

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 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,

To:

Soneet Kapila,

Assignee.

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Hearing Before the Honorable
Judge Steven Scott Stephens
APPEARING REMOTELY

DATE: September 15, 2020
TIME: 3:00 P.M. - 3:37 p.m.
REPORTED BY: ELSA M. HERNANDEZ, FPR
Notary Public

APPEARING REMOTELY FROM HILLSBOROUGH COUNTY, FLORIDA

1 REMOTE APPEARANCES:

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22 ALSO PRESENT: Soneet Kapila
23 C. Pizzo
Toby Gerber

24
25 THE COURT: Let's proceed then.

1 MR. PETERSON: All right. Thanks, Your Honor,
2 Edward Peterson on behalf of Soneet Kapila as the
3 assignee. Your Honor, we filed a status report,
4 and we also filed an agenda that I was going to use
5 for today's hearing.

6 THE COURT: Somebody is causing feedback. All
7 right. Whoever it is, you are muted now.

8 MR. PETERSON: Okay. Your Honor, with respect
9 to the status report, we basically are at the
10 litigation phase of the case. The assignee has
11 wound down the estate and dealt with the hard
12 assets with the help of the lender, and we are now
13 focusing primarily on the litigation phase, which
14 includes various fraudulent conveyance actions and
15 director and officer claims that are pending. So
16 that's where we are in terms of a status report.
17 And if Your Honor has any questions about the
18 status of the case, I will be glad to answer them
19 or try to answer them.

20 THE COURT: I do not have questions about the
21 status. This is kind of where I expected us to be
22 at this point. Does anybody else want to be heard
23 with regard to the status report?

24 Please proceed.

25 MR. PETERSON: Okay. Thank you. Your Honor,

1 we filed an agenda, and there are six matters that
2 are set for hearing. We've got the motion to
3 approve compromise and also the fee applications.
4 It may be easier to go a little bit out of order
5 and start with the fee applications, if that's okay
6 with Your Honor.

7 THE COURT: Yeah. Let's do it that way.

8 MR. PETERSON: Your Honor, there's five of
9 the -- as I mentioned, we provided a summary of the
10 fees and cost with respect to each application. We
11 are not aware of any objections. I'm happy to go
12 through each one, answer any questions Your Honor
13 might have. However Your Honor wants to proceed.
14 But I'm not aware of any objections to any of
15 these.

16 THE COURT: You are talking about -- just
17 about the fee applications at this point?

18 MR. PETERSON: The fee applications, yes, Your
19 Honor.

20 THE COURT: We'll open the floor to anybody
21 who wants to be heard with regard to those.

22 Going twice. Going three times. There is no
23 objection lodged in open court to the fee
24 applications. They will be approved.

25 MR. PETERSON: Thank you, Your Honor. We will

1 submit orders.

2 Your Honor, that brings us to the motion for
3 order authorizing compromise of controversy with
4 Texas Capital Bank, who is the administrative
5 agent.

6 Your Honor may recall that we were previously
7 before Your Honor with respect to a motion to use
8 cash collateral. And in that motion we asked Your
9 Honor to provide to the bank a priority claim and a
10 lien on tort recoveries in exchange for the bank's
11 agreement to fund what would otherwise be
12 administrative expenses. Your Honor denied that
13 motion as premature, and the primary issue was that
14 we had not -- we had not come up with the number
15 that would be subject to a priority or that would
16 otherwise be subject to the lien.

17 We now have come up with that number, and
18 that's what this motion deals with. And just to
19 give Your Honor a little bit of background on
20 where -- how we got here with respect to this
21 motion and what it is we are asking, when we filed
22 these cases, there was very little -- there were
23 really no unencumbered assets other than the tort
24 claims which have been filed now, some insurance
25 recoveries as well, and so we had to get authority

1 from the banks to use its cash collateral to fund
2 operating expenses. And what we're talking about
3 when we talk about the expenses, there's really two
4 big categories.

