission shall adopt rules to implement this section, including rules that ensure that a trust fund remains solvent and maintains a sufficient reserve to cover contingent liabilities under subsection (7) in the event of its dissolution.

(7)(a) The liability of each member for the obligations of the trust fund is individual, several, and proportionate, but not joint, except as provided in this subsection.

(b) Each member has a contingent assessment liability for payment of actual losses and expenses incurred while the member's policy was in force.

(c) The trust fund may from time to time assess members of the fund liable therefor under the terms of their policies and pursuant to this section. The office may assess the members in the event of liquidation of the fund.

.....

(g) If the assets of a trust fund are at any time insufficient to comply with the requirements of law, discharge the fund's liabilities, or meet the required conditions of financial soundness, or if a judgment against the fund has remained unsatisfied for 30 days, **the trust fund must immediately make up the deficiency or levy an assessment upon the members for the amount needed to make up the deficiency**, subject to the limitations set forth in this subsection.

(h) If the trust fund fails to make an assessment as required by paragraph (g), the office shall order the fund to do so. If the deficiency is not sufficiently made up within 60 days after the date of the order, the fund is deemed insolvent and grounds exist to proceed against the fund as provided for in part I of chapter 631.

Florida Statute §627.912 details the reporting requirements of all claims against the self insured funds and requires that those claims be reported to the department within thirty (30) days of

notification. These safeguards are to insure the “self insured” funds are actually available to the public to cover damages incurred by malpractice.

If the self insured funds have been combined with the assets assigned or dissipated in any manner, the claimants herein that have interest in those funds should be fully apprised of the details of the accounts. Those accounts are required by statute to be maintained in accordance with Florida Statutes §458.320.

Pursuant to Florida Statutes §627.357, medical doctors are required to replenish any dissipated trust funds by assessment against the named insureds:

(g) If the assets of a trust fund are at any time insufficient to comply with the requirements of law, discharge the fund’s liabilities, or meet the required conditions of financial soundness, or if a judgment against the fund has remained unsatisfied for 30 days, the trust fund must immediately make up the deficiency or levy an assessment upon the members for the amount needed to make up the deficiency, subject to the limitations set forth in this subsection.

(h) If the trust fund fails to make an assessment as required by paragraph (g), the office shall order the fund to do so. If the deficiency is not sufficiently made up within 60 days after the date of the order, the fund is deemed insolvent and grounds exist to proceed against the fund as provided for in part I of chapter 631.

Upon information and belief, and based upon the **Notice to Creditors and Parties in Interest of Posting on Website**, attached hereto as Exhibit “A,” Jonna Lemieux believes that the One-million Dollars (\$1,000,000.00) earmarked as self insurance has been commingled with other company funds in violation of these statutes. This document was drafted by the Assignee’s attorney and amounts to representations made on behalf of and/or by the Assignee. The document describes the self insurance fund existence but is mum as to where it is maintained and what its current status. The document verifies, by this attorney’s representations to creditors (some without counsel), that other funds, such as FSA accounts have in fact been commingled in violation of ERISA policies set forth at 29 U.S.C. §1102-1103.

These funds are NOT property of this Assignment estate and are NOT subject to any stay. They are the primary coverage pledged to provide patients with independent funds upon proof of a malpractice action. The excess policies are also not property of this Assignment as they are not assets of this estate. The surgeons at an out patient surgical center can not continue their medical practice if they fail to replenish the self insurance amounts required by statute. See, Florida Statutes §458.320(3)(b).

On March 14, 2019, the Assignee in this action filed an inventory of the Assignor and that inventory failed to verify the existence of these required accounts. That inventory did indicate that the accounts reported were all accounts of the Assignor Laser Spine Institute, LLC and its subsidiaries. That Assignment specifically states:

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the Assignor, and all books, records, and electronic data pertaining to all such assets, wherever such assets may be located, hereinafter the "Estate," as which assets are, to the best knowledge and belief of the Assignor, set forth on Schedule B annexed hereto.

See, attached Exhibit "A" which is a true and correct copy of the relevant portions of the Assignment in this action.

On April 18, 2019, the Assignee filed an "Omnibus" response stating in part:

4. The Motions seek information as to whether any of the Assignors posted irrevocable letters of credit under Chapter 675 or escrow accounts under Section 625.53 of the Florida Statutes.
5. The Assignee has not been able to identify any such assets. To the extent the Assignee locates such assets, he will file an amended response.

