

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 FOR ORDER APPROVING AUTOMATIC
ROLLOVER SERVICES AGREEMENT WITH MILLENNIUM TRUST COMPANY**

¹ At a hearing held on March 22, 2019, the Court administratively consolidated 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.

The Assignee seeks to take the action described herein. Objections must be filed and served within twenty-one (21) days from the service of this Motion. In the event an objection is timely filed and served, the Court will hold a hearing to consider any timely filed objections, and to consider the Assignee's Motion for Order Approving Automatic Rollover Services Agreement with Millennium Trust Company before the Honorable Judge Steven Scott Stephens, Hearing Room 512, 800 East Twiggs Street, Tampa, Florida 33602.

If no objection is timely filed and served, then all creditors and parties in interest have consented to the relief sought in this Motion and the Assignee shall submit a proposed order to the Court. The deadline to object is twenty-one (21) days from service of this Motion.

Assignee, Soneet Kapila of KapilaMukamal, as assignee of Laser Spine Institute, LLC (“Assignee”), by and through his undersigned attorneys, hereby moves the Court for the entry of an order approving the Assignee’s entry into the Automatic Rollover Services Agreement (the “Agreement”), a draft of which is attached to this motion (the “Motion²”) as Exhibit A, with Millennium Trust Company (“Millennium”). Laser Spine Institute, LLC (“LSI”) was the Plan Sponsor and the Plan Administrator as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended, of a 401(k) plan (“Plan”). In support of this Motion, the Assignee states as follows:

Background

1. On March 14, 2019, 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 Assignee also filed Petitions commencing fifteen other assignment for the benefit of creditors proceedings for fifteen affiliates of LSI Management (the “Assignment Cases”).

² There may be minor revisions to the Agreement prior to execution.

2. The Assignee is in the process of finalizing the wind-down of LSI. As part of this process, the Assignee needs to provide for an orderly termination of the Plan's trust. The Plan provides for certain involuntary distributions of participants' balances in a terminating Plan. The Plan participants may avoid such involuntary distribution by directing that a distribution be paid directly to (i) an eligible retirement plan or (ii) such participant (a "**Participant Election**"). In those situations where the participant has not made a Participant Election, the Assignee requests authority to distribute such participants' balances from the Plan to Millennium, which will place the funds in individual retirement accounts ("**IRAs**") held by Millennium as custodian. All Plan funds transferred to Millennium, including those from uncashed benefit distribution checks, will be held by Millennium in IRAs for Plan participants as provided in the Agreement. The current Millennium fee schedule is attached as **Exhibit B**. The Agreement attached as Exhibit A provides Millennium the right to change fees in the future, but any such fees are required by U.S. Department of Labor regulations to be no higher than what Millennium charges other IRAs. Fees will be paid from the rollover IRA accounts, and (so long as there is no contractual dispute) no fees to Millennium will be paid by the assignment estate. In the event of a contractual dispute, if the parties cannot reach a settlement, the outcome will be determined by arbitration in Tampa, Florida before a sole arbitrator, in accordance with the laws of the State of Florida. The arbitration will be administered by JAMS ("*JAMS*") under its Comprehensive Arbitration Rules and Procedures, and will be conducted by a retired judge who is experienced in dispute resolution. In that event, each party would pay its own fees plus half the fees of JAMS and the arbitrator.

3. The Assignee will provide notice of the Agreement to the participants in the Plan if the Court grants the relief requested in this Motion.

Relief Requested and Memorandum of Law

7. The Assignee seeks the Court's approval of the Agreement, which the Assignee believes is in the best interest of the Plan's participants, and thus also in the best interest of the assignment estates.

8. Although Chapter 727 does not expressly require Court approval of the Assignee's entry into post-assignment agreements, Court approval is a negotiated condition of the Agreement. Section 727.110 of the Florida Statutes certainly permits the Court to approve the Agreement, as the statute allows the Court to "exercise any other powers that are necessary to enforce or carry out the provisions of this Chapter." Fla. Stat. § 727.110(15).

9. The Court's approval of the Agreement will conserve estate resources and help ensure an orderly wind-down, which will benefit the creditors of the assignment estate.

WHEREFORE, the Assignee respectfully requests the Court enter an order (a) granting this Motion; (b) approving the Agreement, and (c) granting such other relief as is just and proper.