5 There's the expenses that directly benefit the
6 lenders, and the most obvious example of that
7 expense would be an asset sale, you know, the
8 expenses related to an asset sale of their
9 collateral. Also accounts receivable recoveries,
10 which is their collateral. And the lenders agreed
11 to pay those expenses, and they have paid those
12 expenses to the tune of approximately \$2.7 million.
13 The other -- and we're not asking for any sort of
14 priority claim or administrative expense claim with
15 respect to that category, which benefits the
16 lenders and they have paid those.

17 The second category of expenses are what we
18 refer to as the overlap expenses. And these are
19 expenses that we contend would otherwise be
20 entitled to an administrative expense, first
21 priority expenses incurred during the case,
22 expenses that benefited the estate, and there's
23 also, you know, a part of these that benefited the
24 lenders as well.

25 And when we were here before Your Honor

1 before, we had not done the allocation because it
2 was early in the case. We didn't know what those
3 two buckets were going to be. And we tried to
4 reserve rights on those and leave that for a later
5 day. We now know what those amounts are, and what
6 we're talking about big picture are expenses
7 related to the IT, expenses related to wind down of
8 the 401(k) plan, litigation expenses, those types
9 of expenses, management retention and maintenance
10 of the IT, preservation of patient records, also
11 the professional fees. And some of those include
12 expenses that benefit the lenders; some of those
13 include expenses that benefit the estate as a
14 whole.

15 The lenders have paid those amounts with the
16 reservation, and we have worked on an agreement to
17 allocate the portion that would be, you know, the
18 bucket that benefits the lenders, that the lenders
19 have agreed to pay and that they're not seeking a
20 priority claim for. And then the other bucket are
21 those that benefited the estate as a whole, would
22 otherwise be entitled to administrative expense
23 priority.

24 And the reason that we filed this motion was
25 to avoid litigation over what could potentially be

1 a larger administrative expense claim asserted by
2 the lenders, and we have put a number on what we're
3 talking about. And the way that we came up with
4 the numbers were -- is that we looked at the
5 professional fee applications, we looked at the
6 time entries the professionals kept for Kapila
7 Mukamal and also my firm, Stichter Riedel. We kept
8 detailed time records, and we kept them -- and we
9 used categories. We used -- for example, my firm
10 used two broad categories: Litigation work, which
11 clearly benefits the general and secure creditors
12 as a whole and is not being charged to the lenders;
13 and then we also had a category of cash collateral,
14 which are time entries that did benefit the
15 lenders.

16 And Kapila Mukamal did -- the assignee did
17 something similar. And we looked at the
18 percentages and allocated those percentages to
19 these expenses. That was the best way that we
20 could think of to come up with the allocation.
21 Let's look at what the professionals are doing and
22 extrapolate that percentage to the expenses. With
23 the thinking that, you know, if the professionals
24 are working on asset sales, then that percentage of
25 the expenses should go towards that -- you know,

1 towards an expense that benefited the lenders and
2 that they should pay for.

3 So at the end of the day, there was a
4 million 7 in overlap expenses, 1,707,691, from the
5 period of March -- not March -- the day we filed
6 it, which I believe was the 14th, through
7 July 31st. And of that amount, the parties agreed
8 that the lenders' portion that the bank will pay
9 and not seek priority for is 939,823 and the estate
10 portion that they are seeking administrative
11 expense claim for is \$964,465.

12 And as part of the agreement, we have agreed
13 on a -- that that administrative expense claim of
14 the banks would be subordinated to the professional
15 fees up to the amount of \$950,000; and after those
16 are paid, then the lenders would be paid their
17 admin claim; and then after that, the other
18 administrative expenses would be paid.

19 Now, I want to stress that we are not aware of
20 any other administrative expenses, and we're now
21 19 months into the case. The main reason there
22 aren't any other administrative expenses is because
23 the bank has funded them. We are -- we wound down
24 the -- you know, the operations with respect to the
25 hard assets. So other than litigation fees, which,

1 you know, we're bearing some of the risk for that
2 going forward, and hoping for recoveries, which we
3 think there will be recoveries to fund those
4 litigation expenses, there aren't any other -- we
5 would be shocked if there were other administrative
6 expenses filed.

