

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 PILLSBURY
WINTHROP SHAW PITTMAN LLP AS SPECIAL LITIGATION
COUNSEL AND TO PAY FEES ON A CONTINGENCY FEE BASIS**

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 the law firm of Pillsbury Winthrop Shaw Pittman LLP (“**Pillsbury**”) in the Assignment Cases for the purposes of evaluating and pursuing certain claims (the “**Claims**”). 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 Section 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.

3. The Assignee seeks authority to employ Pillsbury as his special counsel for the purposes of investigating and pursuing the potential Claims (the “**Services**”) on a contingency fee

basis on the terms set forth in the Engagement Letter attached as **Exhibit A** and by reference incorporated herein.

Relief Requested

4. One of the Assignee's duties is "to the extent necessary, employ at the expense of the estate one or more . . . attorneys . . . to assist the assignee in carrying out his or her duties under this chapter." Fla. Stat. § 727.108(7).

5. The Assignee has selected Pillsbury because it has considerable familiarity with the underlying facts and circumstances related to the Services, because it has experience in commercial litigation, and because it has indicated a willingness to undertake an investigation at its expense and to pursue any action, if authorized to do so by the Assignee, on a contingency basis. In addition, Pillsbury represents one of the largest potential creditor groups in the Assignment Cases (the "Bailey Group"),² and the interests of that client group coincide with the interests of the Assignee in maximizing the assets that will be available for distribution to creditors. The Bailey Group has signed Exhibit A to signify its consent to this representation, which will be entirely under the control of the Assignee. The Assignee will continue to be represented by his general counsel, Stichter, Riedel, Blain & Postler, P.A., which can independently advise him on all other matters and as to any matters related to this representation that might conceivably involve competing interests. For the foregoing reasons, the Assignee believes that Pillsbury is well qualified to represent him in these proceedings.

6. Pillsbury will be paid on a contingency fee basis under the following terms:

- a. If the matter resolves before suit, Pillsbury will receive 20% of the net amounts collected.

² The claims of the Bailey Group derive from litigation filed in this Court styled as *Joe Samuel Bailey, et al. v. James St. Louis, et al.*, Case No. 06-CA-8498, Div L.

- b. If the matter resolves after suit, Pillsbury will receive 25% of the net amounts collected.
- c. If the matter resolves after an answer is filed, but before trial commences, Pillsbury will receive 30% of the net amounts collected.
- d. If the matter resolves after a trial commences, Pillsbury will receive 33 1/3% of the net amounts collected.
- e. After a judgment is obtained and in any appeals of such judgment(s), Pillsbury will receive 35% of the net amounts collected.
- f. If no recovery is made, the estates will not be indebted to Pillsbury for attorneys' fees.

7. As noted above, Pillsbury represents no interest adverse to the Assignee or to the estates in the specific matters upon which it is to be engaged by the Assignee, and its employment would be to the best interest of the assignment estates.

WHEREFORE, the Assignee respectfully requests that he be authorized to employ and appoint Pillsbury Winthrop Shaw Pittman LLP to represent him in the Assignment Cases under Fla. Stat. § 727.108(7) pursuant to the terms of the Engagement Letter, and that the Court order such other and further relief as is just and proper.

/s/ Harley E. Riedel

Harley E. Riedel (FBN 183628)
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 3rd day of December, 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.

/s/ Harley E. Riedel

Harley E. Riedel

MASTER LIMITED NOTICE SERVICE LIST

July 16, 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

Soneet Kapila
c/o Genovese Joblove & Battista, P.A.
Attn: Greg Garno, Esq. and Paul Battista, Esq.
100 Southeast Second Street, Suite 4400
Miami, Florida 33131
Email: pbattista@gjb-law.com, ggarno@gjb-law.com

Soneet Kapila
c/o Roche, McLean & Sbar, P.A.
Attn: Robert Roche, Jonathan Sbar, Andrea Holder
2309 S. MacDill Avenue
Tampa, FL 33629
Email: roche@rmslegal.com, aholder@rmslegal.com, jsbar@rmslegal.com

Secured Creditors:

CarePayment, LLC (MAIL RETURNED)
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 (MAIL RETURNED)
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@employeeerights.com
mnadeau@employeeerights.com
Jackie@employeeerights.com