See, attached Exhibit "B" which is a copy of this response. The tenor of this response speaks for

itself.

WHEREFORE, Jonna Lemieux, joins Claimant Headley and respectfully moves this Court to verify, identify and segregate all funds pledged to support alleged self insurance applicable to cover medical malpractice claims as required by Florida law, and for such other relief as this Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of May, 2019 a true and correct copy of the forgoing was filed with the Florida Courts e-Filing Portal and served by electronic mail and United States Mail upon the following persons:

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

Soneet Kapila
c/o Harley E. Riedel, Esq.
Edward J. Peterson, Esq.
Stichter Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602
Email: hriedel@srbp.com; epeterson@srbp.com

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
Email: ludin@tuckerludin.com; erin@ludinlaw.com

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)

jbennett@gunster.com (primary)

cwarder@gunster.com (secondary)

tkennedy@gunster.com (secondary)

Deanna Ali

c/o Jessica Crane, Esq. Crane Law, P.A. 13555 Automobile Blvd., Ste 560 Clearwater, FL 33762

Email: Jessica@CraneLaw.com

Deanna Ali

c/o Kwall Barack Nadeau PLLC

304 S. Belcher Rd. Ste C

Clearwater, FL 33765

Email: rbarack@employeerights.com

mnadeau@employeerights.com

Jackie@employeerights.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@wfcflaw.com ; twells@wfcflaw.com

Heather Emby

c/o Jessica Crane, Esq.

Crane Law, P.A.

13555 Automobile Blvd., Ste 560

Clearwater, FL 33762

Email: Jessica@CraneLaw.com

Heather Emby

c/o Kwall Barack Nadeau PLLC

304 S. Belcher Rd. Ste C

Clearwater, FL 33765

Email: rbarack@employeerights.com

mnadeau@employeerights.com

Jackie@employeeerights.com

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: mmosbach@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

Shirley and John Langston
c/o Donald J. Schutz, Esq.
535 Central Avenue
St. Petersburg, Florida 33701
Email: donschutz@netscape.net; don@lawus.com

Jared W. Headley
c/o Cameron M. Kennedy, Esq.
Searcy Denney Scarola, et al
517 North Calhoun Street
Tallahassee, Florida 32301
Email: kennedyteam@searcylaw.com; cmk@searcylaw.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;
mlinare@bushross.com; ksprehn@bushross.com

Cosgrove Enterprises, Inc.
c/o Walters Levine Lozano & Degrave
601 Bayshore Blvd., Ste 720
Tampa, Florida 33606
Email: hdegrave@walterslevine.com; jduncan@walterslevine.com

Cherish Collins
c/o Heather N. Barnes, Esq.

The Yerrid Law Firm
101 E. Kennedy Boulevard, Suite 3910
Tampa, FL 33602
Email: hbarnes@yerridlaw.com; evento@yerridlaw.com

Timothy Farley and Marilyn Farley
c/o Heather N. Barnes, Esq.
The Yerrid Law Firm
101 E. Kennedy Boulevard, Suite 3910
Tampa, FL 33602
Email: hbarnes@yerridlaw.com; evento@yerridlaw.com

Holland & Knight, LLP
c/o W. Keith Fendrick, Esq.
Post Office Box 1288
Tampa, Florida 33601-1288
Email: keith.fendrick@hkclaw.com; andrea.olson@hkclaw.com

Kenneth Winkler
c/o William E. Hahn, Esq.
310 S. Fielding Ave.
Tampa, FL 33606
Email: bill@whahn-law.com : Kelly@whahn-law.com

/s/ Scott M. Miller

SCOTT M. MILLER, ESQUIRE
Florida Bar No. 140783
Law Offices of Scott M. Miller
Cambridge Square
1920 Boothe Circle, Suite 100
Longwood, Florida 32750
Telephone: (407) 869-9996
Facsimile: (407) 869-9911
Attorneys for Claimant Lemieux

ASSIGNMENT

ASSIGNMENT, made on this 14th day of March, 2019, between **Laser Spine Institute, LLC**, with a principal place of business at 5332 Avion Park Drive, Tampa, FL 33607 (hereinafter "Assignor") and **Soneet Kapila of KapilaMukamal, LLP**, and whose address is 1000 South Federal Highway, Suite 200, Fort Lauderdale, FL 33316 (hereinafter "Assignee").