7 So that is the agreement. We're asking Your
8 Honor to approve that compromise. There were two
9 objections that were filed. One was filed by the
10 Bailey Group, which is the large judgment holder
11 represented by Mr. Mather. The primary basis of
12 that objection is the allocation, how we came up
13 with the allocation, which I tried to explain how
14 we came up with that. They would like some sort of
15 evidentiary record. We have been sharing
16 information with the Bailey Group as to how we
17 arrived to the allocation prior to filing the
18 motion.

19 What we have agreed, Your Honor, to at least
20 temporarily resolve their objection is to file a
21 declaration from Mr. Kapila, attach the supporting
22 documentation. They would have 14 days to object.
23 If they object, then we would ask Your Honor for
24 a -- an evidentiary hearing, which I cannot imagine
25 would be, you know, more than a couple of hours.

1 And so that's the resolution of their objection.

2 I will also point out -- I neglected to
3 mention this -- as part of the agreement, you know,
4 the assignee has investigated the lenders' liens,
5 the validity of their liens, the perfection of
6 their liens. We've looked at their documentation
7 and have concluded that their liens are valid, are
8 perfected. The lender has asked for a bar date of
9 October 15th. This is similar to what we asked for
10 before about a year ago for parties to challenge
11 their liens or bring any claims against them. And
12 so that was part of the relief request as well.

13 So with the Bailey Group, the way we're
14 dealing with their objection, with Your Honor's
15 okay, is we would file a declaration and hopefully
16 get it resolved; if not, then I would think a short
17 evidentiary hearing to put on testimony as to how
18 we came up with the numbers.

19 The second objection was filed by Mr. Schutz
20 on behalf of a medical malpractice plaintiff who
21 filed an unsecured claim. Mr. Schutz made three --
22 Mr. Schutz, as I understand it, is not objecting to
23 the allocation. So their objection is not to the
24 amounts that I just went over in terms of the admin
25 claims. He is -- and I will let Mr. Schutz speak,

1 but he is not -- no longer asserting an
2 administrative expense claim. He was making the
3 argument originally that somehow he might have an
4 administrative expense claim. My understanding is
5 he is not pursuing that. He does have -- he is
6 making the argument that he thinks he has claims or
7 his client has claims against the D's and O's. We
8 think that that overlaps with the assignee's claims
9 against the Ds and Os and it's property of the
10 estate.

11 He asserts that he has a constructive trust on
12 recoveries that are attributable to his clients,
13 based on what he claims was a mishandling of the
14 self-insurance program by the Ds and Os that have
15 caused damages to his clients. We don't think he
16 has a private right of action under that statute.
17 But in terms -- so that's one of his arguments.

18 And he had also asked for some more time with
19 respect to the claims bar date.

20 With respect to his constructive trust
21 argument -- and I'll let bank counsel speak to
22 this -- but my understanding is the bank is
23 agreeable to carving out of the lien any recoveries
24 that are directly attributable to his clients,
25 which, again, we don't think there are any. But to

1 the extent he could prove that, the lien would not
2 extend to that. So he is not prejudiced with
3 respect to his constructive trust argument.

4 And then with respect to the bar date, we are
5 willing to -- or the bank is willing to give him
6 more time, limited time to conduct discovery, if he
7 would like to have it, and my understanding is that
8 would resolve that objection.

9 So those are the two objections and my
10 understanding of the resolutions. Again, I
11 don't -- we're not aware of any other
12 administrative expenses that would be impacted by
13 this agreement. We worked a lot to try to get this
14 done. The bank has funded the case. Those funds
15 were necessary to keep the case going, and the
16 assignee feels like, in his business judgment, that
17 this is a fair allocation of the expenses between
18 the estate and the lender.

19 I'm happy to answer any questions Your Honor
20 may have.

21 THE COURT: The first objection -- you said
22 you proposed a resolution, but really you proposed
23 a process for hopefully reaching a resolution.

24 MR. PETERSON: Process.

25 THE COURT: Right. So I guess Mr. Mather is

1 in agreement with that process?

2 MR. MATHER: Yes, Your Honor. Thank you. And
3 I've practiced in front of you long enough to know
4 that you do not want me to repeat everything
5 Mr. Peterson said, so I will state that we're in
6 agreement with what he said.