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

DBF-LSI, LLC
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

Weiss Family Management, LLLP
c/o V. Stephen Cohen, Esq.
100 North Tampa Street, Suite 1900
Tampa, FL 33602
Primary: scohen@bajocuva.com; lheckman@bajocuva.com

Michael C. Weiss, D.O. (**via USPS mail**)
Independent Orthopedics, P.A.,
3225 South Macdill Avenue
STE 129-348
Tampa, FL 33629
Cell: (954) 494-7995
Cell: (954) 328-9441
Email: spinedoc@me.com; partyplans2@aol.com

Robert P. Grammen
William P. Esping
James S. St. Louis, D.O.
Michael W. Perry
M.D., MMPerry Holdings, LLC
EFO Holdings, L.P.,
EFO Genpar, Inc.
EFO Laser Spine Institute, Ltd.
BERGER SINGERMAN LLP
350 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301
Email: drt@bergersingerman.com; jwertman@bergersingerman.com;
guso@bergersingerman.com; fsellers@bergersingerman.com

Cystal and Leonard Tinelli
c/o Donald J. Schutz, Esq.
535 Central Avenue
St. Petersburg, Florida 33701
Email: donschutz@netscape.net; don@lawus.com

Dr. James St. Louis
c/o Herbert Donica, Esq.
Donica Law Firm, P.A.
307 South Boulevard, Suite D
Tampa, FL 33606
Email: herb@donicalaw.com

Jonathan Lewis
c/o Peter A. Siddiqui, Esq.
Katten Muchin Rosenman
525 West Monroe Street
Chicago, IL 60661-3693
Email: peter.siddiqui@kattenlaw.com

EXHIBIT A



Pillsbury Winthrop Shaw Pittman LLP
600 Brickell Avenue, Suite 3100 | Miami, FL 33131 | tel 786.913.4900 | fax 786.913.4901

Jennifer Altman
tel: 786.913.4880
jennifer.altman@pillsburylaw.com

November 25, 2019
Personal and Confidential

Via Email (epeterson@srbp.com)
Via Email (hriedel@srbp.com)
Via Email (skapila@kapilamukamal.com)

Soneet Kapila
Assignee, Laser Spine Institute

RE: *Laser Spine Institute LLC*

Dear Mr. Kapila:

This letter confirms that you, acting as Assignee pursuant to Florida Statutes, Chapter 727, of Laser Spine Institute, LLC and its affiliated entities¹ (collectively "LSI") have engaged Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") as special litigation counsel to represent you in connection with evaluating and pursuing, as more fully outlined herein, certain professional negligence claims against Holland & Knight and any individual attorneys that provided services in connection with the Bailey Litigation (as hereafter defined) on behalf of LSI (the "Malpractice Claims")

Background. As Assignee, you assert ownership of all assets of LSI, including causes of action, and you also assert that you have the exclusive statutory right and authority to pursue certain legal professional negligence claims associated with the handling of *Joe Samuel Bailey, et. al. v. James St. Louis, et. al.* (case No. 06-CA -

¹ 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, all currently subject to judicial proceedings in Hillsborough County Circuit Court under consolidated case number 2019-CA-2762 (the "Assignment Cases").

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008498 Div. L) (the "Bailey Litigation"), including any appeals relating thereto against Holland & Knight and any individual attorneys working for the firm that were associated with the matter.

Pillsbury represents Joe Samuel Bailey; Laserscopic Spinal Centers of America, Inc.; Laserscopic Medical Clinic, LLC; Laserscopic Surgery Center of Florida, LLC; Laserscopic Diagnostic Imaging and Physical Therapy, LLC; Laserscopic Spinal Center of Florida, LLC; Laserscopic Spine Centers of America, Inc.; and, Spine Surgery International, LLC (collectively, the "Laserscopic Plaintiffs").

Agreement by the Laserscopic Plaintiffs. The Laserscopic Plaintiffs have executed this Letter Agreement to reflect their assent to the terms set forth herein and to waive any conflicts of interest that may theoretically exist.

Scope of Engagement and Fees. There will be two phases of the engagement.

