

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

In re:

Laser Spine Institute, LLC	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 Surgery 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, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,

Consolidated Case No:
Case No: 2019-CA-2762

To:

Division: L

Soneet Kapila,

Assignee,

NOTICE OF FILING PROOFS OF CLAIM OF INDEPENDENT ORTHOPEDICS, P.A.

PLEASE TAKE NOTICE that Independent Orthopedics, P.A., by and through undersigned counsel, and pursuant to §727.112, Florida Statutes, hereby files (with supporting documents) and gives notice of his Proofs of Claim against Assignor, LSI Management Company, LLC (2019-CA-2766), by delivering the Proofs of Claim, attached hereto as Exhibits A and B, upon the Assignee, Soneet Kapila and Edward J. Peterson, Esquire of Stichter, Riedel, Blain & Postler, P.A.

DATED this 11th day of July, 2019.

/s/ V. Stephen Cohen

V. Stephen Cohen

Florida Bar No. 0948756

Email: scohen@bajocuva.com

BAJO | CUVA | COHEN | TURKEL

100 North Tampa Street, Suite 1900

Tampa, FL 33602

Tel: (813) 443-2199

Fax: (813) 443-2193

Counsel for Independent Orthopedics, P.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 11, 2019, a true and correct copy of the foregoing was electronically filed and provided to all counsel of record by electronic notification via the Florida Courts E-Filing Portal and/or by Federal Express overnight mail to:

Soneet Kapila, Assignee
1000 South Federal Highway, Suite 200
Fort Lauderdale, FL 33316

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

/s/ V. Stephen Cohen

Attorney

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
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Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,

Consolidated Case No:
Case No: 2019-CA-2762

To:

Division: L

Soneet Kapila,

Assignee,

EXHIBIT A

TO

**NOTICE OF FILING PROOF OF CLAIM
OF INDEPENDENT ORTHOPEDICS, P.A.**

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
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In re:

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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.
To:	2019-CA-2762
Soneet Kapila,	Division L
Assignee	

PROOF OF CLAIM

TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316

ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602

1. PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:
LSI Management Company, LLC
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. CREDITOR NAME (Your name): Independent Orthopedics, PA
ADDRESS: 3225 South MacDill Ave. STE. 129-348
ADDRESS:
CITY, STATE, ZIP: TAMPA, FL 33629
TELEPHONE NUMBER: 954-494-7995
E-MAIL ADDRESS: spinedoc@me.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: ☒

3. BASIS FOR CLAIM:

<input type="checkbox"/> Goods Sold	<input type="checkbox"/> Wages, Salaries and Compensations	<input type="checkbox"/> Secured Creditor
<input checked="" type="checkbox"/> Services Performed	<input type="checkbox"/> Taxes	
<input type="checkbox"/> Money Loaned	<input type="checkbox"/> Customer Deposit	
<input type="checkbox"/> Shareholder	<input type="checkbox"/> Other:	

4. DATE DEBT WAS INCURRED:

Feb. 28, 2019

5. AMOUNT OF CLAIM:

\$41,666.67/yr

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

NO

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. SIGNATURE: Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED:

7/2/19

BY:

[Signature]
Signature of Claimant or Representative

MICHAEL C. WEISS, DO.
Print Name and Title Here

For Assignee's Use Only:
Claim Number: _____
Date: _____

**AMENDMENT TO THE INDEPENDENT CONTRACTOR PROFESSIONAL
SERVICES AGREEMENT**

This Amendment to the Independent Contractor Professional Services Agreement is entered into as of the Effective Date (as defined herein), between **Independent Orthopedics, P.A.**, a Professional Association ("Independent Contractor"), and **LSI Management Company, LLC**, a Florida limited liability company ("LSI") (collectively the "Parties").