WHEREAS, the Assignor has been engaged in the business of performing minimally invasive neck and back procedures.

WHEREAS, the Assignor is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the Assignor, and all books, records, and electronic data pertaining to all such assets, wherever such assets may be located, hereinafter the "Estate," as which assets are, to the best knowledge and belief of the Assignor, set forth on Schedule B annexed hereto.

The Assignee shall take possession of, and protect and preserve, all such assets and administer the Estate in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the Estate with reasonable dispatch and convert the Estate into money,

PLAINTIFFS'
EXHIBIT

 A

collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of such liquidations and collections.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the Estate after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the Assignor, including interest on such debts and liabilities. If funds of the Estate shall not be sufficient to pay such debts and liabilities in full, then the Assignee shall pay from funds of the estate such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes.

If all debt and liabilities are paid in full, any funds of the Estate remaining shall be returned to the Assignor.

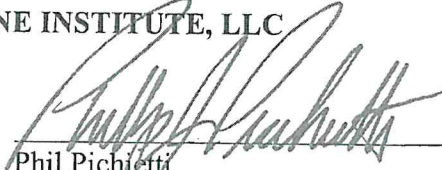
To accomplish the purposes of this assignment, the Assignor hereby appoints the Assignee its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the assignment hereby created; to demand and recover from all persons all assets of the Estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist the Assignee in carrying out his duties hereunder.

The Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the Assignor, or to sign the name of the Assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this assignment.

The Assignee hereby accepts the trust created by the assignment, and agrees with the Assignor that the Assignee will faithfully and without delay carry out his duties under the assignment.

LASER SPINE INSTITUTE, LLC

By:


Phil Pichietti
Its: Chief Financial Officer


Soneet Kapila, Assignee c

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing assignment was acknowledged before me on this 14th day of March, 2019, by Phil Pichietti, the Chief Financial Officer of Laser Spine Institute, LLC, as Assignor, for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 14th day of March, 2019.



Brittany Champagne
Notary Public
My Commission Expires:

Personally Known ✓ OR Produced Identification ✓
Type of Identification Produced ID

3. CASH AND BANK ACCOUNTS:

Entity Name	Balance as of 3/8/19	Account Type	Purpose/Function	Bank
LSI MANAGEMENT COMPANY, LLC PAYROLL ACCOUNT		Commercial	Operating - Payroll disburseme	Texas Capital Bank
LASER SPINE INSTITUTE, LLC DISBURSEMENT ACCOUNT		Commercial	Operating - disbursements	Texas Capital Bank
LASER SPINE INSTITUTE, LLC DEPOSIT ACCOUNT		Commercial	Depository	Texas Capital Bank
LASER SPINE SURGICAL CENTER, LLC - FLORIDA ACCOUNT		Commercial	Depository - Lockbox	Texas Capital Bank
LASER SPINE SURGERY CENTER OF ARIZONA, LLC		Commercial	Depository - Lockbox	Texas Capital Bank
LASER SPINE SURGERY CENTER OF PENNSYLVANIA, LLC		Commercial	Depository - Lockbox	Texas Capital Bank
LASER SPINE SURGERY CENTER OF OKLAHOMA, LLC		Commercial	Depository - Lockbox	Texas Capital Bank
LASER SPINE SURGERY CENTER OF ST LOUIS, LLC		Commercial	Depository - Lockbox	Texas Capital Bank
LASER SPINE SURGERY CENTER OF CINCINNATI, LLC		Commercial	Depository - Lockbox	Texas Capital Bank
LASER SPINE SURGERY CENTER OF CLEVELAND, LLC		Commercial	Depository - Lockbox	Texas Capital Bank
TOTAL SPINE CARE, LLC		Commercial	Operating - depository	Texas Capital Bank
AMBULATORY ANESTHESIA RESOURCE GROUP, LLC		Commercial	Operating	Texas Capital Bank
LSI MANAGEMENT COMPANY, LLC		Commercial	Operating - disbursements	Texas Capital Bank
SPINE DME SOLUTIONS, LLC		Commercial	Operating	Texas Capital Bank
MEDICAL CARE MANAGEMENT SERVICES, LLC		Commercial	Operating	Texas Capital Bank
LSI HOLDCO, LLC		Commercial	Operating - disbursements	Texas Capital Bank
LASER SPINE INSTITUTE, LLC	\$ -	Commercial MM	Third party loan guarantee	Center State Bank
LASER SPINE INSTITUTE, LLC	\$ 295,326.00	Commercial	Operating	First Home Bank (1HB)
LASER SPINE INSTITUTE, LLC		Commercial MM	Operating	First Home Bank (1HB)

