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**REPLY TO TAMPA**

August 12, 2019

Honorable Scott Stephens  
Edgecomb Courthouse  
800 E. Twiggs St., Room 503  
Tampa, FL 33602

Re: Laser Spine Institute, LLC, Consolidated Case No. 2019-CA-2762

Dear Judge Stephens:

Our firm represents Soneet Kapila, the Assignee in the assignment for the benefit of creditors cases of Laser Spine Institute, LLC and 15 related entities, now consolidated under the above-referenced case. Enclosed for your consideration is a proposed Order Granting In Part and Denying, Without Prejudice, In Part Motions to Determine Assignor's Self-Insurance Compliance.

The undersigned has obtained agreement to submit the proposed order from attorneys for all of the parties who filed substantially identical motions or joinders: (i) Shirley and John Langston; (ii) Jared William Headley; (iii) Terry and Sherry Legg; and (iv) Jonna Lemieux. Thus, all parties who filed a motion, joinder, or response raising the identical issue has agreed to submission of the proposed order. Accordingly, I submit that it is appropriate for you to sign the proposed order. Should Your Honor have any questions or require anything further, please do not hesitate to contact us.

Respectfully,



Matthew B. Hale

Enclosures

cc: All Counsel of Record via electronic filing

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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.

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**ORDER GRANTING IN PART AND DENYING,  
WITHOUT PREJUDICE, IN PART MOTIONS TO  
DETERMINE ASSIGNOR'S SELF-INSURANCE COMPLIANCE**

THIS CASE came on for continued hearing on July 30, 2019 at 3:00 p.m. upon Motions to Determine Self-Insurance Compliance filed by (i) Shirley and John Langston; (ii) Jared William

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<sup>1</sup> 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.

Headley; (iii) Terry and Sherry Legg; and (iv) the joinder filed by Jonna Lemieux (Doc. Index No. 80) (collectively, the “**Motions**”)<sup>2</sup>. Prior to the hearing, the Assignee filed his Omnibus Response to Motions to Determine Assignor’s Self Insurance Compliance (the “**Response**”) (Doc. Index No. 89).

The Motions seek (i) to determine whether the Assignors established any letters of credit or escrow accounts in connection with any self-insurance programs, and (ii) to the extent that such assets exist, to require the Assignee to identify and segregate any such assets from the assets of the Assignee’s estates. The Response states that after the commencement of the assignment cases, the Assignee has not conducted any business. The Response further states that the Assignee has reviewed the Assignor’s books and records and met with employees and not identified that any letters of credit or escrow accounts were ever established in connection with any self-insurance programs. The Court, having considered the Motions and the Response, and being fully advised of the record, finds that the Motion should be denied as set forth in this Order. Accordingly, it is

ORDERED:

1. The Motion is granted, in part, to the extent of requiring the Assignee to review the Assignor’s books and records and determine whether any letters of credit or escrow accounts were ever established in connection with any self-insurance programs. The Assignee has completed that review and Assignee’s report that, to date, Assignee has found no evidence that any letters of credit or escrow accounts were ever established in connection with any self-insurance programs is hereby accepted by the Court.

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

2. In the event the Assignee identifies any letters of credit or escrow accounts established in connection with any self-insurance programs, the Assignee shall file a notice with the Court, a copy of which shall be served on the parties filing the Motions.

3. After the filing of any such notice, any of the parties filing the Motions may renew their request for any relief set forth in the Motion.

4. Except as stated herein, the Motion is otherwise denied without prejudice.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_\_ day of July, 2019.

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Steven Scott Stephens  
Circuit Court Judge

Copy to: Counsel of record