WITNESSETH

WHEREAS, Independent Contractor and LSI entered into an Independent Contractor Professional Services Agreement (the "Agreement") on or about January 1, 2015, and

WHEREAS, this Amendment to the Independent Contractor Professional Services Agreement ("Amendment") is for the purpose of modifying certain provisions of the Agreement.

NOW, THEREFORE, the Parties hereby agree to the following:

TERMS

1. Pursuant to Section 14(f) of the Agreement, the Parties mutually agree to this Amendment and incorporate same into the Agreement.
2. This Amendment will be effective as of January 1, 2019 (the "Effective Date") and shall continue until terminated as provided in the Agreement.
3. Section 8 is amended to increase annual payment by Two Hundred Thousand Dollars (\$200,000). LSI will make monthly payments to Independent Contractor in the amount of Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67), totaling Five Hundred Thousand Dollars (\$500,000) annually.
4. Except to the extent of the foregoing revisions, the Agreement is otherwise unaltered and is in full force and effect. No other change to the Agreement is made or implied by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Independent Contractor Agreement as of the dates set forth below.

For Independent Contractor
Independent Orthopedics, P.A.

Signature: _____
Michael Weiss, D.O.

For LSI
LSI Management Company, LLC

Signature: _____
Frederic F. Brace, Chief Executive Officer

Date: Jan 10, 2019

Date: _____

INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

This Independent Contractor Professional Services Agreement (the "Agreement") is entered into as of the Effective Date (as defined herein) by and between LSI Management Company, LLC, a Florida limited liability company ("LSI") and Independent Orthopedics, P.A., a Professional Association ("Independent Contractor") (collectively, the "Parties" or individually, a "Party").

RECITALS

WHEREAS, LSI manages various healthcare facilities providing surgical, medical, and healthcare services to the general public;

WHEREAS, LSI requires surgical management services to provide the medical leadership necessary to support the growth, development, and operation of high quality, cost-effective, surgical services;

WHEREAS, LSI desires to engage Independent Contractor to provide administrative and management services to LSI's surgical facilities

NOW, THEREFORE, in consideration of the engagement of Independent Contractor by LSI and the mutual promises, covenants, and obligations set out in this Agreement, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated. The foregoing recitals are incorporated as if they were set out in the body of this Agreement.

2. Term. Unless earlier terminated as set forth herein, the term of this Agreement shall be for a period of one (1) year, effective January 1, 2015 (the "Effective Date"). After the initial one (1) year period, this Agreement shall be annually renewable for one (1) year periods, unless terminated by either party pursuant to Paragraph 8 of this Agreement.

3. Designation of Physician. Subject to the terms of this Agreement, Independent Contractor agrees to designate Michael Weiss, D.O. ("Physician") to provide the administrative and management services described herein. Independent Contractor may not designate any other individual to perform the services described herein without the prior express written consent of LSI. For purposes of this Agreement, the term "Independent Contractor" applies to both Independent Contractor and Physician.

4. Best Efforts of Independent Contractor. Independent Contractor, using its own business organization, which must be an active Florida entity registered with the Florida Secretary of State, agrees to perform all Contracted Services using Independent Contractor's best efforts, skills, training and knowledge and to devote such time and resources as may be reasonably necessary for the purpose of completing the Contracted Services. Independent Contractor, at all times during the existence of this Independent Contractor Agreement, must also maintain and provide to Company a valid tax identification number.

5. Independent Contractor Controls Schedule. Independent Contractor has no obligation to work any particular hours or any particular number of hours or amount of time, other than that Independent Contractor shall provide results satisfactory to LSI.

6. Quality of Results. Independent Contractor, being trained, experienced, and knowledgeable in its field of work, represents, warrants, and agrees that it will perform the Contracted Services in a quality and timely manner (a) in accordance with all applicable federal, state and local governmental regulations, laws and codes; (b) in accordance with applicable industry standards; and (c) to the satisfaction LSI. Although Independent Contractor is fully responsible for the selection and implementation of the manner and means of performing the Contracted Services, Independent Contractor agrees that the quality and the result of the Contracted Services shall be acceptable to LSI.