4. INVENTORY

<u>Balance per inventory reports:</u>	2019
	Feb
Florida	216,910.53
Arizona	79,097.64
Pennsylvania	-
Oklahoma	-
St.Louis	102,376.48
Cincinnati	86,340.42
Cleveland	-
Total Location	484,725.07

5. ACCOUNTS RECEIVABLE

Account Description: AR- Other

GL Account #: █████

Account Type: Accounts Receivable

Financial Report: Balance Sheet

Current Month:	JAN-19	
BBVA Refund	44,026.03	
Business Interruption	826,593.30	
CIT	15,717.76	
Comcast Refund	(266.90)	
Deposition Prepaid	(9,000.00)	
Disputed Charges	2,723.38	
TSC Rent	36,702.61	
Jeans Day donations	952.96	
Madrivo	30,000.00	
Research Start Up Fee	6,000.00	Money was received Feb19
GL Balance - 1/31/19	\$ 953,449.14	

Laser Spine Institute
AR Aging Analysis
Feb-28-2019

	0 - 30	31 - 60	61 - 90	91 - 120	121 - 150	151 - 180	181 - 210	211 - 240	241 - 270	271 - 300	301 - 330	331 - 360	361 - 390	391 - 420	421 - 450	451 - 480	481 +	Total
Net Accounts Receivable by Payer																		
Aetna	702,596	241,721	145,278	105,712	94,703	85,676	52,563	61,565	51,212	50,407	81,874	146,228	82,583	(10,297)	9,064	1,351	777,042	2,643,843.81
BCBS	1,365,575	283,212	220,216	315,166	413,885	662,336	1,433,338	961,778	844,563	729,812	196,131	843,941	765,402	623,957	322,558	565,084	4,799,938	15,974,921.41
Cigna	1,208,128	409,696	219,723	198,238	(16,147)	221,269	25,854	71,783	310,211	176,253	471,890	163,754	63,233	185,032	29,835	4,742	(1,791,577)	2,053,918.39
Humana	28,116	17,224	(16,877)	4,518	7,894	22,813	(4,375)	28,424	(24,858)	(8,322)	2,138	21,308	7,324	6,998	29,933	15,825	36,241	(2,913.81)
UDF	0	42,515	74,853	19,000	0	0	0	0	0	0	0	0	0	0	0	0	0	114,553.03
Other	691,905	208,611	296,911	214,498	(14,501)	137,318	91,322	(4,922)	123,919	25,969	(23,351)	12,627	368,534	(55,717)	(33,472)	(142,114)	(109,642)	1,695,887.50
Other Contracted	414,268	151,870	18,078	157,446	(6,113)	12,900	51,460	23,968	10,745	23,968	60,684	12,316	0	0	17,632	6,325	(1,142,053)	(109,361.52)
Patient Claims	188,372	26,051	(27,701)	75,570	89,413	38,768	106,410	11,000	25,220	(18,569)	49,176	(51,632)	(41,894)	58,548	(9,770)	27,999	(208,715)	272,976.55
TkCare	0	0	0	0	0	0	0	0	(7,338)	0	0	0	36,451	14,708	41,826	36,559	1,919,824	1,223,500.18
UHC	2,247,804	1,838,143	977,365	561,431	1,135,048	677,668	(68,214)	419,796	336,597	(140,670)	(166,624)	(1,82,777)	(260,547)	(507,771)	(524,067)	(89,577)	530,383	6,771,358.50
Medicare	465,517	107,075	161,666	40,394	115,169	51,670	24,841	86,994	72,209	169,700	167,090	104,697	(60,785)	170,477	52,475	37,860	819,182	2,660,557.47
Medicaid	28,083	20,800	0	28,190	0	0	10,761	40,987	0	38,975	0	0	0	0	0	0	6,955	214,560.74
Work Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Net AR	\$ 8,853,262	\$ 3,346,876	\$ 2,086,201	\$ 1,770,723	\$ 1,819,266	\$ 1,817,297	\$ 1,664,853	\$ 1,717,705	\$ 1,630,508	\$ 837,842	\$ 809,268	\$ 1,809,118	\$ 1,020,565	\$ 585,943	\$ (68,542)	\$ 460,354	\$ 4,729,006	\$3,442,914.17
Less: Unmatched Sr DOS Collections																		\$ 37,666.00
Final AR Balance																		\$ 3,480,580.17

