

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
GULF COAST COLLECTION BUREAU FOR COLLECTION OF
CERTAIN ACCOUNTS RECEIVABLE, TO PAY FEES, AND FOR
AUTHORITY TO COMPROMISE ACCOUNTS RECEIVABLE WITH THE
CONSENT OF TEXAS CAPITAL BANK AS ADMINISTRATIVE AGENT**

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.

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 Statutes, to employ Gulf Coast Collections Bureau (“**GCCB**”) in the Assignment Cases for the purposes of collecting certain accounts receivable. 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 Chapter 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 (collectively, together with LSI, the “**Assignors**”).

3. A significant subset of LSI’s asset base consists of accounts receivable generated from services performed by the Assignors prior to the filing of the Assignment Cases (the

“**Accounts Receivable**”). The bulk of the Accounts Receivable, which now are held by the Assignee, relate to payments owed by consumers. Schedule B filed with the Assignment Cases reflects aggregate accounts receivable in the face amount of approximately \$33 million. However, the expected collectable value of accounts receivable is likely to be significantly less than the face amount.

4. Prior to the filing of the Assignment Cases, certain of the Assignors had engaged GCCB for the purpose of collecting certain “bad debt receivables” that are generally 120 days or older. The Assignee now seeks to continue this arrangement.²

5. Texas Capital Bank, National Association, in its capacity as Administrative Agent to the lender group (“**TCB**”), asserts a lien on virtually all personal property of the Assignors, including but not limited to the Accounts Receivable, under a Credit Agreement (or any related documents or agreements) dated as of July 2, 2015 by and between the Assignors, as borrowers and/or guarantors, and TCB, as lender. Accordingly, the Accounts Receivable are subject to the asserted liens of TCB.

Relief Requested

6. The Assignee seeks authority to employ GCCB, *nunc pro tunc* to May 21, 2019 for the purposes of collecting certain of the Assignors’ stale receivables, now held by the Assignee (the “**Services**”) on the terms set forth in the Third Party Collection Services Agreement (the “**Agreement**”) attached as **Exhibit A**. The Assignee also seeks authority to settle and/or compromise amounts owed on a specific Account Receivable with the consent of TCB, the ostensible lienholder with respect to the Accounts Receivable.

² The Assignee has engaged Accordias to collect current accounts receivable. GCCB will be collecting on stale receivables generally 120 days or older.

7. The Assignee has selected GCCB because it has considerable experience in the collection of stale accounts receivable.

8. Under the Agreement, GCCB will be paid a contingent fee of 20% on any gross recovery for any account that has not been previously placed with a third party collection agency. The Assignee further requests authority to pay these fees without further Court approval. Based on the Assignee's experience and business judgment, the rates charged by GCCB are reasonable and within the range of market rates.

9. GCCB represents no interest adverse to the Assignee or to the estates in the matters upon which it is to be engaged by the Assignee. The Assignee submits that the employment would be in the best interests of creditors and the assignment estates.

10. The Assignee further seeks approval to settle any outstanding amounts owed on Accounts Receivable subject to the consent of TCB, which asserts a lien on the Accounts Receivable pursuant to the Credit Agreement. Without the Court's approval to compromise claims, the Assignee would arguably be required to seek Court approval to compromise each Account Receivable. Because TCB will be the ultimate beneficiary of any recoveries from the Accounts Receivable, the Assignee submits that authorizing settlement of outstanding amounts with TCB's consent promotes efficiency and conservation of judicial resources.

WHEREFORE, the Assignee respectfully requests that he be authorized to employ GCCB in the Assignment Cases under Fla. Stat. § 727.108(7), *nunc pro tunc* to May 21, 2019 pursuant to the terms of the Agreement, authorize him to remit payment to GCCB under the

terms described in the Agreement, authorize him to compromise outstanding accounts receivable with the consent of Texas Capital Bank, as administrative agent, and that the Court order such other and further relief as is just and proper.

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Motion has been furnished on this 5th day of June, 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 and:

Gulf Coast Collections Bureau, Inc.
Attn: Jack Brown III
5630 Marquesas Circle
Sarasota, FL 34233

/s/ Edward J. Peterson
Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

May 31, 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
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

Heather Emby
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@employeeights.com
mnadeau@employeeights.com
Jackie@employeeights.com

Heather Emby
c/o Kwall Barack Nadeau PLLC
304 S. Belcher Rd. Ste C
Clearwater, FL 33765
Email: rbarack@employeeights.com
mnadeau@employeeights.com
Jackie@employeeights.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

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

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

Ray Monteleone
c/o Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Bank of America Plaza, Suite 3700
Tampa, Florida 33601-2231
dennis.waggoner@hwhlaw.com; julie.mcdaniel@hwhlaw.com; patrick.mosley@hwhlaw.com;
tricia.elam@hwhlaw.com; ghill@hwhlaw.com; jessica.simpson@hwhlaw.com