/s/ Edward J. Peterson

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Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing *Motion for Order Approving Automatic Rollover Services Agreement with Millennium Trust Company* has been furnished on this 4th day of February, 2020 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.

/s/ Edward J. Peterson _____

Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

January 14, 2020

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
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Assignee and Assignee's Counsel (via the Court's electronic servicing system)

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Secured Creditors:

CarePayment, LLC (MAIL RETURNED)
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Lake Oswego, OR 97035

Steris Corporation
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Mentor, OH 44060
CIT Bank, N.A.
10201 Centurion Pkwy., #400
Jacksonville, FL 32256

Medport Billing, LLC (MAIL RETURNED)
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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
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Email: muthigk@maco.maricopa.gov

Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)

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Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

EXHIBIT A

**ASSIGNEE'S MOTION FOR ORDER APPROVING AUTOMATIC
ROLLOVER SERVICES AGREEMENT WITH MILLENNIUM TRUST COMPANY**

AUTOMATIC ROLLOVER SERVICES AGREEMENT

This Automatic Rollover Services Agreement (“*Agreement*”) is between Millennium Trust Company, LLC, an Illinois limited liability company (“*Custodian*”), and Laser Spine Institute, Inc. (“*LSI*”), the plan sponsor and fiduciary (“*Plan Fiduciary*”). Soneet Kapila is the Assignee for the Benefit of Creditors (the “*Assignee*”) of LSI and certain related entities. LSI was the Plan Sponsor and the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”)) of the plan (“*Plan*”) described below. The Assignee is the sole party authorized to act for LSI.

All references in this Agreement to “*we*,” “*us*” and “*our*” refer to the Custodian, and all references in this Agreement to “*you*” or “*your*” refer to the Plan Fiduciary. The term Plan also refers to each plan that you may add to this Agreement upon written notice to, and acceptance by, us. This Agreement is effective as of the date of your signed acceptance.

1. Purpose. The Plan provides for certain involuntary distributions of participants’ balances in a terminating Plan. The Plan participants may avoid such involuntary distribution by directing a distribution be paid directly to (i) an eligible retirement plan or (ii) such participant (a “*Participant Election*”). In those situations where the participant has not made a Participant Election, you desire to distribute such participants’ balances from the Plan to individual retirement accounts (“*IRAs*”) custodied by us. All Plan funds that you transfer to us, including those from uncashed benefit distribution checks, will be held by us in IRAs for Plan participants as provided in this Agreement (except as otherwise provided in this Agreement).

2. Your Responsibilities. You or your authorized agent will direct us to open IRAs to receive automatic rollover distributions from the Plan on behalf of former participants in the Plan who did not submit a Participant Election. You or your authorized agent will make such direction through an individual authorized to act for the Plan Fiduciary or authorized agent. The direction will include:

(a) Information requested by us necessary to establish an IRA for each former Plan participant (“*Account Opening Information*”); and

(b) Information on the amount of the automatic rollover distribution for each participant (which shall be in cash only, unless specifically agreed otherwise) from the most recent records of the Plan.

We will treat each Plan as not including Roth 401(k) accounts, unless in each case you or your authorized agent informs us otherwise in writing or electronically. For rollovers from Roth 401(k) accounts, you or your authorized agent agrees to identify any portion of the rollover that is to be placed into a separate Traditional IRA.

You will deliver the Account Opening Information and the funds to be placed in each IRA to us as provided in Section 10 of this Agreement. You or your authorized agent will also provide additional information and data as we may reasonably request.

3. Our Responsibilities. Upon receipt of you or your authorized agent’s direction, we will open an IRA on behalf of each identified Plan participant based upon the information provided by you or your authorized agent. We have no responsibility to ascertain whether any direction received by us is in compliance with ERISA, the Internal Revenue Code of 1986, as amended (“*Code*”), the terms of the Plan or other applicable state or federal rules, regulations or laws (collectively, “*Laws*”). Upon opening an IRA, if

the address provided for the individual for whom the rollover is made (“*Account Owner*”) passes our standard address verification procedures, we will send the following information to the Account Owner in accordance with the notification and other applicable requirements of ERISA, the Code and Laws:

(a) an IRA Form, including an IRA fee schedule (collectively, the “*IRA Forms*”), which IRA Form will include the Account Opening Information that you have provided to us;

(b) an automatic rollover Traditional or Roth IRA custodial agreement, as applicable (“*Custodial Agreement*”); and

(c) an automatic rollover IRA disclosure statement (“*Disclosure Statement*” and collectively with the IRA Forms and the Custodial Agreement, the “*IRA Agreements*”).

