

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 TO EMPLOY
ACCORDIAS HEALTHCARE SERVICES, LLC FOR COLLECTION OF
ACCOUNTS RECEIVABLE, TO PAY FEES, AND FOR AUTHORITY
TO COMPROMISE ACCOUNTS RECEIVABLES 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.

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 Accordias Healthcare Services, LLC for the purposes of collecting accounts receivable (the “**Motion**”).² 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 as provided herein.
2. The Assignee is hereby authorized to retain Accordias Healthcare Services, LLC “**Accordias**”), *nunc pro tunc* to May 2, 2019, for the purposes of collecting accounts receivable owed to the Assignors pursuant to the terms of the Accounts Receivable Management Services Agreement attached to the Motion as Exhibit A. The Assignee is authorized to remit payment to Accordias in accordance with the terms of the Agreement.
3. The Assignee is further authorized to settle or compromise amounts owed on any existing accounts receivable, without further notice or order of the Court, on the following procedures. If the amount of the proposed discount as a result of the settlement or compromise (the “**Discount Amount**”) is less than or equal to the greater of (i) twenty percent of the amount of the subject account receivable, or (ii) \$5,000 (the “**Settlement Threshold**”), then no further notice or consent need be obtained for purposes of the settlement or compromise. If the Discount Amount exceeds the Settlement Threshold, then not later than three (3) days prior to the proposed acceptance, the Assignee shall give notice of a proposed settlement to Texas Capital Bank, National Association, in its capacity as Administrative Agent to the lender group (the “**Agent**”), c/o Ryan Manns, Esquire, by email. If the Assignee does not receive a written objection within

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

three days from transmission of the email, the Assignee may compromise the account receivable dispute. If the Agent opposes the settlement, then the Assignee shall be required to seek court approval. Nothing herein shall be deemed a waiver of the Assignee's rights to contest the validity and priority of claims and liens of the Agent.

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

DONE AND ORDERED in Hillsborough County, Florida this _____ day of June, 2019.

Electronically Conformed 6/11/2019

~~Steven Scott Stephens~~
Steven Scott Stephens
Circuit Court Judge

Copy to: Counsel of record