7. Contracted Services. Independent Contractor agrees to provide the following services pursuant to this Agreement:

- a) Serve as the Chair of Surgical Advisory Committee, or its equivalent.
- b) Assist in the development, implementation, and scheduled revisions of LSI clinical policies,

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement is entered into as of the Effective Date (as defined herein) between **Michael Weiss, D.O.** ("Physician") and **Medical Care Management Services, LLC**, a Delaware limited liability company ("LSI") (collectively the "Parties").

WITNESSETH

WHEREAS, Physician and Laser Spine Institute, LLC, predecessor in interest to LSI, entered into a Professional Services Agreement dated August 28, 2008, as amended August 29, 2011, as amended January 18, 2014 incorporated herein (collectively the "Agreement"); and

WHEREAS, this Amendment to the Professional Services Agreement ("Amendment") is for the purpose of modifying certain provisions of the Agreement;

NOW, THEREFORE, the Parties hereby agree to the following amendments to the Agreement:

1. Pursuant to Paragraph 18.9 of the Agreement, the Parties mutually agree to this Amendment and incorporate same into the Agreement.

2. The Effective Date of the Amendment shall be the 1st day of January, 2015 ("Effective Date").

3. Schedule B of the Agreement is hereby amended as follows: Physician shall no longer receive Chairman Compensation in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

4. Except to the extent of the foregoing revision, the Agreement is otherwise unaltered and remains in full force and effect. No other change to the Agreement is made or implied by this Amendment. All other terms and conditions, as well as obligations enumerated in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT on the _____ day of _____, 2015.

Medical Care Management Services, LLC

Michael Weiss, D.O.

By: _____

William Horne

Chief Executive Officer

By: _____

Michael Weiss, D.O.

Date: _____

Date: _____

procedures and protocols.

- c) Work with public relations to provide an appropriate media response to care-related questions or events.
- d) Participate in committees having responsibility for patient care protocols, quality improvement, and evaluation of the performance of the facilities' clinical services.
- e) Serve as the Chair of Surgery, or its equivalent.
- f) Monitor advances in orthopedic surgical care and initiate changes as needed to promote the service and capabilities that meet the evolving standards of care for LSI to remain dynamic and progressive.
- g) Participate actively with LSI's legal representatives and risk management personnel concerning surgical care legal issues.
- h) Oversee surgical staffing and oversight of physician scheduling.
- i) Ensure the maintenance of all proper medical records for surgical care in accordance with all applicable legal, accreditation, and third party payor standards.
- j) Review and respond to patient complaints related to surgical services provided by facility physicians.
- k) Provide leadership to quality and process improvement activities relating to surgical services.
- l) Provide input into budgeting for capital expenditures and operating budgets for orthopedic surgical care.

8. Payment for Contracted Services. In consideration for the services provided by Independent Contractor pursuant to this Agreement, LSI will pay the monthly sum of Twenty-Five Thousand Dollars (\$25,000.00).

9. Termination of Agreement. Either Party may terminate this Agreement without cause upon ten (10) days' written notice to the other Party. This Agreement may also be terminated immediately at any time by the mutual written agreement of LSI and Independent Contractor.

10. Indemnification. Independent Contractor shall indemnify and hold harmless LSI and its employees, affiliates, owners, and agents from and against any and all manner of claims, demands, causes of action, civil and/or criminal liabilities and/or penalties, damages, costs, and expenses (including costs and reasonable attorneys' fees) arising from or incident to this Agreement and the performance of Independent Contractor's services hereunder, except for negligent or willful acts or omissions of LSI, its employees, and its agents.