If the Account Opening Information does not provide a current accurate address for an Account Owner, we will (i) attempt to locate the Account Owner and (ii) upon first contact by the Account Owner, if any, provide the IRA Agreements to such Account Owner. If upon first contact by an Account Owner, such Account Owner elects to proceed electronically with a distribution of an IRA, we will not deliver paper copies of the IRA Agreements to such Account Owner unless requested by such Account Owner; provided that the IRA Agreements will be available to such Account Owner on our website. Forms of the IRA Agreements are also available to you and to the Account Owners at any time upon request.

We will update Account Opening Information with any corrected or updated information that is provided to us by an Account Owner. We undertake no obligation to verify the accuracy of the information provided by you, your authorized agent or any Account Owner. We will, however, take commercially reasonable steps to make sure that we are dealing with the correct individual as the Account Owner.

4. Deceased Participants; Escheat.

If we discover, or you or your authorized agent informs us, that a participant of a terminating Plan for whose benefit you sought to establish a rollover IRA died prior to the establishment of the rollover IRA, you direct us to distribute such funds, which may include opening a rollover IRA for the benefit of a beneficiary of the deceased participant in a terminating Plan (including a spousal beneficiary). If we are directed to open a rollover IRA for the benefit of a beneficiary, we will open the rollover IRA upon our receipt from you or your authorized agent of Account Opening Information that verifies the death of the Plan participant and substantiates the beneficiary status of the individual for whom such rollover IRA account is to be opened, all subject to the terms of this Agreement.

In the event we are unable to open a rollover IRA for such deceased participant, or beneficiary, as applicable, you direct us to distribute the funds to the estate of the deceased Plan participant; provided, however, if we are unsuccessful in distributing the funds to the estate of the deceased Plan participant, you further direct us to escheat the funds as follows.

The state of residence of an individual shall be the state of residence of such individual as reported in the Account Opening Information provided by you or your authorized agent, as the same

may be updated by the Account Owner or by us. If directed by you or your authorized agent under this Agreement or if required by any Laws, we will escheat an IRA to the state of residence of the individual for whose benefit such account was established, or, if no state of residence has been determined pursuant to this Section 4, to the State of Illinois.

5. IRA. Each automatic rollover IRA will be a Traditional IRA or Roth IRA, as applicable, based on the information provided by you in Section 2 above. The Custodial Agreement will be between us and the Account Owner, and its terms will be enforceable by the Account Owner.

6. Initial Investment of IRA. Pursuant to Department of Labor ("DOL") regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i)-(iii), you direct us initially to invest the rollover IRA funds in one or more FDIC-insured, interest-bearing bank accounts. After the initial investment, the Account Owner will have discretion to direct the investment of the IRA.

7. Fees and Expenses. We may amend the fee schedule that forms a part of the Account Agreement applicable to an IRA from time to time as provided in the Custodial Agreement. The IRA fees and expenses in effect from time to time for rollover IRAs established pursuant to this Agreement will not exceed the fees and expenses we charge for comparable IRAs established by us in circumstances other than automatic rollover contributions.

8. Representations and Warranties. (a) You hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by you and constitutes a valid and binding agreement of you and the Plan.

(ii) The Plan is intended to be a tax-qualified retirement plan. You have no reason to believe that the Plan would not be treated as a tax-qualified plan and satisfy the requirements of ERISA (if applicable), the Code and any Laws.

(iii) Any automatic rollover contribution made to us will be made pursuant to the terms of the Plan, the Code and any Laws.

(iv) The information provided to us pursuant to Section 2 of this Agreement, including Account Opening Information, is the most recent information available to you or the Plan.

(v) You have taken all steps available to you that are necessary to allow us to open IRAs based solely upon the Account Opening Information. To the extent such compliance is appropriate, you have taken or will take all steps necessary to ensure that the establishment of the IRAs satisfies the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2 and 404a-3 and Section 401(a)(31) (B) of the Code, as applicable, and any successor provisions or additional regulatory guidance or Laws that may govern with respect to opening IRAs under this Agreement for terminated Plans (collectively, the "Safe Harbor").

