

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,

Consolidated Case No:
2019-CA-2762

To:

Soneet Kapila,
Assignee.

Division L

**ASSIGNEE'S MOTION FOR (A) ORDER APPROVING SETTLEMENT
AND COMPROMISE OF CLAIMS AGAINST SLG LSI INVESTMENT,
LLC, AND (B) ORDER AUTHORIZING PAYMENT OF PROFESSIONAL FEES**

Soneet R. Kapila, as assignee (the “Assignee” or “Plaintiff”) for the benefit of creditors for
Laser Spine Institute, LLC (“LSI”) and fifteen (15) of LSI’s affiliates¹ (collectively the “LSI

¹ LSI’s affiliates are: 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,

Entities”), by and through his undersigned attorneys, files this motion seeking the entry of (a) an order approving the settlement and compromise reached between the Assignee and SLG LSI Investment, LLC (“**SLG**”)², and (b) an order approving the payment of fees to the Assignee’s special litigation counsel, Venable, LLP (“**Venable**”) and Rocke, McLean & Sbar (“**Rocke McLean**”). In support of this motion (the “**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 Chapter 727 of the Florida Statutes (the “**LSI Assignment Case**”).

2. Simultaneous with the filing of the LSI Assignment Case, the Assignee filed fifteen other Petitions commencing the following assignment for the benefit of creditors proceedings for the Affiliated Companies of LSI (the “**Affiliated Assignment Cases**,” and together with the LSI Assignment Case, the “**Assignment Cases**”): 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

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 “**Affiliated Companies**”).

² The Assignee, SLG, and the SLG Parties (as defined below) will be referred to as the “**Parties**”.

Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (each, an “**Assignor**” and collectively, the “**Assignors**”).

3. Upon his appointment, the Assignee and his special litigation counsel conducted an investigation of the claims and causes of action that existed in favor of the Assignee. Based on that investigation, the Assignee, through his special litigation counsel, filed the following lawsuit against SLG: *Soneet R. Kapila v. SLG Investment, LLC*, Thirteenth Judicial Circuit, Hillsborough County, Florida, Case No. 19-CA-6909 (the “**Lawsuit**”).

4. The Lawsuit asserts claims and causes of action against SLG for the avoidance and recovery of alleged fraudulent transfers in the amount of \$11,047,394 received by SLG in connection with the Dividend Recapitulation as defined in the Lawsuit (the “**Claims**”).

5. SLG denied it is liable for the Claims and aggressively defended the Lawsuit. A trial on the Claims asserted in the Lawsuit was scheduled to commence on July 31, 2023, which has been cancelled by the Settlement as set forth herein.

Relief Requested

6. After engaging in lengthy and good faith settlement discussions, including the use of a mediator, the Parties reached an agreement on the terms of a settlement and compromise of the Claims asserted in the Lawsuit (the “**Settlement**”). In connection therewith, the Assignee, SLG and International Private Bank (“**IBF**” and together with SLG, the “**SLG Parties**”) have entered into a written Settlement Agreement which is attached hereto as **Exhibit A** (the “**Settlement Agreement**”).³

³ Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Settlement Agreement.

7. Pursuant to this Motion, the Assignee seeks the entry of an order approving the Settlement pursuant to the terms of the Settlement Agreement. In the context of an assignment under Chapter 727 of the Florida Statutes, the Assignee has the sole authority and standing to prosecute the Claims and enter into the Settlement. *Moffatt & Nichol, Inc. v. B.E.A. International Corp, Inc.*, 48 So.3d 896, 899 (Fla. 3d. DCA 2010) (finding that an assignee is the only party who has standing to pursue and settle fraudulent transfer, preferential transfer and other derivative claims); *Smith v. Effective Teleservices, Inc.*, 133 So.3d 1048, 1053 (Fla. 4th DCA 2014) (same).