11. Relationship of Parties. Independent Contractor is an independent contractor of LSI and under no circumstances shall be considered, construed or deemed to be an employee, agent or representative of LSI under any federal or state unemployment or workers' compensation laws, any tax law, or any other law with regard to the Contracted Services provide herein. Independent Contractor is free to engage in such other business activities as Independent Contractor may desire to pursue, including the provision of other related or competitive services, so long as such other business activities do not interfere or conflict with the performance of the services under this Agreement, or with the relationship between LSI and its patients or with any other parties. Independent Contractor agrees that Independent Contractor is solely responsible for payment of any federal, state, social security, or local income, self-employment or other taxes with respect to the Contracted Services provided hereunder. LSI will not withhold any taxes or prepare W-2 forms for Independent Contractor, but will provide a Form 1099, if required by law.

12. Taxes, Contributions, and Deductions. Independent Contractor will file Independent Contractor's own tax returns or statements as an independent contractor and will be solely responsible for any tax liability, whether state, local or federal. Independent Contractor will pay, for example, all payroll taxes, contributions for unemployment or worker's compensation insurance, and contributions for Social Security. The sums payable to Contractor under this Agreement have been established on the basis of the status of Contractor as an independent contractor responsible for payment of all taxes, contributions, or payments described above. Contractor agrees to reimburse Company for any and all such taxes, payments or contributions which Company may be required to pay by ruling, regulation, court decision or otherwise as a result of Independent Contractor's failure to comply with this Paragraph.

13. Ownership of Patient Files. LSI owns all patient files (regardless of who created or has possession of the patient files or materials in patient files), including but not limited to, all notes, diagnoses, prescriptions, observations, charts, medical records, history information, information relating to pre-existing conditions, patient questionnaires, patient intake information, etc. and Independent Contractor hereby acknowledges and agrees that Independent Contractor has no ownership or legal right to, or interest in, any information or materials provided by patients of LSI.

14. Miscellaneous.

a) Assignment and Transfer. Independent Contractor's rights and obligations under this Agreement shall not be transferable by assignment or otherwise without the advance written consent of LSI, and any purported assignment, transfer, or delegation without LSI's advance written consent shall be void. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of LSI's assets, any corporate successor to LSI, or any assignee thereof.

b) No Inconsistent Obligations. Independent Contractor is aware of no obligations, legal or otherwise, inconsistent with the terms of this Agreement.

c) Confidentiality. Independent Contractor agrees to comply with all confidentiality and privacy policies and procedures of LSI in effect now, or promulgated in the future, as well as all applicable federal and state laws related to the privacy and security of protected health information including patient records and information.

d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

e) Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them regarding the subject matter of this Agreement.

f) Amendment. This Agreement may be amended only by a writing signed by Independent Contractor and by a duly authorized representative of LSI.

g) Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

h) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to the fair meaning of the language and not strictly for or against LSI or Independent Contractor.

i) Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either Party (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

j) Non-waiver. No failure or neglect of either Party in any instance to exercise any right, power, or privilege hereunder or under law shall constitute a waiver of any other right, power, or privilege or of the same right, power, or privilege in any other instance. All waivers by either Party must be contained in a written instrument signed by the Party to be charged and, in the case of LSI, by an officer of LSI, or any other person duly authorized by LSI.

k) Remedy for Breach: Attorneys' Fees. The Parties agree that, in the event of a breach or a threatened breach of any covenants of Independent Contractor, the damage or imminent damage to the value and the goodwill of LSI's business shall be incalculable, and therefore, any remedy at law or in damages shall be inadequate. Accordingly, the Parties agree that LSI shall be entitled to injunctive relief against Independent Contractor in the event of any breach or threatened breach of any of such provisions by Independent Contractor, in addition to any other relief (including damages) available to LSI under this Agreement or under law. The prevailing Party in any action instituted pursuant to this Agreement may be entitled to recover from the other Party its reasonable attorneys' fees and other expenses incurred in such action.

l) Notices. Any notice to be provided or required to be provided by one party to the other shall be in writing, dated, and hand delivered or delivered by U.S. Mail, postage prepaid, as follows:

If to LSI:

Laser Spine Institute

Attn: Chief Executive Officer
3031 N. Rocky

If to Independent Contractor:

Independent Orthopedics, P.A.