7 THE COURT: Fair enough.

8 Mr. Schutz, what's the -- the proposed
9 handling of your objection, I see you're here
10 somewhere. At least I saw you a minute ago. Are
11 you there?

12 MR. SCHUTZ: I am, Your Honor. Can you hear
13 me?

14 THE COURT: Yes. Say what you want to say,
15 please.

16 MR. SCHUTZ: Thank you, Judge. And I'll take
17 the same vein.

18 Yeah, everything Mr. Peterson said, you know,
19 pending me looking at this proposed order that is
20 going to come out, we basically sorted it out this
21 morning.

22 The one area Mr. Peterson did not address is
23 in the motion to compromise they also refer to what
24 they call the waterfall distribution. And they're
25 asking for that, and I don't know if Mr. Peterson

1 wants that in this order; but, essentially, what
2 the motion says is in addition to granting the bank
3 a lien and liquidating this administrative claim,
4 they're asking the Court, I believe, to enter an
5 order as part of this that is going to set forth
6 the future distribution priorities, and that can be
7 surplusage and not appropriate at this time, if
8 that was intended in this motion. It looked like
9 it is to me. That's what seems like they're asking
10 for is they want to etch in stone this priority
11 distribution scheme and --

12 THE COURT: I also saw that. I also saw that.
13 Let me ask you one thing, though. You don't have
14 an issue about that, really, do you, though? I
15 mean, you just want to make sure I know about it;
16 is that correct?

17 MR. SCHUTZ: Well, the issue, Judge, is this,
18 and it's difficult to articulate. My contention is
19 that to the extent there are claims against former
20 managers for not paying medical malpractice
21 insurance, what I say is just operating
22 illegally --

23 THE COURT: I understand that is the argument.
24 Yes, sir.

25 MR. SCHUTZ: Yeah. The damages are awarded

1 because my clients were damaged. It's my
2 contention that we have a specific interest in any
3 such proceeds that are payable only to my client
4 and not generally to unsecured creditors. The
5 theory being, it's an equitable subrogation-type
6 argument or an indemnity argument. That is, the
7 estate is not damaged unless they pay us. If they
8 don't pay us, then I'm not seeing how they can
9 recover that component of damages.

10 Now, I'm not trying to litigate that right
11 now. I just want to make sure that nothing in this
12 court order is entered in such a way that
13 ostensibly freezes out my ability to come in, when
14 any of these claims ultimately get liquidated, and
15 argue that what is set forth in this order somehow
16 supersedes legal arguments through the statute.
17 That's all. I mean, I know I'm bound by the
18 statute and whatever we argue down the road, but I
19 just don't want this order to be deemed to be some
20 specific ratification that I would have to try to
21 appeal or something right now, outside of the
22 issues. Setting up a waterfall just isn't part of
23 this case right now. And it doesn't --

24 THE COURT: So -- I'm sorry. Go ahead and
25 finish. I'm sorry.

1 MR. SCHUTZ: I'm done, Your Honor.

2 THE COURT: Okay. How much time are you
3 looking for on the bar date?

4 MR. SCHUTZ: I think the -- we didn't really
5 get to a --

6 THE COURT: 90?

7 MR. SCHUTZ: I think they're just going to
8 carve out some additional 30 or 60 days and let me
9 do --

10 THE COURT: I was going to say 90. I didn't
11 like the short bar date either, so I was going to
12 say 90 anyway. So that satisfies you, clearly.

13 MR. SCHUTZ: Yes, Your Honor.

14 THE COURT: All right. Back to Mr. Peterson.

15 MR. PETERSON: Yes, Your Honor. On the
16 waterfall, that is an agreement between the
17 assignee and the bank as to the priority of the
18 professional fees and the bank's administrative
19 expense claim. Again, I'm not aware of any other
20 administrative expenses. Mr. Schutz's client I
21 thought had withdrawn that argument. If they have
22 a constructive trust argument as to proceeds of
23 D and O claims, the bank has agreed that its lien
24 would not attach to that. So --

25 THE COURT: Yes, but the question is, what is

1 the effect of the order you are asking me to sign
2 now with respect to that agreement? Do I make it a
3 court order that this is how it's going to happen,
4 or do we leave it just saying this is what they've
5 agreed and when it occurs; if somebody has some
6 reason to challenge it, they can challenge it then?