8. The key terms of the Settlement are as follows:⁴ (i) the SLG Parties, jointly and severally, shall pay to the Assignee the Settlement Payment over time pursuant to the terms of the Settlement Agreement, including a meaningful downpayment and the balance over time; (ii) based on the consent of IPB, this Court shall have jurisdiction over the SLG Parties; (iii) based on the consent of the SLG Parties, this Court shall have the ability to enter and enforce the Consent Judgment in the event of a default, which is not cured within any applicable grace period, under the Settlement Agreement; (iv) the Assignee and the SLG Parties shall provide mutual general releases to each other, other than obligations under the Settlement Agreement, which shall be effective upon the SLG Parties' payment of the entire Settlement Payment; (v) the entry of a Bar Order (as defined below), which shall be effective upon the SLG Parties' payment of the entire Settlement Payment; and (vi) the Assignee shall dismiss with prejudice the Lawsuit against SLG upon receipt of the entire Settlement Payment.

⁴ The foregoing is a summary only of the terms of the Settlement Agreement. The terms of the Settlement Agreement shall control in the event of any inconsistencies.

Basis for Relief

A. The Settlement Agreement Should be Approved.

9. The statutory framework provided for assignment for the benefit of creditors cases authorizes the Court to approve the Settlement Agreement. Section 727.109 of the Florida Statutes specifically empowers the Court to enter an order approving “the compromise or settlement of a controversy” upon motion by the Assignee. Fla. Stat. § 727.109(7). Further, the Court is authorized to “[e]xercise any other powers that are necessary to enforce or carry out the provisions of this chapter.” Fla. Stat. § 727.109(15).

10. Although the assignment statutes provide for court approval of settlements proposed by an assignee, the statutes do not set forth any specific criteria for approving settlements. The Assignee submits that analogous bankruptcy principles should guide this Court’s evaluation of the Settlement Agreement. “State courts often look to federal bankruptcy law for guidance as to legal issues arising in proceedings involving assignments for the benefit of creditors.” *Moecker v. Antoine*, 845 So. 2d 904, 912 n.10 (Fla. 1st DCA 2003).

11. It is generally recognized that the law favors compromise of disputes over litigation. *In re Bicoastal Corp.*, 164 B.R. 1009, 1016 (Bankr. M.D. Fla. 1993) (Paskay, C.J.). Some bankruptcy courts have held that a proposed settlement should be approved unless it yields less than the lowest amount that the litigation could reasonably produce. *In re Holywell Corp.*, 93 B.R. 291, 294 (Bankr. S.D. Fla. 1988) (Weaver, J.). In *In re Justice Oaks II, Ltd.*, 898 F.2d 1544 (11th Cir. 1990), *cert. denied* 498 U.S. 959, (1990), the court enunciated certain factors which must be considered in determining whether to approve a compromise. These factors include the following:

- (i) The probability of success in the litigation;

- (ii) The difficulties, if any, to be encountered in the matter of collection;
- (iii) The complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and
- (iv) The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

Id.

12. ***The Probability of Success in Litigation.*** The terms of the Settlement Agreement satisfy the above *Justice Oaks* factors. The first factor of probability of success weighs in favor of approval of the Settlement Agreement when considered with the remaining factors. While the Assignee is confident in the merits of the Claims asserted, there is no certainty in litigation, including on appeal. Under the Settlement Agreement, the Claims are being resolved, thereby eliminating the risk and expense of prosecuting the Claims and, in turn, will allow the parties and the Court to avoid protracted litigation in which SLG would continue to vigorously defend such Claims. The litigation would require a number of factual determinations that would likely preclude summary judgment and require a trial, including expert testimony.

13. ***The Collection Factor.*** The second factor involving difficulties in collection weighs heavily in favor of approval of the Settlement Agreement. There is substantial doubt as to the collectability of any judgment that might be obtained against SLG. Therefore, in the Assignee's business judgment, the difficulty in collection factor was a critical component supporting the Settlement Agreement and weighs heavily in favor of approval of the Settlement Agreement.

14. ***Complexity of Litigation.*** The third factor of the complexity of the litigation weighs in favor of approval of the Settlement Agreement. Specifically, the Claims, are complex in nature, and will require a trial on the merits. In view of the foregoing, the complexity of the

Claims would result in continued litigation and a significant investment in legal and professional fees and costs with no assurances of success or collection.