During Phase I, Pillsbury shall conduct an initial investigation to determine, to the extent possible, whether the Malpractice Claims have merit, whether the facts and the law warrant the initiation of litigation, and whether Pillsbury is willing to undertake such litigation on your behalf on the financial terms set forth below. During Phase I, Pillsbury will from time to time, as requested by you, provide an update as to the progress of its investigation.

As soon as practicable after the execution of this letter, Pillsbury will draft a letter for you, as the successor to LSI and its attorney-client privilege, to Holland & Knight requesting that it turn over its files to you for our review and the review of your other counsel and professionals. Although it is recognized that Holland & Knight may use otherwise privileged information in its defense of any malpractice action that may be filed, Pillsbury will otherwise maintain the confidentiality of such files as to outside third parties absent waiver and approval by you.

During Phase I, Pillsbury may, if it is so advised, negotiate a tolling or similar agreement on your behalf with Holland & Knight. After its investigation concludes, Pillsbury will provide guidance regarding whether such claims exist and make recommendations to you regarding the same. If, after such investigation, Pillsbury declines to pursue the Malpractice Litigation, it will work reasonably with other potential counsel you select to apprise such counsel of the results of its investigation and to transition the files to such counsel. Pillsbury will at that time turn over to you or such counsel such summaries or other analyses as it may, in its discretion, prepare.

Phase II shall be any litigation or pre-litigation settlement discussions or mediation if Pillsbury is willing to pursue the Malpractice Litigation and if you authorize the commencement of such litigation or the initiation of pre-litigation settlement discussions or mediation.

For its professional services in connection with Phase I and Phase II, you agree that Pillsbury will be paid as follows:

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- 1) An amount equal to twenty percent (20%) of any net amounts collected or recovered from the Malpractice Claims through mediation or settlement, but prior to a lawsuit being filed;
- 2) An amount equal to twenty-five percent (25%) of any net amounts collected or recovered from the Malpractice Claims after the lawsuit is filed;
- 3) An amount equal to thirty percent (30%) of any net amounts collected or recovered from the Malpractice Claims after an answer is filed but before trial commences;
- 3) An amount equal to thirty-three and one-third percent (33 1/3%) of any net amounts collected or recovered from the Malpractice Claims after a trial commences; and
- 4) An amount equal to thirty-five percent (35%) of any net amounts collected or recovered from the Malpractice Claims after a judgment is obtained and in any appeals of such judgment(s).

The contingency fee will be calculated on the actual dollars recovered after deduction of the costs of pursuing the litigation and collection efforts. No fee shall be payable unless there is an affirmative recovery from the litigation.

Pillsbury's billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

Costs. You are responsible for the reasonable costs of the litigation efforts described in this letter, and we understand that you may consider obtaining a litigation cost facility from the secured lenders solely for purposes of maintaining the cause of action. Should such efforts prove unsuccessful in whole or in part, we will advance such costs. In either event, the recoveries from the litigation will be first used to pay for or reimburse the costs.

Settlement Authority. The Malpractice Claims are property of the Assignment Estates over which you have settlement authority. For the absence of doubt, by execution of this Agreement, the Laserscopic Plaintiffs have agreed that you will have sole settlement authority, subject to judicial approval, with respect to the resolution of all claims and will be empowered to completely release all such claims as part of a global settlement subject to court approval. The Laserscopic Plaintiffs reserve all rights to object to and oppose any settlement that they do not approve, and Pillsbury and Gunster will take no role in such dispute on either side.

Allocation of Litigation Recoveries. To the extent their claims are allowed, the Laserscopic Plaintiffs shall have the right to their pro rata share of any distribution from any recovery related to these claims as provided by Florida Statutes, Chapter 727.

JSB

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Identity of the Client. Unless agreed otherwise in writing, you, in your capacity as Assignee of LSI will be our sole client in this engagement other than as described herein. The Assignee agrees that the representation by Pillsbury set forth herein shall not act as a bar or a prohibition against Pillsbury representing either the Laserscopic Plaintiffs or the Assignee in any claims against or disputes with Texas Capital Bank or any of the banks which participated in any loan transactions made with an Assignor.

Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.

Advance Conflicts Waiver. Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or compete with one another. Our website, www.pillsburylaw.com, describes the types of clients we represent, the locations where we practice, and the matters we typically handle.