7 MR. PETERSON: We would like it to be as part
8 of the court order.

9 THE COURT: But then if anybody thinks that
10 that's inappropriate, as Mr. Schutz was just
11 articulating, then they'd have to appeal the order.
12 And that would gum up the whole thing and not
13 accomplish the fundamental purpose of the order.

14 MR. PETERSON: Well, if someone had -- again,
15 you know, we're not aware that there would be. I
16 think what we're talking about is someone who would
17 have an administrative expense that would be
18 arguing this. And, again, we don't -- nobody has
19 come forward. Everybody has been paid. So we're
20 not aware of any.

21 THE COURT: It looks to me that this
22 distribution plan that was suggested in the motion
23 is the natural result of the agreement that you've
24 made with the bank.

25 MR. PETERSON: Correct. Correct.

1 THE COURT: That's what I thought it was. So
2 you would rather have me go ahead and sign that
3 order -- your client would rather have me go ahead
4 and sign the order the way you've presented it,
5 taking the risk that somebody might have to appeal
6 it. Or do you want to modify that order in any way
7 before it gets -- I'm going to grant the motion.
8 I'm satisfied that you have gone to every step you
9 need to try to satisfy the people involved. And
10 I'm not as troubled by the presence of that
11 language in the order, as Mr. Schutz is, but -- you
12 know, so I intend to grant it, but I also would
13 like, if you want to, knowing what the objection
14 is, to try to change the language of it in a way
15 that would not be subject to the problem he is
16 raising. I would want to give you the opportunity
17 to do that.

18 MR. PETERSON: Your Honor, I understand that,
19 and I appreciate it, and I think we would like to
20 stick with the language. We've thought through
21 that issue and are comfortable that the issue will
22 not arise.

23 THE COURT: All right.
24 What else do we have for today?

25 MR. SCHUTZ: Your Honor, may I mention one

1 thing?

2 THE COURT: Sure. Go ahead. Yes, sir.

3 MR. SCHUTZ: I'm not concerned about the
4 levels of priority under the administrative levels.
5 If you look at the motion, the motion goes clear
6 down through to the unsecured creditors. And
7 that's the part that bothers me, in that on
8 11 days' notice, without even discussing anything
9 other than their allocation of this administrative
10 claim, they want -- as I understand it, they're
11 wanting to set a court order that etches in stone
12 the full payout priorities that will be then a
13 final order in this court. And on 10 days' or
14 11 days' notice, with no disclosures of the assets,
15 nothing like that -- all I'm -- I don't care if you
16 want to etch in stone the administrative payout and
17 all of that. But I'm saying, under that
18 administrative level, why are we even discussing
19 any of the rest of it. The claims haven't been
20 allowed. No objections have been made. No
21 objections have been -- we don't even know what the
22 claims are. We don't know what the assets are. So
23 why are we now at this stage, on 10 days's notice
24 etching in stone a waterfall payout? That's my
25 objection.

1 THE COURT: Why do you say it's etched in
2 stone, though? Because I don't know that that
3 would necessarily be a final order as to those
4 points.

5 MR. SCHUTZ: Well, that's a good point. I
6 mean, they want it in an order. I don't know why
7 it's in the order. It has nothing to do with the
8 motion. The motion is on administrative expenses,
9 not on the waterfall payout for anything south of
10 administrative expenses.

11 THE COURT: Anybody else want to be heard?

12 MR. FERNANDEZ: Your Honor, this is Lara
13 Fernandez on behalf of the bank, Texas Capital
14 Bank. I disagree. I don't believe that the
15 watershed -- I mean, it's only for the
16 administrative claims vis-a-vis the assignee and
17 the bank and what the bank and the asset -- or what
18 the bank has expended for this entire case,
19 essentially. It has nothing to do with the -- with
20 changing the statute that admin claims will be paid
21 before unsecured claimants in any event. I mean,
22 that's the statute.

23 THE COURT: Yeah. But, I mean, I'm -- I'm
24 still a little troubled by coupling these two
25 things together, when the motion just asked me to

1 approve the agreement and...