William Horne and WH, LLC
c/o Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard
Bank of America Plaza, Suite 3700
Tampa, Florida 33601-2231
dennis.waggoner@hwhlaw.com; julie.mcdaniel@hwhlaw.com; patrick.mosley@hwhlaw.com;
tricia.elam@hwhlaw.com; ghill@hwhlaw.com; jessica.simpson@hwhlaw.com

Jonna Lemeiux
Law Offices of Scott M. Miller
Cambridge Square
1920 Boothe Circle, Suite 100
Longwood, Florida 32750
service@scottmillerlawoffice.com; amy@scottmillerlawoffice.com

Robert Kimble, Administrator and Personal Rep of
Estate of Sharon Kimble
c/o Luis Martinez – Monfort
400 North Ashely Drive, Suite 1100
Tampa Florida 33602
Primary Email: lmmonfort@gbmmlaw.com; litigation@gbmmlaw.com

Independent Orthopedics, P.A.,
Weiss Family Management, LLLP
Michael C. Weiss, D.O.
c/o V. Stephen Cohen, Esq.
100 North Tampa Street, Suite 1900
Tampa, FL 33602
Primary: scohen@bajocuva.com; lheckman@bajocuva.com

Laser Spine Institute, LLC
CLM Aviation, 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
GULF COAST COLLECTION BUREAU FOR COLLECTION OF
CERTAIN ACCOUNTS RECEIVABLE, TO PAY FEES, AND FOR
AUTHORITY TO COMPROMISE ACCOUNTS RECEIVABLE WITH THE
CONSENT OF TEXAS CAPITAL BANK AS ADMINISTRATIVE AGENT**



THIS THIRD PARTY COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into this 21 day of May 2019 by and between Gulf Coast Collection Bureau, Inc., a Florida corporation, ("GCCB") and the following, henceforth known as "Client":

Soneet Kapila, as assignee of the entities listed in footnote one.

WHEREAS, Client filed petitions commencing assignments for the benefit of creditors of the Assignors in Circuit Court in Hillsborough County, Florida (the "Assignment Court!").

WHEREAS, Client is desirous of obtaining services to assist in the collection of accounts receivable;

WHEREAS, GCCB wishes to provide third party accounts receivable collection services upon the terms and conditions herein stated.

NOW THEREFORE, in consideration of the foregoing covenants and promises, the adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions:

I. GENERAL TERMS AND CONDITIONS

1.1 Description of Collection Services

GCCB shall perform third party collection services on referred accounts receivable within the limits of the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et. seq., State debt collection laws, and other applicable state, federal and local laws.

1.2 Customary and Standard Third Party Collection Procedures

GCCB shall perform third party collections services on referred consumer accounts receivable on behalf of Client on debts that are in default as determined by Client.

¹ Laser Spine Institute, LLC; 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 (the "Assignors").



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1. Mailing of collection notices;
2. Telephone requests for payment;
3. Establishment of repayment plan;
4. Performance of location information services;
5. Reporting accounts to Consumer Reporting Agencies (CRA).
6. Depositing of Checks on behalf of Client

1.3 Authorization and Representation

Client authorizes GCCB to commence customary and standard third party collection procedures to effectuate payment of a referred account when Client provides GCCB with the consumer/responsible party information and which pertains to a patient's account receivable.

GCCB is authorized and client hereby grants agency power of attorney to endorse all checks, money orders, draft bills of exchange, or other forms of instruments for the payment of money payable to the client for accounts placed for collection.

Client represents that, to the best of his knowledge, he is lawfully entitled to the balances stated on any accounts turned over for collection, including but not limited to principal charges, late fees, collection fees, and any other amounts claim due to Client. GCCB has not given any advice to Client regarding Client's policies and procedures and that Client has relied on advice of its own counsel in determining its fees schedule, billing, and collection policies and procedures.

To the best of the Client's knowledge, Client is not aware of any material inaccuracies in any representations made by any of the Assignors in any prior agreements between the Assignors and GCCB.

1.4 Account Referral

Client shall not refer to GCCB any accounts receivable valued at less than \$50.00, a bankrupt account, or a disputed account. Additionally, when Client becomes aware that an account has entered bankruptcy or has been disputed, it will notify GCCB within 2 business days of its receipt of said notification. Client may notify GCCB by sending an encrypted email or secure message, return receipt requested, to bankruptcy@gulfcoastcollection.com. Client shall not place any accounts wherein the balance is subject to a workers compensation claim.

GCCB may make a determination of the probability of collection on Client's portfolio and may modify its work effort to put additional efforts towards accounts that GCCB deems has a higher probability of recovery and less efforts towards accounts that GCCB deems has a lower probability of recovery.

Client shall not place the same account with multiple agencies. GCCB shall have the exclusive right to collect on accounts referred from Client until such time as the account is recalled or cancelled so as to avoid duplication of collection efforts and double credit reporting. Said exclusive right shall extend for 180 days from the date of placement of the

account by Client. _____

1.5 Right to Withdraw Accounts Receivable

Upon written notification to GCCB, Client shall be permitted to withdraw any consumer account receivable referred to GCCB. Client acknowledges that it may take thirty (30) days for GCCB to remove the account from its systems and databases. However, GCCB shall be entitled to any fees earned prior to such date of withdrawal by Client.

