

**SRBP** STICHTER, RIEDEL, BLAIN & POSTLER, P.A.  
ATTORNEYS AT LAW

TAMPA | FORT MYERS | PENSACOLA | DESTIN

DON M. STICHTER  
1929-2019  
RICHARD C. PROSSER  
1950-2017  
B. MICHAEL BACHMAN, JR.  
RUSSELL M. BLAIN  
JODI DANIEL DUBOSE  
BECKY FERRELL-ANTON  
DANIEL R. FOGARTY  
MATTHEW B. HALE  
AMY DENTON HARRIS  
BARBARA A. HART

MICHAEL J. HOOI  
ELENA PARAS KETCHUM  
STEPHEN R. LESLIE  
EDWARD J. PETERSON, III  
CHARLES A. POSTLER  
HARLEY E. RIEDEL, II  
MARK F. ROBENS  
SUSAN HEATH SHARP  
SCOTT A. STICHTER  
G. CHRISTOPHER MEYER  
OF COUNSEL

REPLY TO TAMPA

May 24, 2019

Honorable Scott Stephens  
Edgecomb Courthouse  
800 E. Twiggs St., Room 503  
Tampa, FL 33602

Re: Laser Spine Institute, LLC, Consolidated Case No. 2019-CA-2762

Dear Judge Stephens:

Our firm represents Soneet Kapila, the Assignee in the assignment for the benefit of creditors cases of Laser Spine Institute, LLC and 15 related entities, now consolidated under the above-referenced case. Enclosed for your consideration are the following proposed orders from the May 23, 2019 hearing in this matter:

1. Order Granting Motion to Establish Procedures Authorizing the Assignee's Sale of *De Minimus* Assets Without Further Notice or Court Approval;
2. Order Granting Assignee's Motion to Approve Termination of MedPro Group Excess Healthcare Liability Policy Effective as of May 23, 2019;
3. Order Granting Assignee's Motion Authorizing the Implementation of Procedures to Maintain and Protect Confidential Patient Information;
4. Order Granting Assignee's Motion for Order Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals;
5. Order Granting Motion to Employ Vestal & Wiler, CPAs to Conduct Audit of Retirement Savings Plan and to Pay Fees Related Thereto; and

110 EAST MADISON STREET-SUITE 200  
TAMPA, FLORIDA 33602-4700  
T 813.229.0144  
F 813.229.1811

1342 COLONIAL BOULEVARD-SUITE H57  
FORT MYERS, FLORIDA 33907-1009  
T 239.939.5518  
F 239.939.5568

41 NORTH JEFFERSON STREET-SUITE 111  
PENSACOLA, FLORIDA 32502-5669  
T 850.637.1836  
F 850.791.6545

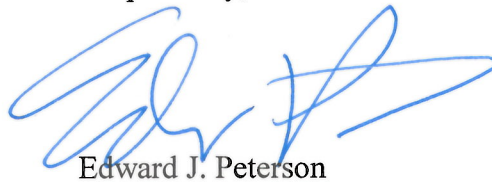
4475 LEGENDARY DRIVE-SUITE 40  
DESTIN, FLORIDA 32541-9306  
T 850.460.7676  
F 850.424.6604

6. Order Granting 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.

I believe that the proposed orders comport with the relief requested in the corresponding motions and accurately reflect Your Honor's rulings at the May 23, 2019 hearing. Further, no party objected to the relief requested in the motions. Accordingly, I submit that it is appropriate for you to sign the proposed orders.

Should Your Honor have any questions or require anything further, please do not hesitate to contact us.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Edward J. Peterson', is written over the typed name.

Edward J. Peterson

EJP/kw  
Enclosures

cc: All Counsel of Record via electronic filing

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

**ORDER GRANTING ASSIGNEE'S MOTION  
AUTHORIZING THE IMPLEMENTATION OF PROCEDURES TO  
MAINTAIN AND PROTECT CONFIDENTIAL PATIENT INFORMATION**

---

<sup>1</sup> 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.

THIS CASE came on for hearing on May 23, 2019, at 1:30 p.m. upon the Assignee's *Motion Authorizing the Implementation of Procedures to Maintain and Protect Confidential Patient Information* (the "**Motion**")<sup>2</sup> filed by the Assignee. The Court, having considered the Motion, the statements of counsel and being fully advised of the record, finds that the Motion is well taken and should be granted. Accordingly, it is

**ORDERED** that:

1. The Motion is granted.
2. The Patient Confidentiality Procedures are approved.
3. Counsel for the Assignee shall serve this Order upon the Limited Notice Parties List.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_ day of May, 2019.

