

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.

NOTICE OF FILING FULLY EXECUTED CONTINGENCY FEE CONTRACT

Soneet Kapila, by and through his undersigned counsel, hereby gives notice of filing the fully executed Contingency Fee Contract dated June 17, 2019, by Soneet Kapila as Assignee, and Genovese Joblove & Battista, P.A. and Rocke, McLean & Sbar, P.A., as special counsel. The Assignee's Motion for (A) Order Approving Compromise of Claims Against Former Directors

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").

and Officers, (B) Order Authorizing Payment of Professional Fees, and (C) Final Judgment as to Settled Claims in Lawsuits (the “**Compromise Motion**”) was filed with the Court on March 26, 2021. The Contingency Fee Contract attached to the Compromise Motion was not complete. By this Notice, the Assignee files the fully executed Contingency Fee Contract.

/s/ Scott A. Stichter
Scott A. Stichter (FBN 0710679)
Edward J. Peterson (FBN 0014612)
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Suite 200
Tampa, Florida 33602
Telephone: (813) 229-0144
Facsimile: (813) 229-1811
Email: sstichter@srbp.com
Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Notice of Filing Fully Executed Contingency Fee Contract has been furnished on this 1st day of April, 2021, by the Court’s electronic noticing system to all parties receiving electronic service.

/s/ Scott A. Stichter
Scott A. Stichter

GENOVESE
JOBLOVE &
BATTISTA
P.A.
ATTORNEYS AT LAW

Paul J. Battista, Esq.
Telephone: 305-372-2457
email: pbattista@ejb-law.com

June 17, 2019

Via Email

skapila@kapilamukamal.com

Soneet Kapila, as Assignee for the Benefit of Creditors for
Laser Spine Institute, and other related entities (the "Assignee")
KAPILAMUKAMAL, LLP
1000 S. Federal Hwy, Suite 200
Ft. Lauderdale, FL 33316

Re: Terms of Engagement—Special Counsel

Dear Soneet:

Thank you for again for the opportunity for Genovese Joblove & Battista, P.A. ("GJB") and Rocke, McLean & Sbar P.A. ("RMS") (collectively, GJB and RMS shall be referred to as the "Firms"), to represent you as the statutory assignee for Laser Spine Institute, LLC and related entities ("LSI") as special counsel in the proceedings pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida (the "ABC Case"). This proposed retention and its terms are subject to the approval of the Court in the ABC Case.

Based on our discussions, the Firms shall represent the Assignee in all causes of action designated by the Assignee, including avoidance actions (the "Avoidance Actions") and breach of fiduciary duty and other claims arising from the errors and omissions of the LSI officers and directors (the "D&O Claims")(collectively, "Litigation Claims"), on the terms set forth herein.

GJB and RMS shall advance the payment of costs incurred by the estate in the pursuit of the Litigation Claims as they determine appropriate, until such time as the Assignee has sufficient funds to pay such litigation costs directly. Assignee agrees to reimburse GJB and RMS for the litigation costs advanced by GJB and RMS once the Assignee has sufficient funds to reimburse such costs.

To the extent that the Firms provide services to the Assignee which result in the pre-suit resolution of one or more of the Avoidance Actions, then the Firms shall be paid on a blended hourly rate for their services. The blended hourly rate for GJB is \$350 per hour and the blended hourly rate for RMS is \$350 per hour.

Subject to any pre-suit settlement of the Avoidance Actions, the Firms will pursue the prosecution of one or more of the Litigation Claims under the following contingency fee with respect to each Litigation Claim (the "Contingency Fee").

June 17, 2019

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For Litigation Claims based upon any Avoidance Action, the Firms would collectively be entitled to the following Contingency Fee for each such Avoidance Action:

- 1) An amount equal to seventeen and one-half (17.5%) percent of any gross amounts collected or recovered from any source whatsoever after a lawsuit is filed in respect of each such Avoidance Action;
- 2) An amount equal to twenty-two and one-half (22.5%) percent of any amounts recovered from any source whatsoever after an answer is filed by any defendant in each such Avoidance Action but before trial commences against any defendant in respect of such Avoidance Action;
- 3) An amount equal to thirty (30%) percent of any gross amounts recovered from any source whatsoever after a trial commences against any defendant in respect of each such Avoidance Action; and
- 4) An amount equal to thirty-three (33%) percent of any gross amounts recovered from any source whatsoever after a judgment is obtained against any defendant in each such Avoidance Action and in any appeals of such judgment(s).

For Litigation Claims based on any D&O Claim, the fee structure to the Firms collectively will be based on gross recoveries from the different layers of the applicable insurance policies, on the following Contingency Fee percentages:

- 1) An amount equal to seventeen and one-half (17.5%) percent on the gross amounts recovered in respect of the first layer of insurance policy (which has a 3.0 mm cap, less aggregate defense costs paid);
- 2) An amount equal to twenty (20%) percent on the gross amounts recovered in respect of the second layer of insurance policy (which has a 3.0 mm cap less aggregate defense costs paid to the extent such costs are greater than \$3.0 mm);
- 3) An amount equal to twenty-five (25%) percent on the gross amounts recovered in respect of the third layer of insurance policy (which has a 4.0 mm cap less aggregate defense costs paid to the extent such costs are greater than \$6.0 mm);
- 4) An amount equal to thirty (30%) percent on the gross amounts recovered in respect of the fourth layer of insurance policy (which has a 5.0 mm cap less aggregate defense costs paid to the extent such costs are greater than \$10.0 mm);
- 5) An amount equal to thirty-three (33%) percent on the gross amounts recovered (i) in respect of the fifth and final layer of insurance policy (which has a 5.0 mm

cap); and (ii) from the putative defendants from any other assets or sources.

Please review this agreement carefully, and if any of you have any questions concerning the foregoing terms and conditions, please do not hesitate to contact me. If this agreement is acceptable, then please acknowledge that it has been reviewed, understood, and that you desire to retain us on the basis of the terms of this letter by signing and returning to us a signed copy. We recommend that you keep a copy of this letter in your file. Also, attached as Exhibit A is a Statement of Client's Rights ("Statement"). Please review the Statement and if acceptable, sign in the space provided.

We understand that this engagement letter is subject to the approval of the court in the ABC Case and we will cooperate with the Assignee in filing the appropriate pleadings to obtain such approval and attending any hearings in connection therewith. This engagement, however, shall be deemed retroactive to the commencement of the services provided by the Firms prior to court approval.

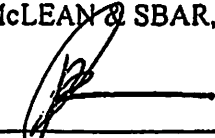
Thank you for allowing us to be of service.

Sincerely,

GENOVESE JOBLOVE & BATTISTA, P.A.

By: 
Paul J. Battista

ROCKE, McLEAN & SBAR, P.A.

By: 
Robert L. Roche

AGREED AND ACCEPTED BY:


Soneet Kapila, as Assignee

EXHIBIT A

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective Client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as Client. This Statement is not a part of the actual contract between you and your lawyer, but as prospective Client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the Client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the Client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the Client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the Client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the Client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the Client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the Client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the Client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the Client, believe that your lawyer has charged an excessive or illegal fee, you, the Client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (904) 222-5286, or contact the local Bar Association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating the Florida Bar) be included in your fee contract.

Dated: 6/24/19

Client:

Printed: Soneet Kaur, Assisqnee