7. PREPAID EXPENSES

13100 Prepaid Agreements

Vendor Name	Description	Period	Balance
CDW DIRECT	Licenses - Targeted Attack Protection	10/1/2017-9/30/2020	29,390.52
CDW DIRECT	Licenses - Data Loss Prevention	10/1/2017-9/30/2020	25,970.39
CDW DIRECT	Wi-Fi Renewal (1yr)	6/1/2018 - 5/31/2019	3,241.86
CDW DIRECT	Red Hat Enterprise Linus Server Subscription	7/1/2018 - 6/30/2019	1,583.18
CLARITY GROUP	Year 1 Annual Subscription Fee	5/21/18-5/20/19	3,499.98
CONGA	Composer Business Edition & Premium Support	4/1/18 - 3/31/19	5,600.00
CONGA	Composer Business Edition & Premium Support	4/1/18 - 3/31/19	2,160.00
CONGA	Licenses & Support	4/1/18 - 3/31/19	700.00
CONGA	Licenses & Support	4/1/18 - 3/31/19	700.00
CONGA	Licenses & Support	4/1/18 - 3/31/19	2,160.00
EXTENSYS INC	Support and Maint subscrip for CommVault	5/1/16-4/1/19	1,907.37
ICIMS	Quarterly support fees	1/10/19-4/9/19	8,010.00
INFO-TECH	Advisory Access, Training & Development	9/20/18 - 9/20/19	15,999.11
Informatica	Success Renewal Maint.	12/2/18-12/1/19	50,785.27
Informatica	Data Integration & Connectors	1/21/19 - 1/20/20	64,020.00
LASERFICHE	1 year Maint/support contract	7/28/18-7/27/19	17,000.01
LINKEDIN	Corp recruiting quart. fee	11/1/18 - 1/31/19	-
BERKE GROUP	Quarterly License fee	11/20/18 - 2/19/19	-
BERKE GROUP	Quarterly License fee	11/20/18 - 2/19/19	-
MCG HEALTH	Licenses	10/2/18-10/1/19	48,433.32
MICROSOFT CORP	Annual Subscription Fees	8/1/18-7/31/19	137,961.33
ORACLE	Annual Dues	5/17/18 - 5/16/19	11,264.58
OTIS	Svc contract TAY05060	1/1/19-12/31/19	-
SALARY.COM	Annual Contract	5/1/2018 - 4/30/2019	2,749.98
SALESFORCE.COM	Salesforce CRM	12/15/18-12/14/19	678,148.29
SKILL SURVEY	Skill Survey Reference Unlimited	10/24/18-10/23/19	8,437.50
TEALUUM	Support Contract ID O-7565-R2	4/7/18-4/6/19	3,000.00
VOLOGY	Firewall License	4/25/16 - 3/24/19	3,549.58
GUIDEPOINT SECURITY	Support	1/1/19-12/31/19	35,698.72
GUIDEPOINT SECURITY	DatAdvantage Windows SW Maint & Support	12/27/18-12/27-19	20,804.27
MICROSTRATEGY	Annual Subscription	12/1/18-11/30/19	66,357.88
IDERA INC	SQL-LICENSE AND SOFTWARE	12/22/17-12/22/20	30,340.72
PRINTER LOGIC	PI Renew - Professional - Subscription	2/5/18-2/4/19	-
VOICE SYSTEMS	Annual Support Agreement	2/10/18-2/9/19	-
VOICE SYSTEMS	Annual Support Agreement	2/10/19-2/9/20	19,524.93
APPLIED STATISTICS & MGMT	Quarterly Fees - Web Credentialing	1/1/19-3/31/19	1,564.93
MELISSA DATA CORP	Personator Enrich Web Service	8/10/17-8/09/20	47,124.93
ADOBE SYSTEMS	Annual Subscription Fee - Adobe Sign Enterprise	1/27/18-1/26/19	-
COMPUQUIP TECHNOLOGIES	Annual Support Agreement - Checkpoint Maint.	3/1/2018-2/28/19	11,276.68
NEXTGEN	Database, Patient educ licenses	6/29/18 - 6/28/19	4,127.08
NEXTGEN	EHR/PM Provider License	1/1/19 - 3/31/19	8,803.00
NEXTGEN	EHR/PM Provider License	1/1/19 - 3/31/19	52,532.98
PAYSCALE	Benchmark Essential Subscription	1/23/18 - 1/22/19	-
Fred Pryor Seminars	Elearning content library	8/1/18 - 7/31/19	21,750.00
CDW DIRECT	SW License 1 YR - Carbon Black CB Resp	10/1/18 - 8/31/19	18,707.50
CDW DIRECT	Cohesity Std Support	12/27/18 - 12/27/19	32,770.76
Sprout Social	1yr user license	8/29/18 - 8/28/19	3,529.58