---

Steven Scott Stephens  
Circuit Court Judge

Copy to:  
Counsel of record

---

<sup>2</sup> Unless otherwise defined herein, capitalized terms have the same meanings ascribed to them in the Motion.

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

---

**ORDER GRANTING ASSIGNEE'S  
MOTION FOR ORDER ESTABLISHING PROCEDURES  
FOR MONTHLY AND INTERIM COMPENSATION AND  
REIMBURSEMENT OF EXPENSES FOR PROFESSIONALS**

---

<sup>1</sup> 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.

THIS CASE came on for hearing on May 23, 2019, at 1:30 p.m. upon the Assignee's *Motion for Order Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals* (the "**Motion**")<sup>2</sup> filed by the Assignee. The Motion requests the entry of an order establishing a procedure for compensating and reimbursing all Professionals on a monthly basis. Proper and adequate notice of the Motion and the hearing thereon has been given and no other or further notice is necessary. Upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Accordingly, it is hereby

**ORDERED** that:

1. The Motion is granted in all respects.
2. Interim compensation and reimbursement of the Professionals in these cases shall be in accordance with the terms of this Order.
3. All professionals now or hereafter employed by the Assignment Estates are authorized to participate in the interim compensation procedures as set forth in the Motion and below:

- (a) On or before the 10th day of each month following the month for which compensation is sought, each Professional will serve a monthly statement upon (i) the Assignee, c/o Soneet Kapila, KapilaMukamal, 1000 South Federal Highway, Suite 200, Ft. Lauderdale, Florida 33616; (ii) Assignee's general counsel, c/o Stichter, Riedel, Blain & Postler, P.A., 110 East Madison Street, Suite 200, Tampa, FL 33602; and (iii) the Bank, c/o Toby L. Gerber, Esq. and Ryan E. Manns, Esq., 2200 Ross Avenue, Dallas, Texas 75201-7932 (collectively, the "**Application Recipients**").
- (b) The monthly statement shall not be filed with the Court.

---

<sup>2</sup> Unless otherwise defined herein, capitalized terms have the same meanings ascribed to them in the Motion.

- (c) Each monthly fee statement shall contain an abbreviated narrative of the services rendered,<sup>3</sup> accompanied by a printout or schedule of the reimbursable expenses incurred and the professional and paraprofessional time spent (in sufficient detail to allow the review of this time by the Application Recipients), which shall ordinarily be for services rendered through a particular calendar month.
- (d) Each Application Recipient receiving a statement may object to the payment of the fees or the reimbursement of costs set forth therein by serving a written objection (which shall not be filed with the Court) upon the applicable Professional and the other Application Recipients so as to have such objection actually received by the applicable Professionals and other Application Recipients within fourteen (14) days of the date on which the statement is received. The objection shall state the nature of the objection and identify with specificity the amount of fees or costs to which objection is made. The objecting party shall attempt in good faith to object only to the portion of the statement that is deemed to be objectionable. If the parties are unable to reach a resolution to an objection, the affected Professional may either (i) file a request with the Court for payment of the difference between the maximum monthly payment and the actual monthly payment made to the affected Professional or (ii) forego the payment of the incremental amount until the next interim or final fee application hearing, at which time the Court will consider and dispose of the objection if requested by the parties.
- (e) In the absence of any timely objection, the Assignee is authorized to pay 80% of the fees and 100% of the expenses, except such fees or expenses as to which an objection may be served by one of the Application Recipients as provided below.
- (f) If the Assignee receives an objection to a particular fee statement, he shall withhold payment of that portion of the fee statement to which the objection is directed and promptly pay the remainder of the fees and disbursements in the percentages set forth herein. All Professionals subject to these fee procedures shall establish a separate billing number for any time spent on the resolution of fee disputes. Any fees incurred in connection with such fee disputes shall not be paid pursuant

---

<sup>3</sup> The statements may be abbreviated to avoid any disclosure of attorney-client communications, accountant-client communications, or attorney work product. Should there be any inadvertent disclosures of privileged items, it shall not constitute a waiver of such privilege.

to the monthly statement, but may only be sought and paid upon the filing of an interim fee application as set forth below and after order of the Court.