Attn: Michael Weiss, D.O.
Point Drive, Suite

Tampa, FL 33607

and shall be deemed received three (3) days after mailing.

m) **Arbitration.** Any controversy, claim, or dispute arising out of or relating to this Agreement, either during the existence of the Independent Contractor relationship or afterwards, between the Parties, their assignees, their affiliates, their attorneys, or agents, shall be settled by arbitration in Hillsborough County, Florida. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association (but the arbitration shall be in front of an arbitrator appointed by JAMS, Inc. (JAMS), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each Party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s); and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such Party). The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages, consequential damages, lost profits, or speculative damages to either Party. The Parties shall keep confidential the existence of the claim, controversy, or disputes from third parties (other than the arbitrator), and the determination thereof, unless otherwise required by law or necessary for the business of LSI. The arbitrator(s) shall be required to follow applicable law. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES INAPPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

For Independent Contractor

Independent Orthopedics, P.A.

By: _____

Michael Weiss, D.O.

Date: _____

For LSI

LSI Management Company, LLC

By: _____

William Horne, Chief Executive Officer

Date: _____

For Physician

Michael Weiss, D.O.

By: _____

Michael Weiss, D.O.

Date: _____

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Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,

Consolidated Case No:
Case No: 2019-CA-2762

To:

Division: L

Soneet Kapila,

Assignee,

EXHIBIT B

TO

**NOTICE OF FILING PROOF OF CLAIM
OF INDEPENDENT ORTHOPEDICS, P.A.**

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
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Case No. 2019-CA-2780

Assignors,
To:

Consolidated Case No.
2019-CA-2762

Soneet Kapila,

Division L

Assignee

PROOF OF CLAIM

TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE
ASSIGNEE'S COUNSEL, NO LATER THAN:

JULY 12, 2019

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

SONEET KAPILA, ASSIGNEE
1000 SOUTH FEDERAL HIGHWAY, SUITE 200
FORT LAUDERDALE, FL 33316

ASSIGNEE'S COUNSEL IS:
EDWARD J. PETERSON, ESQUIRE
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 E. MADISON ST., SUITE 200
TAMPA, FL 33602

1. PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:
LSI Management Company LLC
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. CREDITOR NAME (Your name): Independent Orthopedics, PA
ADDRESS: 3225 South MacDill Ave. STE 129-348
ADDRESS:
CITY, STATE, ZIP: TAMPA, FL 33629
TELEPHONE NUMBER: 954 494-7995
E-MAIL ADDRESS: spinedoc@me.com

Please be sure to notify us if you have a change of address.

Check box if address on claim differs from address to which this notice was sent: ☐

3. BASIS FOR CLAIM:

☐ Goods Sold
☒ Services Performed
☐ Money Loaned
☐ Shareholder

☐ Wages, Salaries and Compensations
☐ Taxes
☐ Customer Deposit
☐ Other: _____

☐ Secured Creditor

4. DATE DEBT WAS INCURRED:

MARCH 15, 2019

5. AMOUNT OF CLAIM:

\$20,833.34

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):

NO

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. SIGNATURE: Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 7/2/19

BY: [Signature]

Signature of Claimant or Representative

MICHAEL C. WEISS, P.O.
Print Name and Title Here

For Assignee's Use Only:
Claim Number: _____
Date: _____

**AMENDMENT TO THE INDEPENDENT CONTRACTOR PROFESSIONAL
SERVICES AGREEMENT**

This Amendment to the Independent Contractor Professional Services Agreement is entered into as of the Effective Date (as defined herein), between **Independent Orthopedics, P.A.**, a Professional Association ("Independent Contractor"), and **LSI Management Company, LLC**, a Florida limited liability company ("LSI") (collectively the "Parties").