13100 Prepaid Agreements

Vendor Name	Description	Period	Balance
Citrix	ADC SDX Appliance	9/29/18-9/29/19	45,120.68
Carefusion	Jan 2019 invoice	1/1/19-1/31/19	-
Linkedin	Duplicate Invoice		-
C&D	PO's inadvertently received	Jan-19	67,200.00
			1,613,506.92

1,613,506.92
0.00

**Laser Spine Institute LLC
2019 Deposit Summary**

Vendor	Description	Type	Balance Jan-19
Citibank (Cigna) Payment	Health Insurance Claims Dep	Citi	125,141.91
676 and 656 Swedesford Assoc.,L.P.	PA - Rent Deposit	Prop	-
676 and 656 Swedesford Assoc.,L.P.	Amendments	Prop	-
HCP CRS2 CREVE COEUR MO LP	Rent Deposit - St. Louis	Prop	61,169.80
PROJECT EDEN LTD	SECURITY DEPOSIT - CINCINNATI	Prop	35,086.33
DUKE ENERGY OHIO INC	Utilities Deposit - Cincinnati	Prop	4,775.00
TECO	Utilities Deposit - Avion Park	AVP	73,715.23
TECO	Utilities Deposit - Avion Park	AVP	1,328.21
TECO	Utilities Deposit - Avion Park	AVP	4,101.56
Balance			305,318.04
BS			305,318.04
Variance			-

Laser Spine Institute, LLC
13020 - Prepaid Insurance

				Balances
Description	Payor	Policy Period	Type	JAN-19
WORKERS COMP-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	WORKERS COMP	23,804.44
FLOOD-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	FLOOD	4,370.42
Flood - Avion Park-Monthly Amort for Policy Period 09/22/18-09/21/19	HOMESITE INSURANCE COMPANY	09/22/18-09/21/19	Flood - Avion Park	643.32
Errors & Omissions-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	Errors & Omissions	10,240.23
Cyber Liability-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	Cyber Liability	8,544.79
DIR/OFF-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	DIR/OFF	16,887.77
PROF LIAB-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	PROF LIAB	1,387.41
AUTO-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	AUTO	762.82
Insurance Policy Finance Charges	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	Finance Charges	7,828.56
AGENCY FEE-Monthly Amort for Policy Period 3/1/18-6/30/19	Ironwood Insurance Risk Consulting Partners	3/1/18-6/30/19	AGENCY FEE	43,234.09
MED MAL-Monthly Amort for Policy Period 1/1/18-6/30/19	Ironwood Insurance Risk Consulting Partners	1/1/18-6/30/19	MED MAL	754,994.19
PROP-Monthly Amort for Policy Period 3/1/18-2/28/19	Ironwood Insurance Risk Consulting Partners	3/1/18-2/28/19	PROP	31,379.01
Agency Fee-Monthly Amort for Policy Period 7/31/18-6/30/19	Risk Consulting Partners	7/31/18-6/30/19	Agency Fee	35,454.54
				\$ 939,531.59