- (g) Similarly, if the parties to an objection are able to resolve their dispute following the service of an objection and if the party whose statement was objected to serves on all of the Application Recipients a statement indicating that the objection is withdrawn and describing in detail the terms of the resolution, then the Assignee is authorized to pay the 80% of that portion of the fee statement which is no longer subject to an objection.
- (h) The service of an objection shall not prejudice the objecting party's right to object to any fee application on any ground, whether or not raised in the objection. Furthermore, the decision by any party not to object to a fee statement shall not be a waiver of, nor otherwise prejudice, that party's right to object to any subsequent fee application.
- (i) The first statement shall be served by each of the Professionals within ten (10) business days of the date of the order granting this Motion and shall cover the period from March 14, 2019 through April 30, 2019.
- (j) Unless the Court orders otherwise, each of the Professionals utilizing the procedures described herein shall file interim fee applications, for the amount of fees and costs sought above, every 120 days as follows:
  - (i) The first Interim Fee Applications may be filed on or after June 30, 2019, (the "**First Interim Fee Applications**"). The First Interim Fee Applications shall represent fees and costs incurred by the Professionals from March 14, 2019 through June 30, 2019. Thereafter, interim fee applications may be filed in accordance with the schedule set forth above covering the preceding four month time period.
  - (ii) Professionals who fail to file an application seeking approval of compensation and expenses previously paid pursuant to these fee procedures when such application is due may nonetheless file interim and final fee applications with the Court.
- (k) A determination by the Court that payment of compensation or reimbursement of expenses was improper as to a particular



monthly statement shall not disqualify a Professional from the future payment of compensation or reimbursement of expenses as set forth above, unless otherwise ordered by the Court.

- (l) Neither the payment of, nor the failure to pay, in whole or in part, monthly compensation and reimbursement as provided herein shall have any effect on this Court's interim or final allowance of compensation and reimbursement of expenses of any Professionals.
- (m) Neither the filing of nor the failure to file an objection to any monthly fee statement will bind any party in interest or the Court with respect to the interim or final allowance of applications for compensation or reimbursement of expenses of Professionals. All fees and expenses paid to Professionals under the compensation procedures are subject to disgorgement until final allowance by the Court.

4. Neither the payment of interim fees nor anything else in the Motion and Order prevents the Court from allowing or disallowing fees upon interim or final applications.

5. Counsel for the Assignee shall serve this Order upon the Limited Notice Parties List.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_\_ day of May, 2019.

---

Steven Scott Stephens  
Circuit Court Judge

Copy to:  
Counsel of record

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

**ORDER GRANTING ASSIGNEE'S MOTION TO  
APPROVE TERMINATION OF MEDPRO GROUP EXCESS  
HEALTHCARE LIABILITY POLICY EFFECTIVE AS OF MAY 23, 2 019**

THIS CASE came on for hearing on May 23, 2019, at 1:30 p.m. (the "**Hearing**") upon the *Assignee's Motion to Approve Termination of MedPro Group Excess Healthcare Liability Policy Effective as of May 23, 2019* (the "**Motion**") filed by Soneet Kapila, as Assignee for Laser Spine

<sup>1</sup> 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.

Institute, LLC (the “Assignee”). The Court, having considered the statements of counsel, and the lack of opposition by any party in attendance at the Hearing, and being fully advised of the record, finds that the Motion is well taken and should be granted. Accordingly, it is

ORDERED:

1. The Motion is granted.
2. The Excess Healthcare Liability Policy No. EN004806 (the “Policy”) with MedPro Group, on behalf of National Fire Insurance Company (collectively, “MedPro”) is deemed terminated as of the date of this Order.
3. In accordance with the terms of the Policy, the deadline for claimants to assert claims under the Policy shall be thirty (30) days after the date of this Order.
4. The replacement general liability coverage uncoupled from the medical malpractice coverage terminated by this Order shall be effective on the date of this Order.
5. Nothing in this Order shall provide additional defenses to MedPro with respect to claims timely asserted under the Policy or provide additional rights to claimants.
6. Counsel for the Assignee shall serve this Order in compliance with the *Order Granting Assignee’s Motion to Limit Notice*.
7. This Court retains jurisdiction over any disputes arising from the entry of this order including, without limitation, the amount of any refund owed to the Assignment Estates as a result of the termination approved herein.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_\_ day of May, 2019.

---

Steven Scott Stephens  
Circuit Court Judge

Copy to: Counsel for Assignee

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

**ORDER GRANTING 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**

THIS CASE came on for hearing on May 23, 2019 at 1:30 p.m. upon the Motion of the assignee, Soneet Kapila (the “Assignee”), for an order approving the employment of Buell &

---

<sup>1</sup> 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.

Elligett, P.A. as Special Counsel for the Assignee (the “**Motion**”)<sup>2</sup>. The Court, having considered the Motion, the statements of counsel and being fully advised of the record, finds that the Motion is well taken and should be granted. Accordingly, it is

ORDERED:

1. The Motion is granted.
2. The Assignee is hereby authorized to retain Buell & Elligett, P.A. under Fla. Stat. § 727.108(7), *nunc pro tunc* to April 18, 2019, to assist him with the Claim (as defined in the Motion) related to a business interruption claim resulting from Hurricane Irma, pursuant to the terms of the Contingency Fee Contract attached to the Motion as Exhibit A.
3. Counsel for the Assignee shall serve this Order upon the Limited Notice Parties List.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_\_ day of May, 2019.