WITNESSETH

WHEREAS, Independent Contractor and LSI entered into an Independent Contractor Professional Services Agreement (the "Agreement") on or about January 1, 2015, and

WHEREAS, this Amendment to the Independent Contractor Professional Services Agreement ("Amendment") is for the purpose of modifying certain provisions of the Agreement.


NOW, THEREFORE, the Parties hereby agree to the following:

TERMS

1. Pursuant to Section 14(f) of the Agreement, the Parties mutually agree to this Amendment and incorporate same into the Agreement.
2. This Amendment will be effective as of January 1, 2019 (the "Effective Date") and shall continue until terminated as provided in the Agreement.
3. Section 8 is amended to increase annual payment by Two Hundred Thousand Dollars (\$200,000). LSI will make monthly payments to Independent Contractor in the amount of Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67), totaling Five Hundred Thousand Dollars (\$500,000) annually.
4. Except to the extent of the foregoing revisions, the Agreement is otherwise unaltered and is in full force and effect. No other change to the Agreement is made or implied by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Independent Contractor Agreement as of the dates set forth below.

For Independent Contractor
Independent Orthopedics, P.A.

Signature: 
Michael Weiss, D.O.

For LSI
LSI Management Company, LLC

Signature: _____
Frederic F. Brace, Chief Executive Officer

Date: **Jan 10, 2019**

Date: _____

INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

This Independent Contractor Professional Services Agreement (the "Agreement") is entered into as of the Effective Date (as defined herein) by and between LSI Management Company, LLC, a Florida limited liability company ("LSI") and Independent Orthopedics, P.A., a Professional Association ("Independent Contractor") (collectively, the "Parties" or individually, a "Party").

RECITALS

WHEREAS, LSI manages various healthcare facilities providing surgical, medical, and healthcare services to the general public;

WHEREAS, LSI requires surgical management services to provide the medical leadership necessary to support the growth, development, and operation of high quality, cost-effective, surgical services;

WHEREAS, LSI desires to engage Independent Contractor to provide administrative and management services to LSI's surgical facilities

NOW, THEREFORE, in consideration of the engagement of Independent Contractor by LSI and the mutual promises, covenants, and obligations set out in this Agreement, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated. The foregoing recitals are incorporated as if they were set out in the body of this Agreement.

2. Term. Unless earlier terminated as set forth herein, the term of this Agreement shall be for a period of one (1) year, effective January 1, 2015 (the "Effective Date"). After the initial one (1) year period, this Agreement shall be annually renewable for one (1) year periods, unless terminated by either party pursuant to Paragraph 8 of this Agreement.

3. Designation of Physician. Subject to the terms of this Agreement, Independent Contractor agrees to designate Michael Weiss, D.O. ("Physician") to provide the administrative and management services described herein. Independent Contractor may not designate any other individual to perform the services described herein without the prior express written consent of LSI. For purposes of this Agreement, the term "Independent Contractor" applies to both Independent Contractor and Physician.

4. Best Efforts of Independent Contractor. Independent Contractor, using its own business organization, which must be an active Florida entity registered with the Florida Secretary of State, agrees to perform all Contracted Services using Independent Contractor's best efforts, skills, training and knowledge and to devote such time and resources as may be reasonably necessary for the purpose of completing the Contracted Services. Independent Contractor, at all times during the existence of this Independent Contractor Agreement, must also maintain and provide to Company a valid tax identification number.

5. Independent Contractor Controls Schedule. Independent Contractor has no obligation to work any particular hours or any particular number of hours or amount of time, other than that Independent Contractor shall provide results satisfactory to LSI.

6. Quality of Results. Independent Contractor, being trained, experienced, and knowledgeable in its field of work, represents, warrants, and agrees that it will perform the Contracted Services in a quality and timely manner (a) in accordance with all applicable federal, state and local governmental regulations, laws and codes; (b) in accordance with applicable industry standards; and (c) to the satisfaction LSI. Although Independent Contractor is fully responsible for the selection and implementation of the manner and means of performing the Contracted Services, Independent Contractor agrees that the quality and the result of the Contracted Services shall be acceptable to LSI.