15. ***Paramount Interests of Creditors.*** The last factor as to whether the Settlement is in the paramount interest of creditors weighs in favor of approval of the Settlement. The Assignee believes that the creditors in the Assignment Cases will support the approval of this Motion and the Settlement Agreement. The Settlement assures that unsecured creditors will receive a distribution. Therefore, the Assignee believes that the Settlement Agreement is in the best interest of the creditors of the Assignment Estates.

16. For the foregoing reasons, the Assignee submits that the Settlement satisfies the *Justice Oaks* factors and falls well above the lowest point in the range of reasonableness and, accordingly, should be approved.

B. The Bar Order, as Necessary Component of the Settlement Agreement, Should be Approved.

17. The Parties are seeking a Bar Order,⁵ as a necessary component of the Settlement. The Bar Order would become effective upon the SLG Parties paying the entire Settlement Payment.

18. Consistent with § 727.109(15), Fla. Stat., the Court has the power to approve the Bar Order because it can “exercise any other powers that are necessary to enforce or carry out

⁵ “Bar Order” shall mean an order of the Court that permanently enjoins, restrains, and bars all persons or entity from filing, commencing, conducting, demanding, litigating, asserting or continuing in any manner, directly, indirectly, or derivatively (i) any of the Plaintiff’s claims, (ii) any suit, action, claim, demand, or other proceeding (including, without limitation, any proceeding in any judicial, arbitral, administrative, or other forum) against, implicating, or involving the SLG Parties or their representatives or agents based upon any and all of their acts or omissions in any way that resulted in alleged harm to the Plaintiffs; or (iii) any claims related to the LSI Entities or the Assignment Cases, except that the Bar Order shall not apply to any governmental bodies or agencies in enforcing their police or regulatory powers. Notwithstanding anything herein to the contrary, the Bar Order shall not relieve the SLG parties of their obligations under the Settlement Agreement. An agreed form of Bar Order will be incorporated into the Parties’ proposed order approving this Settlement Agreement.

the provisions of this chapter.” Moreover, bar orders are established tools that bankruptcy courts use to achieve just and fair results in similar circumstances; and “state courts often look to federal bankruptcy law for guidance as to legal issues arising in proceeding involving assignments for the benefit of creditors.” *Phelan v. Antoine*, 845 So. 2d 904, 911 n.10 (Fla. 1st DCA 2003).⁶

19. The Bar Order satisfies the requirements of controlling Eleventh Circuit caselaw, including *Munford v. Munford (Matter of Munford, Inc.)*, 97 F.3d 449 (11th Cir. 1996) and its progeny. Bar orders are considered to be fair and equitable in the Eleventh Circuit under *Munford*, its progeny, and related law where: (i) the bar order fulfills the long-standing public policy of encouraging pretrial settlements; (ii) the settlement containing the bar order satisfies the requirements for the approval of settlements under *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), *cert. denied*, 498 U.S. 959 (1990)⁷; and (iii) the bar order satisfies the nonexclusive set of factors for approval of bar order set forth in *Munford*. See also, *In re Superior Homes & Investments, LLC*, 521 Fed. Appx. 895, 897 (11th Cir. 2013).

20. A state court in Hillsborough County has entered a bar order in an assignment for the benefit of creditors case. Order Approving Compromise, *Wild Rover Pub and Brewery, LLC*, 18-CA-010595 (Fla. 13th Cir. Ct., June 19, 2020). A state court entered a bar order to resolve

⁶ Citing *Blonder v. Cumberland Eng'g.*, 71 Cal. App. 4th 1057, 84 Cal. Rptr. 2d 216 (1999)); *Angeles Elec. Co. v. Superior Court*, 27 Cal. App. 4th 426, 32 Cal. Rptr. 2d 660 (1994); *In the Matter of the General Assignment for Benefit of Creditors of M.S. Ackerman, Inc.*, 19 Misc. 2d 260, 186 N.Y.S. 2d 406 (N.Y. Sup. Ct. 1959); *Pavone Textile Corp. v. Bloom*, 302 N.Y. 206, 97 N.E. 2d 755 (1951)).