---

Steven Scott Stephens  
Circuit Court Judge

Copy to:  
Counsel of record

---

<sup>2</sup>Unless otherwise defined herein, capitalized terms have the same meanings ascribed to them in the Motion.

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

---

**ORDER GRANTING MOTION TO EMPLOY  
VESTAL & WILER, CPAS TO CONDUCT AUDIT OF  
RETIREMENT SAVINGS PLAN AND TO PAY FEES RELATED THERETO**

THIS CASE came on for hearing on May 23, 2019 at 1:30 p.m. upon the Motion of the assignee, Soneet Kapila (the “Assignee”), for an order approving the employment of Vestal &

---

<sup>1</sup> 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.

Wiler, CPAs for the purposes of conducting an audit of the retirement savings plan of the Assignors in order to remain in compliance with ERISA regulations (the “**Motion**”)<sup>2</sup>. The Court, having considered the Motion, the statements of counsel and being fully advised of the record, finds that the Motion is well taken and should be granted. Accordingly, it is

ORDERED:

1. The Motion is granted.
2. The Assignee is hereby authorized to retain, and pay the retainer to, Vestal & Wiler, CPAs under Fla. Stat. § 727.108(7), *nunc pro tunc* to May 3, 2019, pursuant to the terms of the engagement letter attached to the Motion as Exhibit A.
3. Counsel for the Assignee shall serve this Order upon the Limited Notice Parties List.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_\_ day of May, 2019.

---

Steven Scott Stephens  
Circuit Court Judge

Copy to:  
Counsel of record

---

<sup>2</sup> Unless otherwise defined herein, capitalized terms have the same meanings ascribed to them in the Motion.

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

---

**ORDER GRANTING MOTION TO  
ESTABLISH PROCEDURES AUTHORIZING THE ASSIGNEE'S SALE  
OF DE MINIMIS ASSETS WITHOUT FURTHER NOTICE OR COURT APPROVAL**

---

<sup>1</sup> 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.



THIS CASE came on for hearing on May 23, 2019, at 1:30 p.m. (the “**Hearing**”) upon the *Motion to Approve Sale Procedures for De Minimis Assets* (the “**Motion**”)<sup>2</sup> made by the Assignee, Soneet Kapila, to establish procedures authorizing the Assignee’s sale of *de minimis* assets without the need for further notice or Court approval. The Court, having considered the statements of counsel, and the lack of opposition by any party in attendance at the Hearing, and being fully advised of the record, finds that the Motion is well taken and should be granted. Accordingly, it is

ORDERED:

1. The Motion is granted.
2. The Assignee is authorized to sell certain assets of the Assignors (each, a “**De Minimis Asset**”) where the sale price of the asset or reasonable group of assets is less than \$25,000.00. These procedures shall only apply to arms’ length transactions to an unrelated third party, and based on the Assignee’s good faith estimate of the value of a De Minimis Asset.
3. Not later than seven (7) days prior to the proposed sale, the Assignee shall give notice of a proposed sale to (a) Texas Capital Bank, National Association, in its capacity as Administrative Agent to the lender group, c/o Ryan Manns, Esquire, by email, or to any other secured creditor asserting a lien on the applicable De Minimis Asset(s), and (b) the limited set of notice parties prescribed in the Court’s *Order Granting Assignee’s Motion to Limit Notice* (the “**Limited Notice Parties List**”).
4. If the Assignee does not receive a written objection by the date provided on the notice, the Assignee shall be authorized to sell the applicable De Minimis Asset in accordance with this Order, with such sale to be free and clear of any liens, claims and encumbrances, and any

---

<sup>2</sup> Unless otherwise defined herein, capitalized terms have the same meanings ascribed to them in the Motion.

asserted liens attaching to the proceeds of the sale to the same extent, validity, and priority as such liens existed prior to the sale. The net proceeds of the respective sales (after payment or reserve of agreed costs of sale) shall be remitted to lienholders as their interests may appear.<sup>3</sup>

5. Counsel for the Assignee shall serve this Order upon the Limited Notice Parties List.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_ day of May, 2019.

---

Steven Scott Stephens  
Circuit Court Judge

Copy to:  
Counsel for Assignee

---

<sup>3</sup> The Assignee continues to investigate the validity and the priority of claims and liens and nothing herein shall be deemed a waiver of the Assignee's rights to contest the validity and priority of claims and liens.