(vi) You have relied on your own legal counsel and/or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor and in executing this Agreement and you have not relied on us and we have not provided any recommendation, investment, legal or tax advice to you in connection with the IRAs to be established pursuant to this Agreement.

(b) We hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by us and constitutes our valid and binding agreement.

(ii) Each IRA is intended to constitute a Traditional IRA or a Roth IRA under the Code, as applicable.

(iii) The IRA Agreements will conform to the requirements of the Code and Laws applicable to such rollover IRAs.

(iv) The IRAs and the services provided under this Agreement are designed to satisfy applicable Safe Harbor requirements for automatic rollover contributions from the Plan to the IRAs.

9. Confidentiality. Each party agrees that all information, including all Account Opening Information, communicated to the other party during the term of this Agreement will be received and held in strict confidence, and will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party, except that each may share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement and the IRAs. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and the IRA Agreements, except as expressly provided herein or as may be necessary by reason of subpoena, court order, legal, accounting or regulatory requirements or applicable Laws. You authorize us to release all records and information upon receipt of any request, audit or exam by the DOL, without the need for additional authorization from the Plan or a subpoena or court order from the DOL. We will notify you of any DOL request for information or documents regarding the Plan prior to complying with any such request.

These confidentiality provisions will survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected under this Agreement.

10. Computerized Data and Funding Requirements. You or your authorized agent will provide us with electronic files identifying the individuals for whom automatic rollover contributions are made, together with the corresponding funding amount applicable to each individual, in a format acceptable to us. You agree to aggregate the automatic rollover funds from the Plan, including those from uncashed checks, and send them to us via wire transfer. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of your direction to establish the IRAs for the Account Owners. Each party will use reasonable practices to avoid introducing any viruses into the other's systems by such electronic files. It is the responsibility of each party or its authorized agent to encrypt such electronic files to the extent and in a manner that such party considers necessary to protect the confidentiality of the information contained in such files. We understand that such data is in the possession of Vanguard, the plan's recordkeeper, and we will coordinate with Vanguard to obtain such information.

11. Authorized Parties. In addition to the directions provided pursuant to Section 10 of this Agreement, you or your authorized agent may direct us to act upon directions of certain identified individuals, whether written or oral, by telephone, mail or e-mail, and we may rely upon the direction of any individual whom we reasonably believe is authorized to act on behalf of you or your authorized agent.

12. Indemnification. We will indemnify and hold you harmless from any and all Damages arising from or claimed to have arisen from (a) our breach of this Agreement, including any representation or warranty made by us in this Agreement, except Damages arising from you or your authorized agent's negligence, bad faith or willful misconduct; or (b) our negligence, bad faith or willful misconduct.

13. Limitation of Liability. In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon us any power or responsibility other than those set

forth specifically in this Agreement. Nothing in this Agreement is intended to make us a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that we are not, and will not become, a fiduciary of the Plan under ERISA, the Code or other Laws.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either party be liable to the other for any consequential, indirect or special damages of any nature whatsoever.

The terms of these limitations on liability will survive the termination of this Agreement.

14. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate will be determined by arbitration in Tampa, Florida before a sole arbitrator, in accordance with the laws of the State of Florida. The arbitration will be administered by JAMS (“JAMS”) under its Comprehensive Arbitration Rules and Procedures, and will be conducted by a retired judge who is experienced in dispute resolution. No consequential or punitive damages will be awarded. Notwithstanding any other rules to the contrary, no arbitration proceeding brought against us will be consolidated with any other arbitration proceeding without our consent. Judgment may be entered upon any award granted in any arbitration in the court supervising the Assignee, and if none, in any other court having jurisdiction. Each party shall pay its own costs, fees and expenses (including legal fees); provided, however, that each shall pay one-half of all fees paid to JAMS and the arbitrator. You agree that you and the Plan may bring claims and disputes to arbitration only in your individual capacity or for the Plan, and not as a plaintiff or class member in any purported class or representative arbitration.

15. Term. This Agreement may be terminated by either party at any time upon sixty (60) days’ written notice. Termination will not affect any IRA previously established pursuant to this Agreement (prior to the expiration of the 60-day notice period).

16. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by controlling federal law.

(b) Neither party will be in breach of this Agreement as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by circumstances or events beyond the reasonable control of the delaying party.

