

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

In re:

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|---|-----------------------|
| 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.

**ORDER GRANTING, IN PART, ASSIGNEE'S MOTION
FOR ENTRY OF ORDER AUTHORIZING AND DIRECTING
HOLLAND & KNIGHT LLP TO TURN OVER ASSIGNOR CLIENT FILES**

THIS CASE came on for hearing on April 29, 2020 at 1:30 p.m. (the "**Hearing**") on the Assignee's Motion for Entry of Order Authorizing and Directing Holland & Knight to Turn Over

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 (collectively, the "Assignors").

Client Files (the “**Motion**”) filed by Soneet Kapila, as Assignee of the Assignment Estates, and the response and objection to the Motion filed by Michael W. Perry, M.D., EFO Holdings, L.P., EFO Genpar, Inc., and EFO Laser Spine Institute, Ltd. (collectively, the “**EFO Parties**,” and their filed objection, the “**EFO Objection**”). The Assignee has previously received access to certain files in possession of Holland & Knight LLP (“**H&K**”) in connection with matters in which Laser Spine Institute, LLC was H&K’s only client. The Assignee has also requested access to the Bailey Client Files² in H&K’s possession. James St. Louis, D.O.,³ Michael Perry, M.D., and the EFO Parties, who were also represented by H&K in the Bailey Lawsuit, have objected. H&K has conditioned access to the Bailey Client Files on the resolution of the objections or entry of a Court order requiring turnover. The Court, having considered the Motion, the EFO Objection, the record in this case, and the statements and arguments of counsel at the Hearing, finds that the Motion should be granted subject to the terms and conditions set forth herein. Accordingly, it is

ORDERED:

1. The Motion is GRANTED, in part, subject to the terms and conditions set forth herein.
2. The EFO Objection is sustained, in part, and overruled, in part, without prejudice to the EFO Parties’ right to renew the objection with respect to particular documents or particular claims.
3. Within ten (10) days after entry of this Order, H&K is authorized and directed to begin providing the Assignee with access to the Bailey Client Files consistent with the provisions of ABA Formal Ethics Opinion 15-471, and to thereafter provide the Assignee with copies of such files under reasonable terms and conditions agreed to between the Assignee and H&K. Access

² Capitalized terms not otherwise defined in this Motion shall have the meaning ascribed to them in the Motion.

³ James St. Louis, D.O. and Michael Perry, M.D., lodged an informal objection but did not file a formal objection.

shall be provided on a rolling basis, but complete access to the hard paper files and electronic files shall occur no later than ninety (90) days after the entry of the Order. For hard paper files, H&K shall provide a log that contains a general description of the documents in each box.

4. H&K's turnover of the Bailey Client Files shall not constitute a waiver of any privilege by the Assignee, James St. Louis, D.O., Michael Perry, M.D., or the EFO Parties, and the Assignee may not waive any of the legal privileges of James St. Louis, D.O., Michael Perry, M.D., and the EFO Parties.

5. H&K shall grant James St. Louis, D.O., Michael Perry, M.D., and the EFO Parties access to the Bailey Client Files on the same schedule provided to the Assignee, and permit them to obtain copies under reasonable terms and conditions agreed to between them and H&K, which shall be no more restrictive than the Assignee's access to the Bailey Client Files.

6. If, in the course of turning over the Bailey Client Files to the Assignee, James St. Louis, D.O., Michael Perry, M.D., or the EFO Parties, H&K inadvertently produces a document relating to another client matter (i.e., non-Assignor files pertaining to a non-Assignor client of H&K), an internally privileged document, or any document not identified for turnover in paragraph 3 above, the receiving party shall immediately (a) return all copies thereof to H&K and such inadvertent production shall not be deemed a waiver of any privilege or protection in whole or in part; and (b) certify in writing that he, she, or it has destroyed all summaries, transcriptions or recordings of the documents inadvertently produced.

7. The Assignee, upon obtaining access to and/or copies of the Bailey Client Files, is authorized to share the Bailey Client Files with any of his professionals, but may not share the

Bailey Client Files or the information contained therein with the professionals of Pillsbury Winthrop Shaw Pittman LLP (“**Pillsbury**”) or any third parties.

8. James St. Louis, D.O., Michael Perry, M.D., and the EFO Parties shall have thirty (30) days from the date H&K provides access to the Bailey Client Files, or such later date as the parties may agree or the Court may establish pursuant to further order, within which to review the Bailey Client Files and designate specific documents, communications, or data they maintain cannot be disclosed by the Assignee to Pillsbury (such documents, once designated, the “**Confidential Documents**”). In the event that H&K provides access to the Bailey Client Files on a rolling basis, the 30-day confidential designation time period for each production set shall run from the date the production is provided to James St. Louis, D.O., Michael Perry, M.D., and/or the EFO Parties. The 30-day confidential designation time period provided in this paragraph is subject to modification by agreement of the Assignee or by order of the Court.

9. The Confidential Documents shall not be disclosed by the Assignee to Pillsbury, or any other person or entity, absent further order of the Court.

10. The Assignee shall be entitled to file a motion seeking entry of an order authorizing him to disclose any Confidential Documents to Pillsbury, subject to any objection or defense of James St. Louis, D.O., Michael Perry, M.D., and the EFO Parties. If needed, the Court may conduct an *in camera* review of such Confidential Documents to determine whether such documents must be withheld from Pillsbury.

DONE AND ORDERED in Hillsborough County, Florida this ____ day August, 2020.

Steven Scott Stephens
Circuit Court Judge

Copy to: Counsel of record

Electronically Conformed 7/31/2020
Steven Scott Stephens