

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.

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

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.

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**")² 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.

² 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,³ 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

³ 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.

Electronically Conformed 5/28/2019

Steven Scott Stephens
Steven Scott Stephens
Circuit Court Judge

Copy to:
Counsel of record