13050 Prepaid Medical Svc Contracts		
Vendor Name	Description	Period
INFINIT NORTH AMERICA INC.	Radiology PACS	4/7/2018 - 4/6/2019
JOHNSON & JOHNSON	Service Agreement	01/1/2016 - 12/31/2019
LUMENIS	4 year Svc Agreements for Lasers - STL	01/1/2016 - 12/31/2019
LUMENIS	4 year Svc Agreements for Lasers - STL	01/1/2016 - 12/31/2019
LUMENIS	4 year Svc Agreements for Lasers - CIN	01/1/2016 - 12/31/2019
LUMENIS	4 year Svc Agreements for Lasers - CIN	01/1/2016 - 12/31/2019



13070 - Legal Retainer

January 31, 2019

Ending Balance 12/31/2018	129,277.80
K&E Inv#1050008119	64,752.31
K&E Inv#1050008781	78,105.89
K&E Inv#1050008605 (Request for retainer)	100,000.00
K&E Inv#1050009083	52,718.08
K&E Inv#1050009705	99,470.40
Amount expensed for January	(295,046.68)
Ending Balance 1/31/2019	229,277.80
GL Balance 1/31/2019	229,277.80
Variance	-

8. OTHER.

Causes of Action:

Claims for infringement intellectual property rights.

All rights under any insurance policies, including, without limitation, the following policies:

Hartford Insurance Co. of Midwest	Workmens Compensation
Affiliated FM Insurance Co. CNA	Property
Indian Harbor Insurance Co.	Excess Liability
Lloyd's London – Certain Underwriter	
Beazley Group	Excess Liability
Endurance American Specialty	
Insurance Co.	Excess Liability
Allied World Specialty Insurance Co.	Excess Liability
Chubb Insurance Co. of New Jersey	Professional Liability

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

In re:

Laser Spine Institute, LLC	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 OMNIBUS RESPONSE TO MOTIONS TO
DETERMINE ASSIGNOR'S SELF-INSURANCE COMPLIANCE**

Assignee, Soneet Kapila of KapilaMukamal, as assignee of LSI Management Company, LLC ("Assignee"), by and through his undersigned attorneys, files this response to the pending Motions to Determine Assignor's Self-Insurance Compliance¹ (the "Motions"), and states:

1. On March 14, 2019, Laser Spine Institute, LLC and fifteen of its affiliates

¹ Identical motions have been filed by Shirley and John Langston (Dkt. #44); Terry E. Legg and Shirley Legg (Dkt. #47); and Jared William Headley (Dkt. #53), Individually and as parent and Natural Guardian of Caytlin Marie Headley, Brooke Christine Headley, Mackenzie Ann Headley, Nathan Christopher Headley, Madilyn Kay Headley, and Braeden William Headley, minor children.

**PLAINTIFFS'
EXHIBIT**

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(collectively, the “**Assignors**”) executed assignments for the benefit of creditors.

2. On March 14, 2019, the Assignee filed Petitions with the Court commencing the above-captioned assignment for the benefit of creditors proceeding pursuant to Section 727 of the Florida Statutes (collectively, the “**Assignment Cases**”).

3. The Assignment Cases are being jointly administered.

4. The Motions seek information as to whether any of the Assignors posted irrevocable letters of creditor under Chapter 675 or escrow accounts under Section 625.53 of the Florida Statutes.

5. The Assignee has not been able to identify any such assets. To the extent the Assignee locates any such assets, he will file an amended response.

/s/ Scott A. Stichter

Harley E. Riedel (FBN 183628)
Scott A. Stichter (FBN 0710679)
Edward J. Peterson (FBN 0014612)
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; sstichter@srbp.com
epeterson@srbp.com
Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing *Assignee's Omnibus Response to Motions to Determine Assignor's Self Insurance Compliance* has been furnished on this 18th day of April, 2019 by the Court's electronic system to all parties receiving electronic service and via electronic mail to:

Donald J. Schutz, Esquire
donschutz@netscape.net
don@lawus.com
Counsel to Shirley and John Langston

Jonathan T. Gilbert, Esquire
jgilbert@thefloridafirm.com
certificateofservice@thefloridafirm.com
Counsel to Terry and Sherry Legg

Cameron M. Kennedy, Esquire
cmk@searcylaw.com
kennedyteam@searcylaw.com
Counsel to Jared William Headley

/s/ Scott A. Stichter
Scott A. Stichter

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