1.6 Right to Refuse to Perform Services

GCCB may, at its sole discretion, not perform services on certain accounts and return the account receivable to Client without penalty.

II. **TERM OF AGREEMENT**

2.1 Primary Term

The Primary Term of this agreement shall be for 1 year and can thereafter be renewed on an annual basis upon mutual written agreement. Both parties agree that the Agreement will remain in effect until notice of cancellation is provided in writing by either party during the term of the agreement.

This Agreement is subject to the approval of the Assignment Court.

III. **COMPENSATION AND REPORTING REQUIREMENTS**

3.1 Calculation of Commissions Earned

GCCB's commission shall be calculated according to the following formula:

Gulf Coast shall charge a contingent fee of ~~18~~20%
on any gross recovery for any account that have not been previously placed with
a third party collection agency.

The commission shall be deemed earned for purposes of this section when payment is received, whether paid to client or paid to GCCB on the account, regardless of the source of payment including any insurance payments. If there is a refund or insurance take back on an account paid while placed at GCCB, GCCB shall process the negative payment on the account within 10 business days of notification from Client and shall issue a credit to the Client on the current period's invoice.

3.2 Statement of Payments Collected and Commissions earned

On or before the fifteenth day of each month, GCCB shall submit a Statement of Payments Collected and Commissions earned on behalf of Client to Client's designated representative in accordance with the notice provisions set forth in this Agreement. The Statement of Commissions Earned shall set forth an itemization of the amount of commissions earned on each referred account that the GCCB earned during the preceding month as a result of its performance of collection services under this Agreement. Client shall pay said invoice within 30 days of statement closing; in the event that said client account receivable is not paid within 60 days, GCCB may offset

said fees from any current collections. The offset remedy is not an exclusive remedy and is in addition to any remedies normally available to collect an accounts receivable balance. Client shall be responsible for any reasonable attorney's fees and costs incurred by GCCB in collecting said past due accounts receivable. Should client withhold any disputed amounts, the dispute shall be resolved prior to the date of the following statement and accounted for on said statement.

3.3 Client's Continuing Reporting Requirements

Client and GCCB must communicate to each other any and all disputes, payments, information changes or updates, and any other information relevant to the collection of an account that has been referred to GCCB for collection. Federal law requires GCCB to respond within 30 days to a consumer's request for validation, verification, or other information on their account; Client's failure to timely reply to a request from GCCB may result in the account be cancelled for lack of validation.

IV. INSURANCE AND BONDS

4.1 General Liability Insurance

Throughout the term of this Agreement, GCCB shall obtain and maintain comprehensive general liability insurance with minimum limits of \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate. GCCB shall obtain and maintain this insurance coverage at its own expense, without reimbursement from Client. Client may request a copy of said policy and GCCB will comply with all such requests.

V. INDEPENDENT CONTRACTOR

5.1 Independent Contractor Status

The parties expressly agree hereto that GCCB is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create, an employer-employee relationship or a joint venture relationship, or to allow Client to exercise direction or control over the manner or method by which GCCB performs the Services which are the subject matter of this Agreement.

VI. NOTICES

All notices required under this Agreement shall be given in writing and shall be sent by U.S. Mail, first class postage pre-paid, to the following address:

If to GCCB: Gulf Coast Collections Bureau, Inc.
5630 Marquesas Circle
Sarasota, FL 34233
Attn: Jack Brown III

If to Client:

Soneet Kapila, Assignee
KapilaMukamal, LLP
1000 South Federal Highway, Suite 200
Fort Lauderdale, Florida 33316

With a copy to:

Edward J. Peterson, Esq.
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602

VII. MODIFICATIONS AND AMENDMENTS

This Agreement, or any of its provisions may be modified or amended at any time during its term, but only by an agreement in writing, signed by both parties, stating which provisions of this Agreement are so amended and setting out such amendment or modification in full.

VIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

IX. TERMINATION

10.1 Termination

This Agreement may be terminated by either party in whole or in part with thirty (30) days written notice. Upon termination of this Agreement, GCCB shall cease all collection activity for Client at the end of the thirty (30) days and return all consumer account information and related documents to Client. Upon termination, GCCB shall, within thirty (30) days, remit to Client outstanding collections received by GCCB on behalf of Client.

10.2 Post Termination Events

Upon termination of this Agreement for breach, GCCB shall immediately cease all collection activity for Client and shall return all consumer account information and related documents to Client. Upon termination, GCCB shall, within thirty (30) days, remit to Client outstanding collections received by GCCB on behalf of Client.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties acknowledge that the terms of this Agreement have been explained fully and that they enter into this Agreement freely and without coercion this 21st day of May, 2019.

GCCB

By:



Dick MacMillan
Senior VP of Sales
Gulf Coast Collection Bureau, Inc.

CLIENT

By:



Sonnet Kapila, as Assignee
Printed Name