

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.

UPDATED STATUS REPORT AS OF JUNE 25, 2019

SONEET KAPILA, as assignee (the “Assignee”), undertook his duties as Assignee on March 14, 2019. The Assignee has continued to marshal and secure the assets of the Assignors and has negotiated the interim use of cash collateral to allow him to pay vital expenses of operating

¹ On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases (collectively, the “Assignment Cases” or the “Assignment Estates”) 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 (collectively, the “Assignors”).

the Assignment Cases, while complying with his statutory duties and communicating frequently with creditors. The Assignee hereby provides the following status report summarizing some of the recent activity and efforts on behalf of the Assignment Estates since the last hearing on May 23, 2019, as follows:

1. The Assignee, his professional team, and the LSI Staff have continued to communicate with patients regarding the release of records to the patients.

2. The Assignee has continued to negotiate with landlords with respect to the disposition of the assets located at each facility. As reported in the last Status Report, the Assignee has executed a standstill agreement with the landlord at the Tampa location. Moreover, the Assignee and the landlord at the Cincinnati location have reached an agreement that allows the Assignee to leave the assets in place in Cincinnati without the further accrual of rent through July 24, 2019. Pursuant to those agreements, the Assignee and the landlords continue to pursue a collaborative “turn-key” sale approach with prospective purchasers who intend to use the facility as a medical facility. Rent will not accrue as an administrative expense claim under those agreements while the Assignee explores options for the sale of the assets and the landlord explores similar options to re-lease the premises. In addition, the Assignee removed the assets at the St. Louis location and has negotiated a sale of said assets to Centurion Service Group, LLC for a purchase price of \$330,000 subject to approval of the alleged secured lender and the court. The Assignee is in frequent communication with the landlords and will report in the future as to the resolution of the ongoing discussions.

3. The sale of the assets at the Philadelphia location has closed and the purchase price of \$435,000 was remitted to the Assignee.

4. The Assignee has terminated the insurance coverage with MedPro Group and has procured substitute general liability insurance coverage at substantial savings to the estates.

5. The Assignee continues to investigate causes of action and to that end has reviewed numerous documents and interviewed certain employees regarding such causes of action. The Assignee interviewed potential special litigation counsel to investigate claims against directors and officers and potential claims for recovery of fraudulent conveyances. The Assignee has identified special litigation counsel and is currently negotiating contingency fee arrangements. The Assignee has filed a motion to employ Genovese Joblove & Battista, P.A. and Rocke, McLean & Sbar, P.A. to pursue D&O claims and certain other claims as designated by the Assignee. In addition, the Assignee, through his general counsel, sent demand letters and draft tolling agreements to the recipients of potentially recoverable transfers. Assignee's counsel has been negotiating the terms of tolling agreements with those who have expressed interest.

6. Because the Assignment Estates contain no unencumbered liquid assets, the Assignee negotiated the use of cash collateral with the primary secured creditor, Texas Capital Bank, as administrative agent. The cash has been used to pay vital ongoing expenses related to the Assignment Estates. Continued use of cash collateral is a critical component of an orderly wind-down, the preservation and maximization of assets of the Assignment Estates. Accordingly, the Assignee filed the Motion For Entry of an Order Pursuant to Fla. Stat. § 727.109(15): (I) Authorizing the use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief, that is set for hearing on June 27, 2019.

7. The Assignee regularly communicates with unsecured creditors of the Assignors regarding the Assignment Cases. In particular, in addition to communicating with Texas Capital Bank, which will likely have a large deficiency claim, the Assignee has been in frequent communication with the Bailey Group, the holder of a large unsecured claim.

8. The Assignee has continued to review and investigate financial records and contractual agreements, enabling the filing of motions to reject leases in order to reduce the administrative burdens on the Assignment estates.

9. The Assignee has safe-guarded and preserved assets and records of the Assignors and formulated a strategy to monetize assets and address pending litigation.

10. The Assignee has reviewed and analyzed the Healthcare Finance Direct, LLC loan portfolio and negotiated with the Agent for turnover, subject to this Court's approval.

11. The Assignee continues to review and provide support to the Buell & Elligett, P.A. firm in an effort to resolve the business interruption claim filed as a result of Hurricane Irma.

12. The Assignee has worked with Accordias, the third party accounts receivable ("AR") collection company whose retention was approved by this Court on June 11, 2019, to maximize the recovery of the outstanding accounts receivable.

13. Further, subject to the approval of the Court, the Assignee has employed Gulf Coast Collection Bureau, Inc. to handle collection of "bad debt" receivables.