⁷ In determining whether a proposed compromise is in the best interests of the estate under *Justice Oaks*, courts should consider the following factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interests of the creditors and a proper deference to their reasonable views in the premises.

litigation claims. Order Granting Motion for Bar Order, *Leslie Scott Osborne v. 360 Fly, Inc.*, Case No. CACE 19017819 (Fla. 17th Cir. Ct., Mar. 3, 2022).

21. Eleventh Circuit law regarding bar orders is clear: bar orders limiting or affecting non-settling parties' rights – inside and outside of bankruptcy – are a necessary and permissible tool available to accomplish meaningful settlements for the benefit of creditors of an estate. When a requested bar order is interrelated with a fiduciary's claim, is an essential and critical element of the settlement, is necessary to achieve complete resolution of the issues within the settlement agreement, and is fair and equitable, then the entry of a bar order is a proper exercise of the Court's power under Section 105 of the Bankruptcy Code.⁸ *In re Munford*, 97 F.3d at 450 (finding bankruptcy court had authority under section 105(a) to enter order barring claims against certain defendants).⁹

22. Courts in the Eleventh Circuit are not hesitant to enter bar orders in recognition of the importance they have in facilitating settlements. For example, the court in *Munford* specifically identified the important policy reasons for granting bankruptcy courts the power to enter bar orders: (a) "public policy favors pretrial settlement so as to prevent the depletion of the parties' resources and taxpayer dollars; litigation costs are particularly burdensome on a bankrupt estate"; and (b) "bar orders play an integral role in facilitating settlements." 97 F.3d 449, 455

⁸ 11 U.S.C. § 105 states, in part: "The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." This provision is similar to § 727.109(15), Fla. Stat., which gives the Court the power to "exercise any other powers that are necessary to enforce or carry out the provisions of this chapter."

⁹ *Apps v. Morrison (In re Superior Homes & Invs., LLC)*, 521 Fed. Appx. 895, 897 (11th Cir. 2013) (affirming bar order involving "suits between third parties" where cash and assets paid "would be exhausted by the non-Debtor Defendants' defense of state court cases"); *see also In re Evaluation Solutions, LLC*, 2013 WL 3306216 *1 (Bankr. M.D. Fla. June 27, 2013) (citing *In re Rothstein Rosenfeldt Adler, P.A.*, 2010 WL 3743885 *1 (Bankr. S.D. Fla. Sept. 22, 2010)).

(11th Cir. 1996). The court in *In re Fundamental Long Term Care, Inc.*, 492 B.R. 571, 576 (Bankr. M.D. Fla. 2013), when analyzing the *Superior Homes* case, noted that “the Eleventh Circuit affirmed the bankruptcy court’s entry of a bar order in *Superior Homes* because it, in part, prevented creditors from making ‘an end-run around the normal bankruptcy procedure for distribution of the Estate.’”

23. In the Settlement Agreement before this Court, the Assignee is not aware of any claims that have been asserted against the SLG Parties which would be impacted by the Bar Order. Similarly, the Assignee is unaware of creditors or parties in interest that would oppose the entry of the Bar Order.

24. The Assignee further states that the Claims are held exclusively by the Assignee and the Assignee asserts the compromise of the Claims is in the best interests of the Assignment Estates. Without the Bar Order, there would not be a compromise and the creditors’ recovery will necessarily be substantially reduced. Continued litigation against the SLG Parties would deplete resources in the Assignment Cases, prevent the additional infusion of the Settlement Payment in cash, and cause recovery to all creditors to be diminished. In order to consummate the compromise and advance the interests of all creditors in these Assignment Cases, the Assignee believes the Bar Order is necessary and meets the requirements of *Munford, Justice Oaks*, and their progeny.

25. *Munford* requires a bar order to fulfill the public policy of encouraging pretrial settlements. Here, there is no doubt that the Bar Order has encouraged the Parties to settle the Claims. Indeed, the Bar Order is a necessary term of the Settlement Agreement.