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have specific agreement from you in advance that we may do so.

Your signature on this letter confirms that you understand and agree that we may take on such unrelated matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. By signing below, you also acknowledge that the law firms represent the Laserscopic Plaintiffs and will be representing them in connection with their efforts to collect on any judgment that they receive. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and that we recommended that you do so.

Termination or Withdrawal. Except for the transitional services described above, this engagement will terminate at the end of Phase I if Pillsbury declines to pursue the Malpractice Litigation.

You may also terminate this representation at any time, with or without cause, by providing written notice to us. In the event of such termination during Phase I, you agree to pay for our time and expenses incurred on your behalf for copying and transferring files to other legal counsel. In the event of termination during Phase II,

JSB

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you agree to pay an equitable portion of the contingency fee as determined by the Circuit Court.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges shall be resolved by the judge then presiding over the LSI estate.

Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

Review and execution. Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

The form of this letter may be supplemented as agreed by the parties and may be modified to conform to internal Pillsbury requirements that are not inconsistent with the terms of this letter.

Very truly yours,

Jennifer Altman

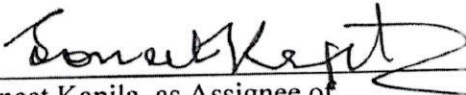
Enclosure: ADDENDUM

JB

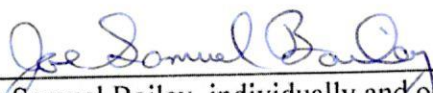
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Accepted and agreed to:

By 
Soneet Kapila, as Assignee of
Laser Spine Institute LLC and
affiliated entities listed in paragraph 1

Dated: 11-26-2019

By 
Joe Samuel Bailey, individually and on behalf of
Laserscopic Spinal Centers of American, Inc.;
Laserscopic Medical Clinic, LLC; Laserscopic
Surgery Center of Florida, LLC; Laserscopic Diagnostic
Imaging and Physical Therapy, LLC; Laserscopic Spinal
Center of Florida, LLC; Laserscopic Spine Centers of
America, Inc.; Spine Surgery International, LLC

ADDENDUM DISBURSEMENTS

Disbursements. In the course of our engagement we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the course of the engagement is set forth below.

PILLSBURY WINTHROP SHAW PITTMAN LLP DISBURSEMENT CHARGE RATES ² - USD As of 09/01/2016

DISBURSEMENT/EXPENSE*

CLIENT CHARGE BASIS

Computer

Litigation Support Data Hosting charges

\$20 per GB per month

Computer Research (LexisNexis and Westlaw), etc.

Charged based on standard vendor rates per search, less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search.

Document Processing

\$60/hr. - Basic (Simple creation and editing; basic PowerPoint, Excel and Acrobat services)

\$75/hr. - Standard (Forensics and troubleshooting; advanced PowerPoint, Excel and Acrobat services)

\$90/hr. - Premium (Graphic design; SIs; non-standard programs; financial tables)

Document Preparation

Convenience Copies, Printing, Scanning

\$0.19 per page – Black and white

\$0.44 per page - Color

Copy Center Reproduction and Printing (Photocopies, scans, images, etc.)

\$0.15 per page (for jobs under 3,500 counts)

\$0.10 per page (for jobs of 3,500 counts or more)

Oversized Copies

\$0.75 per page

Color Copies

\$0.40 per page (for jobs under 3,500 counts)

\$0.35 per page (for jobs of 3,500 counts or more)

* There is no charge for postage, faxes or domestic and international phone calls

² All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$2500) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.

Document Binding (Briefs, formal presentation documents, etc.)	\$1.25 per binding
CD Burn	\$5.00 per burn
DVD Burn	\$7.50 per burn
Tabs	\$0.20 per tab
Litigation Preparation (Copying, scanning, etc).	\$0.10 per page (light)
	\$0.12 per page (medium)
	\$0.15 per page (heavy)
	\$0.19 per page (glass work)

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities ("CPA") or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

5. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms ("eDiscovery databases"), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm's network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not

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current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up-to-date.

6. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you ("Client Files") and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

If you do not request return of the Client Files, we will maintain them for a period of five (5) years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so in order to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third-parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using "cloud computing."

7. Non-legal Services. Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.