7. Contracted Services. Independent Contractor agrees to provide the following services pursuant to this Agreement:

- a) Serve as the Chair of Surgical Advisory Committee, or its equivalent.
- b) Assist in the development, implementation, and scheduled revisions of LSI clinical policies,

procedures and protocols.

- e) Work with public relations to provide an appropriate media response to care-related questions or events.
- d) Participate in committees having responsibility for patient care protocols, quality improvement, and evaluation of the performance of the facilities' clinical services.
- c) Serve as the Chair of Surgery, or its equivalent.
- f) Monitor advances in orthopedic surgical care and initiate changes as needed to promote the service and capabilities that meet the evolving standards of care for LSI to remain dynamic and progressive.
- g) Participate actively with LSI's legal representatives and risk management personnel concerning surgical care legal issues.
- h) Oversee surgical staffing and oversight of physician scheduling.
- i) Ensure the maintenance of all proper medical records for surgical care in accordance with all applicable legal, accreditation, and third party payor standards.
- j) Review and respond to patient complaints related to surgical services provided by facility physicians.
- k) Provide leadership to quality and process improvement activities relating to surgical services.
- l) Provide input into budgeting for capital expenditures and operating budgets for orthopedic surgical care.

8. Payment for Contracted Services. In consideration for the services provided by Independent Contractor pursuant to this Agreement, LSI will pay the monthly sum of Twenty-Five Thousand Dollars (\$25,000.00).

9. Termination of Agreement. Either Party may terminate this Agreement without cause upon ten (10) days' written notice to the other Party. This Agreement may also be terminated immediately at any time by the mutual written agreement of LSI and Independent Contractor.

10. Indemnification. Independent Contractor shall indemnify and hold harmless LSI and its employees, affiliates, owners, and agents from and against any and all manner of claims, demands, causes of action, civil and/or criminal liabilities and/or penalties, damages, costs, and expenses (including costs and reasonable attorneys' fees) arising from or incident to this Agreement and the performance of Independent Contractor's services hereunder, except for negligent or willful acts or omissions of LSI, its employees, and its agents.

11. Relationship of Parties. Independent Contractor is an independent contractor of LSI and under no circumstances shall be considered, construed or deemed to be an employee, agent or representative of LSI under any federal or state unemployment or workers' compensation laws, any tax law, or any other law with regard to the Contracted Services provide herein. Independent Contractor is free to engage in such other business activities as Independent Contractor may desire to pursue, including the provision of other related or competitive services, so long as such other business activities do not interfere or conflict with the performance of the services under this Agreement, or with the relationship between LSI and its patients or with any other parties. Independent Contractor agrees that Independent Contractor is solely responsible for payment of any federal, state, social security, or local income, self-employment or other taxes with respect to the Contracted Services provided hereunder. LSI will not withhold any taxes or prepare W-2 forms for Independent Contractor, but will provide a Form 1099, if required by law.

12. Taxes, Contributions, and Deductions. Independent Contractor will file Independent Contractor's own tax returns or statements as an independent contractor and will be solely responsible for any tax liability, whether state, local or federal. Independent Contractor will pay, for example, all payroll taxes, contributions for unemployment or worker's compensation insurance, and contributions for Social Security. The sums payable to Contractor under this Agreement have been established on the basis of the status of Contractor as an independent contractor responsible for payment of all taxes, contributions, or payments described above. Contractor agrees to reimburse Company for any and all such taxes, payments or contributions which Company may be required to pay by ruling, regulation, court decision or otherwise as a result of Independent Contractor's failure to comply with this Paragraph.