14. Moreover, subject to Court approval, the Assignee has employed Clary Document Management, Inc. in order to help ensure the proper storage of patient records.

15. In addition to: (a) the discussions with the landlords regarding a collaborative approach to maximizing value through "going concern" or "in place" sales of the equipment and inventory; and (b) the sale of the St. Louis and Philadelphia assets described above, the Assignee has continued the process of identifying potential purchasers for those assets.

16. The Assignee continues to evaluate alternatives to the Assignors' various database platforms for future exit strategies and cost savings.

17. The Assignee continues to review and prepare for the filing of the estates' tax returns and respond to notices and other correspondence from various tax agencies.

18. All of the matters set for hearing on June 27, 2019 are set forth in the attached Agenda.

/s/ Edward J. Peterson

Harley E. Riedel (FBN 183628)

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Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing *Further Updated Status Report as of June 25, 2019* has been furnished on this 25th day of June, 2019 by the Court's electronic system to all parties receiving electronic service.

/s/ Edward J. Peterson

Edward J. Peterson

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
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Assignors,

Consolidated Case No:
2019-CA-2762

To:

Soneet Kapila,

Division L

Assignee.

AGENDA FOR HEARING ON JUNE 27, 2019

Soneet Kapila, as Assignee, proposes the following agenda (the “**Agenda**”) for the matters calendared for omnibus hearing on June 27, 2019 at 2:00 p.m. The information contained in this Agenda reflects the status of each matter as it is known to Assignee’s counsel as of the filing of this Agenda and is subject to change.

Document Index	Filing Party	Matter	Status
MOTIONS TO APPROVE SERVICE AGREEMENTS			
169	Assignee	Assignee's Motion for Order Approving Records Management Agreement with Clary Document Management, Inc. and for Authority to Pay Related Fees and Costs	Assignee requests that the Court authorize the Assignee to employ Clary to provide essential document management services related to patient records.
172	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	Assignee requests that the Court approve the employment of Gulf Coast to collect certain stale receivables.
197	Assignee	Assignee's Motion for Order Approving Service Level Agreement with Infinit North America and for Authority to Pay Related Fees and Costs	Approval of this Agreement is necessary to help implement the storage of patient records.
MOTION TO EMPLOY PROFESSIONALS			
	Assignee	Assignee's Motion to Employ Genovese Joblove & Battista, P.A. and Rocke, McLean & Sbar, P.A. as Special Litigation Counsel and to Pay Fees on a Contingency Fee Basis	Assignee requests that the Court authorize the Assignee to employ GJB & RMS on the terms set forth in the Motion and Contingency Fee Contract
ASSET DISPOSITION			
163	Assignee	Notice of and Motion to Abandon Certain Assets to Texas Capital Bank, as Administrative Agent	Assignee requests the authority to abandon the HFD Assets to the Agent in exchange for a credit of \$10 million against the Agent's secured claim.
165	Shirley and John Langston (Don Schutz)	Objection and Opposition to Assignee's Notice of and Motion to Abandon Certain Assets to Texas Capital Bank, as Administrative Agent	Assignee requests that the objection be overruled.
182	Assignee	Assignee's Reply to Shirley and John Langston's Objection and Opposition to Assignee's Notice of and Motion to Abandon Certain Assets to Texas Capital Bank, as Administrative Agent	Assignee requests that the objection be overruled.
199	Assignee	Motion for Authority to Sell Furniture, Fixtures, and Equipment through Public Auctions and for Approval of Noticing Procedures	Assignee requests authority to sell assets at auction if necessary.