(c) Any written notice required to be given pursuant to this Agreement will be deemed effective on the earliest of (i) actual receipt, (ii) the next business day following deposit for overnight delivery with a nationally recognized overnight courier service, and (iii) the same day following transmission of an electronic mail message (“E-mail”) during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan’s recordkeeper, consultant or third party administrator, if any, at the address set forth below or at such other address as that party may notify the other of in writing in accordance with this paragraph. Under this Agreement, an E-mail transmission is a writing, and the term “address” shall include a party’s E-mail address. Each party is entitled to rely on the contact information contained in this Agreement until it has received written notification of a change in such information and has had a reasonable period of time to react to such change. You or the recordkeeper, consultant or third party administrator may provide us with a change of address for the

recordkeeper, consultant or third party administrator, respectively, as the case may be.

(d) Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

(e) This Agreement may be amended from time to time only upon the mutual written agreement of the parties.

(f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the Plan Fiduciary's acceptance set forth below.

Plan Fiduciary:

By:

Print Name:

Title:

Date:

Address:

E-mail:

Attn.:

Phone:

Plan Name:

Plan Taxpayer

ID/EIN:

Plan Status:

Plan Type:

Record Keeper

Name: The Vanguard Group

Attn: Tom Perks, PN32

400 Devon Park Drive, Wayne, PA 19087

E-mail: thomas_a_perks@vanguard.com

Phone: 1.800.662.0106, x16342

Accepted by:

Millennium Trust Company, LLC

By: _____
Signature

Name: Terrence W. Dunne

Title: SVP, Retirement Services

Address: 2001 Spring Road, Suite 700

Oak Brook, IL. 60523

Attention: Terrence W. Dunne

Phone: 630.368.5675

Fax: 630.368.5699

E-mail: tdunne@mtrustcompany.com

Laser Spine Institute, LLC
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
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

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

EXHIBIT B

**ASSIGNEE'S MOTION FOR ORDER APPROVING AUTOMATIC
ROLLOVER SERVICES AGREEMENT WITH MILLENNIUM TRUST COMPANY**



2001 Spring Road, Suite 700
Oak Brook, IL 60523
877.682.4727 Telephone
630.368.5697 Fax

AUTOMATIC ROLLOVER IRA FEE SCHEDULE

(Fees subject to change)

www.mtrustcompany.com

Administration and Custody Account Fees

- One - Time Account Establishment Fee: \$0*¹
- Annual Account Fee: \$30*²
- Account Closing Fee: \$25*³
- Annual Paper Statement Fee: \$10*⁴ (if web access is not elected)

Millennium reserves the right to assess up to a \$25 per transaction processing fee for handling distributions for deceased participants and/or accountholders, processing divorce decrees and conducting annual searches for accountholders with missing or unconfirmed addresses after the one year anniversary of account establishment.

Any fees associated with your IRA and disbursement activity are payable in accordance with the custodial agreement and will be deducted from your account. If the balance in the Account at establishment or thereafter, in each case after the application of all fees then due, equals or is less than the Account Closing Fee, the Account will be closed and the balance charged as the Account Closing Fee.

Cash Sweep Program – The Account is invested in one or more FDIC-insured, interest-bearing, demand accounts at banks not affiliated with Millennium, which we refer to as the Cash Sweep Program. Net interest is credited to the Account on a monthly basis based on the average cash balance held by the Account in the Cash Sweep Program for that month and the crediting rate then in effect. The crediting rate is reviewed and revised periodically by Millennium, and will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings accounts with deposits of less than \$100,000 for the applicable period, as published by the FDIC. You may obtain the current crediting rate by contacting a Millennium Trust Client Service Representative. For more information on the Cash Sweep Program, including compensation earned by Millennium in connection with the program, see the Article entitled "Cash Sweep Program, Mutual Fund Fees" in your custodial agreement.

*Effective April 1, 2019

¹ One -Time Establishment Account fee is charged upon opening of the account. If the funded account balance is less than \$100, the establishment fee shall be waived.

² Annual account fee is charged upon establishment of the account and then on each anniversary of establishment thereafter. If the funded account balance is less than \$100, the account annual fee shall be waived in the first year and thereafter be reduced to \$20.

³ If at the time of closing, the account balance (prior to the application of any fees then due) is less than \$100, the account closing fee shall be reduced to \$10.

⁴ If the funded account balance is less than \$100, the first year's annual paper statement fee will be waived.