13. Ownership of Patient Files. LSI owns all patient files (regardless of who created or has possession of the patient files or materials in patient files), including but not limited to, all notes, diagnoses, prescriptions, observations, charts, medical records, history information, information relating to pre-existing conditions, patient questionnaires, patient intake information, etc. and Independent Contractor hereby acknowledges and agrees that Independent Contractor has no ownership or legal right to, or interest in, any information or materials provided by patients of LSI.

14. Miscellaneous.

a) Assignment and Transfer. Independent Contractor's rights and obligations under this Agreement shall not be transferable by assignment or otherwise without the advance written consent of LSI, and any purported assignment, transfer, or delegation without LSI's advance written consent shall be void. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of LSI's assets, any corporate successor to LSI, or any assignee thereof.

b) No Inconsistent Obligations. Independent Contractor is aware of no obligations, legal or otherwise, inconsistent with the terms of this Agreement.

c) Confidentiality. Independent Contractor agrees to comply with all confidentiality and privacy policies and procedures of LSI in effect now, or promulgated in the future, as well as all applicable federal and state laws related to the privacy and security of protected health information including patient records and information.

d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

e) Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them regarding the subject matter of this Agreement.

f) Amendment. This Agreement may be amended only by a writing signed by Independent Contractor and by a duly authorized representative of LSI.

g) Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

h) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to the fair meaning of the language and not strictly for or against LSI or Independent Contractor.

i) Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either Party (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

j) Non-waiver. No failure or neglect of either Party in any instance to exercise any right, power, or privilege hereunder or under law shall constitute a waiver of any other right, power, or privilege or of the same right, power, or privilege in any other instance. All waivers by either Party must be contained in a written instrument signed by the Party to be charged and, in the case of LSI, by an officer of LSI, or any other person duly authorized by LSI.

k) Remedy for Breach: Attorneys' Fees. The Parties agree that, in the event of a breach or a threatened breach of any covenants of Independent Contractor, the damage or imminent damage to the value and the goodwill of LSI's business shall be incalculable, and therefore, any remedy at law or in damages shall be inadequate. Accordingly, the Parties agree that LSI shall be entitled to injunctive relief against Independent Contractor in the event of any breach or threatened breach of any of such provisions by Independent Contractor, in addition to any other relief (including damages) available to LSI under this Agreement or under law. The prevailing Party in any action instituted pursuant to this Agreement may be entitled to recover from the other Party its reasonable attorneys' fees and other expenses incurred in such action.

l) Notices. Any notice to be provided or required to be provided by one party to the other shall be in writing, dated, and hand delivered or delivered by U.S. Mail, postage prepaid, as follows:

If to LSI:

Laser Spine Institute

Attn: Chief Executive Officer

3031

N.

Rocky

If to Independent Contractor:

Independent Orthopedics, P.A.

Attn: Michael Weiss, D.O.

Point

Drive,

Suite

Tampa, FL 33607

and shall be deemed received three (3) days after mailing.

m) **Arbitration.** Any controversy, claim, or dispute arising out of or relating to this Agreement, either during the existence of the Independent Contractor relationship or afterwards, between the Parties, their assignees, their affiliates, their attorneys, or agents, shall be settled by arbitration in Hillsborough County, Florida. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association (but the arbitration shall be in front of an arbitrator appointed by JAMS, Inc. (JAMS), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each Party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s); and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such Party). The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages, consequential damages, lost profits, or speculative damages to either Party. The Parties shall keep confidential the existence of the claim, controversy, or disputes from third parties (other than the arbitrator), and the determination thereof, unless otherwise required by law or necessary for the business of LSI. The arbitrator(s) shall be required to follow applicable law. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES INAPPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

For Independent Contractor

Independent Orthopedics, P.A.

By: _____

Michael Weiss, D.O.

Date: _____

For Physician

Michael Weiss, D.O.

By: _____

Michael Weiss, D.O.

Date: _____

For LSI

LSI Management Company, LLC

By: _____

William Horne, Chief Executive Officer

Date: _____