Document Index	Filing Party	Matter	Status
CASH COLLATERAL			
142	Assignee	Motion for Entry of an Order Pursuant to Fla. Stat.§727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief	Assignee requests that the Court establish a lien challenge deadline and grant the Agent a lien on certain recoveries.
143	Shirley and John Langston (Don Schutz)	Objection and Opposition to Assignee's Motion for Entry of an Order Pursuant to Fla. Stat.§727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief	Assignee requests that the objection be overruled.
166	Assignee	Response to Langston's Objection and Opposition to Assignee's Motion for Entry of an Order Pursuant to Fla. Stat.§727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief	Assignee requests that the objection be overruled.
184	Laserscopic, et al. (Ken Mather, Esq.)	Response in Limited Opposition to Soneet Kapila, as Assignee's Motion for Entry of an Order Pursuant to Fla. Stat.§727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief	Assignee requests that the objection be overruled.
201	Assignee	Reply to Laserscopic's Response in Limited Opposition to Soneet Kapila, as Assignee's Motion for Entry of an Order Pursuant to Fla. Stat.§727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief	Assignee requests that the objection be overruled.
203	Texas Capital Bank (Stephanie Lieb, Esq.)	Joinder of Texas Capital Bank, N.A. as Administrative Agent to the Lender Group, to Assignee's Reply to Laserscopic's Response in Limited Opposition to Soneet Kapila, as Assignee's Motion for Entry of an Order Pursuant to Fla. Stat.§727.109(15): (I) Authorizing the Use of Cash Collateral; (II) Providing Adequate Protection to Lenders; (III) Establishing a Lien Challenge Deadline; and (IV) Granting Related Relief	
202	Texas Capital Bank (Stephanie Lieb, Esq.)	Texas Capital Bank's Notice of Submission of Claims to Assignee	

Document Index	Filing Party	Matter	Status
CROSS NOTICED MATTERS			
MOTION TO COMPEL AND JOINDERS			
144	Shirley and John Langston (Don Schutz)	Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	The Movant and the Assignee request that the matters be continued to the next omnibus hearing scheduled for July 30, 2019.
196	Terry and Shirley Legg (Jonathan Gilbert, Esq.)	Notice of Joinder with Langston's Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	
204	Jared Headley (Cameron Kennedy, Esq.)	Notice of Joinder with Langston's Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	
205	Timothy and Marilyn Farley (Heather Barnes, Esq.)	Notice of Joinder with Langston's Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	
206	Cherish Collins (Heather Barnes, Esq.)	Notice of Joinder with Langston's Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	
	Kenneth Winkler (William Hahn, Esq.)	Notice of Joinder with Langston's Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	
179	Assignee	Assignee's Objection to Shirley and John Langston's Motion to Compel Assignee to Pursue or Assign all Claims Against Third Parties Relating to the Violation of Statutory Self-Insurance Requirements to Medical Malpractice Plaintiffs	
MOTIONS TO DETERMINE COMPLIANCE WITH SELF-INSURANCE OBLIGATION			
44	Shirley and John Langston (Don Schutz)	Motion to Determine Assignors' Self-Insurance Compliance	The Movant and the Assignee request that the matter be continued to the next omnibus hearing scheduled for July 30, 2019.

Document Index	Filing Party	Matter	Status
53	Jared Wm. Headley (Cameron Kennedy, Esq.)	Motion to Determine Assignors' Self-Insurance Compliance	The Assignee requests that the matter be continued to the next omnibus hearing scheduled for July 30, 2019, along with Index No. 44.
80	Jonna Lemieux (Scott Miller, Esq.)	Joinder in Claimant Headley's Motion to Determine Assignors' Self-Insurance Compliance	
137	Jonna Lemieux (Scott Miller, Esq.)	Amended Joinder in Claimant Headley's Motion to Determine Assignors' Self-Insurance Compliance	
47	Terry and Sherry Legg (Jonathan Gilbert)	Motion to Determine Assignors' Self-Insurance Compliance	The Assignee requests that the matter be continued to the next omnibus hearing scheduled for July 30, 2019, along with Index No. 44.
89	Assignee	Assignee's Omnibus Response to Motions to Determine Assignor's Self-Insurance Compliance	The Assignee requests that the matter be continued to the next omnibus hearing scheduled for July 30, 2019, along with Index No. 44.
MOTION FOR RELIEF FROM STAY			
132	Jonna Lemieux (Scott Miller, Esq.)	Motion for Relief from Stay filed by Jonna Lemieux	Assignee requests that the Court enter an order consistent with his Response, which is Index No. 159.
159	Assignee	Assignee's Response to Jonna Lemieux's Motion for Relief from Stay	Assignee requests that the Court enter an order consistent with his Response, which is Index No. 159.
160	Shirley and John Langston (Don Schutz)	Shirley and John Langston's Objection and Opposition to Entry of Any Orders Granting "Stay Relief" as to Court Cases Pending on Date of Assignments, Including Jonna Lemieux's Motion for Relief from Stay	Assignee requests that the Court enter an order consistent with his Response, which is Index No. 159.
	Kenneth Winkler (William Hahn, Esq.)	Joinder in Opposition to Entry of any Order Granting "Stay Relief" as the Court Case is Pending on Date of Assignments, Including Jonna Lemieux's Motion for Relief from Stay	Assignee requests that the Court enter an order consistent with his Response, which is Index No. 159.