

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.

**MOTION TO CORRECT SCRIVENER'S ERROR WITH RESPECT TO ASSIGNEE'S
MOTION FOR ORDER APPROVING COMPROMISE OF CONTROVERSY WITH
TEXAS CAPITAL BANK, N.A. AS ADMINISTRATIVE AGENT FOR LENDER GROUP**

Soneet R. Kapila, in his capacity as the Assignee (“**Assignee**”) of Laser Spine Institute, LLC (“**LSI**”), LSI Holdco, LLC (“**Holdco**”), LSI Management Company, LLC, and each of their

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 “**Assignment Estates**”).

affiliated entities (collectively, the “**LSI Companies**” or the “**Assignors**”), by and through his undersigned counsel, files this Motion to Correct Scrivener’s Error with Respect to Assignee’s Motion for Order Approving Compromise of Controversy with Texas Capital Bank, N.A. as Administrative Agent for Lender Group (the “**Motion**”), and states:

1. On September 4, 2020, the Assignee filed its *Assignee’s Motion for Order Approving Compromise of Controversy with Texas Capital Bank, N.A. as Administrative Agent for Lender Group* (the “**TCB Compromise Motion**”).

2. On September 14, 2020, the *Laserscopic Spinal Centers of America, Inc., Laserscopic Medical Clinic, LLC and Laserscopic Spine Centers of America, Inc.’s Response in Opposition to Assignee’s Motion for Order Approving Compromise of Controversy with Texas Capital Bank, N.A. as Administrative Agent for Lender Group* was filed with this Court (the “**Response**”).

3. On April 14, 2021, the Court held a trial (the “**Trial**”) to consider the TCB Compromise Motion and the Response.

4. The *Assignee’s Motion for (A) Order Approving Settlement and Compromise of Claims against Former Directors and Officers, (B) Order Authorizing Payment of Professional Fees, and (C) Final Judgment as to Settled Claims in Lawsuits* was filed with the Court. On May 17, 2021, this Court entered its *Order Granting Assignee’s Motion for (A) Order Approving Settlement and Compromise of Claims against Former Directors and Officers, (B) Order Authorizing Payment of Professional Fees, and Final Judgment as to Settled Claims in Lawsuits* (the “**D&O Compromise Order**”).²

5. On May 21, 2021, this Court entered the *Order Granting Assignee’s Motion for Order Approving Settlement and (A) Compromise of Claims Against Former Directors and Officers, (B) Order Authorizing Payment of Professional Fees, and Final Judgment as to Settled*

² The Motion does not seek any relief as to or any modifications of the D&O Order.

Claims in Lawsuits (the “**May 21 Order**”). Although the title of the May 21 Order referred to the compromise with the directors and officers, the body of the May 21 Order addressed the issues raised by the TCB Compromise Motion, the Response, and the issues raised at the Trial. In addition, paragraph 1 of the May 21 Order granted the TCB Compromise Motion.

6. By the Motion, the Assignee seeks to correct the title of the May 21 Order to reference the TCB Compromise Motion. The correct title of the order should be *Order Granting Assignee’s Motion for Order Approving Compromise of Controversy with Texas Capital Bank, N.A., as Administrative Agent for Lender Group*. The Assignee does not seek to alter, modify, or correct any substantive or decretal paragraph of the May 21 Order or amend any factual findings.

7. Pursuant to Rule 1.540(a)³ of the Florida Rules of Civil Procedure (the “**Rules**”), the Assignee seeks to modify the May 21 Order to correct the title of the motion that was granted. Rule 1.540 was designed to allow courts to correct typographical errors, *Purdue v. R.J. Reynolds Tobacco Company*, 259 So. 3d 918, 921 (Fla. App. 2 Dist. Ct. 2018); *See, also, Town of Hialeah Gardens v. Hendry*, 376 So. 2d 1162, 1164 (Fla. 1979) (“clerical mistakes” referred to in Rule 1.540(a) include only “errors from accidental oversight or omission and not errors in the substance of what was decided by the judgment or order.”)

8. The Assignee seeks the entry of the proposed form of order (the “**Proposed Order**”) which is attached as **Exhibit “A”**. Consistent with Paragraph 6 above, the Proposed Order corrects typographical errors in the title and footnote 9 and does not change any other provision of the Order. A red-line comparing the May 21 Order to the Proposed Order is attached as **Exhibit “B”**.

³ Rule 1.540 provides relief from “[c]lerical mistakes in judgments, decrees, or other parts of the record and errors therein arising from oversight or omission.”

WHEREFORE, the Assignee respectfully requests that this Court enter an order (i) granting this Motion, (ii) entering a corrected order in the form attached as Exhibit “A” hereto; and (iii) granting such other and further relief as this Court deems just and equitable.

/s/ Scott A. Stichter
Scott A. Stichter (FBN 0710679)
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Phone: (813) 229-0144
Fax: (813) 229-1811
sstichter@srbp.com
ATTORNEYS FOR SONEET KAPILA, ASSIGNEE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Amend Order with Respect to Assignee’s Motion for Order Approving Compromise of Controversy with Texas Capital Bank, N.A. as Administrative Agent for Lender Group, with exhibits, was furnished on July 8, 2021, by transmission of electronic notices of filing to all registered users in the above-captioned case.

/s/ Scott A. Stichter
Scott A. Stichter (FBN 0710679)