2 MS. FERNANDEZ: Well, To some degree, how --

3 THE COURT: I'm looking at the wherefore in
4 the motion, and I'm prepared to grant the relief
5 that's sought in the wherefore in the motion.

6 Now, I don't know where it says anything about
7 asking me to pre-approve any kind of distribution
8 scheme, so I think that the point is kind of moot.
9 I'm willing to sign an order that reflects the
10 wherefore on page 15 of the motion here.

11 MR. PETERSON: Your Honor, we're asking you --
12 in the wherefore we ask you to approve the
13 settlement, which includes the allocation of the
14 sharing amounts on page 9 of the motion. And
15 it's -- as Ms. Fernandez said, it's an agreement as
16 to -- we're talking about administrative expenses
17 between the bank and the assignee. The bank has
18 agreed that the assignee's fees will get paid
19 first, and then they will get paid their fees next
20 or their expenses next. So it's part of the
21 settlement that we're asking you. It's highlighted
22 in the motion. Again, I'm not sure why -- you
23 know, Mr. Schutz doesn't have -- his client doesn't
24 have the administrative expense claim, we're not
25 aware of any.

1 THE COURT: Yeah. But my point is that, if
2 it's approving an agreement, it can only affect the
3 parties to the agreement. There can't be a court
4 order that has some sort of bulletproof effect with
5 regard to other possible claimants that might
6 exist. And your argument is that there aren't any,
7 and I understand that, so I'm willing to sign it.
8 But you have to understand that I sign it with the
9 understanding that, if there were any, you couldn't
10 preclude their rights by this agreement that you're
11 making or by a court order adopting the agreement.

12 MS. FERNANDEZ: That's right.

13 THE COURT: So that's all I'm saying.

14 MR. MATHER: Your Honor, I may need to weigh
15 in, because I want to make sure that the signing of
16 this order doesn't affect the agreement that
17 Mr. Peterson announced earlier. I think --

18 THE COURT: No, he's going to put that -- he's
19 going send me a new order that adds that, I think.

20 Is that right, Mr. Peterson?

21 MR. PETERSON: Exactly. Yes, Your Honor.

22 THE COURT: Yeah. I'm not going to sign this
23 order as is because he had already represented to
24 me he intended to modify it, to protect the concern
25 that you had raised earlier.

1 MR. MATHER: Thank you.

2 MS. FERNANDEZ: Correct. And, Your Honor, I
3 guess -- I think you were saying that you did not
4 like the October deadline, so in any event, the
5 order will have a longer time period. Not that I
6 necessarily wanted to remind you of what you said,
7 but that is what you said.

8 THE COURT: Let's talk about what date. I was
9 thinking 90, but it doesn't sound like that long is
10 necessary to satisfy the people who have stakes in
11 the matter.

12 MS. FERNANDEZ: How about, looking at the
13 calendar, do you want to do November 20th? That at
14 least would be before Thanksgiving.

15 THE COURT: That sounds fine. That's plenty
16 of time.

17 MS. FERNANDEZ: It's a Friday, so we'll do it
18 November 20th.

19 THE COURT: Good.

20 MS. FERNANDEZ: Thank you.

21 THE COURT: So if you'll resubmit that order
22 with the modifications that you had told me you
23 were planning to make. You don't have to make any
24 other modifications to it, except for as to the bar
25 date, and the order will be signed.

1 MR. PETERSON: Thank you, Your Honor.

2 MS. FERNANDEZ: Thank you, Your Honor.

3 THE COURT: What else do we have on the agenda
4 for today?

5 MR. PETERSON: That's it, Your Honor. We
6 appreciate your time.

7 THE COURT: Thank you very much.

8 (WHEREUPON, the taking of the proceedings were
9 concluded at 3:37 p.m.)

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CERTIFICATE OF REPORTER

I, ELSA HERNANDEZ, Court Reporter, do hereby
certify that I was authorized to and did
stenographically report the foregoing hearing
proceedings and that the transcript is a true and
complete record of my stenographic notes.

Dated this: September 15, 2020.

Elsa Hernandez



ELSA M. HERNANDEZ, FPR