26. Most important of all, however, the Claims being compromised here all belong to the Assignee. *Moffatt & Nichol, Inc. v. B.E.A. Intern. Corp., Inc.*, 48 So. 3d 896, 899 (Fla. 3d

DCA 2010) (“Under the statutory scheme as it now exists, only an assignee has standing to pursue fraudulent transfers, preferential transfers or other derivative claims.”). Therefore, the Bar Order facilitates the compromise.¹⁰

C. The Court Should Approve the Fees to Special Counsel.

27. On June 24, 2019, the Assignee filed a *Motion to Employ Genovese Joblove & Battista, P.A. and Rocke, McLean & Sbar, P.A. as Special Litigation Counsel and to Pay Fees on a Contingency Fee Basis* (the “**Employment Motion**”)¹¹. On July 29, 2019, the Court entered an order granting the Employment Motion on the terms set forth in the Contingency Fee Contract (the “**Contract**”) attached hereto as **Composite Exhibit B** and further provided that any payment of compensation was subject to final approval by the Court.

28. Since that time, the Assignee’s special litigation counsel have investigated claims and causes of action available to the Assignee and filed and pursued the Lawsuit. In the Lawsuit, the Assignee’s special litigation counsel have responded to multiple motions to dismiss, prepared and filed amended pleadings, engaged in extensive discovery productions, conducted and defended multiple depositions, filed and approved summary judgment motions, defended summary judgment motions, and engaged in intensive settlement discussions and formal mediation.

¹⁰ The Eleventh Circuit has also indicated that bar orders may be appropriate in connection with confirmation of a plan of reorganization or liquidation. See *In re Seaside Engineering & Surveying, Inc.*, 780 F.3d 1070 (11th Cir. 2015). However, the Eleventh Circuit in *In re Centro Group, LLC*, 2021 WL 5158001 (11th Cir. 2021) ruled that the *Munford* factors apply to bar orders asserted in the settlement context, and the *Seaside* factors are limited to bar orders that are specifically sought within the reorganization context.

¹¹ After the filing of the Employment Motion, all of the professionals, paraprofessionals, and staff of Genovese Joblove & Battista, P.A. joined Venable, and the Assignee has filed a motion seeking to substitute Venable as special counsel for the Assignee in place of Genovese, Joblove and Battista, P.A.

29. The fact-intensive claims against SLG in the Lawsuit involved voluminous documents, and complex issues. The Assignee's special litigation counsel both specialize in the handling of complex business disputes involving insolvent entities and were specifically approved by the Court to represent the Assignee.

30. The combined efforts of the Assignee's special litigation counsel secured an agreement to make the Settlement Payment.

31. In the aggregate, under the terms of the Contract approved by the Court, the total contingency fee to be paid to Venable and Locke McLean is [REDACTED] calculated based on the percentage of the Settlement Payment set forth in the Employment Motion and Contract. By agreement between such law firms, the legal fees shall be allocated with [REDACTED] paid to Venable and [REDACTED] paid to Locke McLean. Such fees shall be paid on a pro-rata basis within ten (10) days after each of the Initial Payment and each Quarterly Payment under the Settlement Agreement.

32. Section 727.109(10) empowers the Court to "[a]pprove reasonable fees and the reimbursement of expenses for the assignee and all professional persons retained by the assignee, upon objection of a party in interest or upon the court's own motion." The Assignee requests authority to pay the professional fees and costs set forth above. The fees requested herein are eminently reasonable given the complexity of the Lawsuit, the risk involved, the delay in payment and in light of the excellent results achieved.¹²

¹² The contingency fee limitations provided for in Rule 4-1.5(f) of the Rules Regulating the Florida Bar do not apply to commercial litigation cases. The Commentary to Rule 4-1.5 specifically states that "Rule 4-1.5(f) should not be construed to apply to actions or claims seeking property or other damages arising in the commercial litigation context. In any event, the Court held a hearing on June 27, 2019 wherein the contingency fee agreement was specifically approved by the Court.

WHEREFORE, the Assignee respectfully requests that this Court enter an order, in substantially the form of the order attached as Exhibit A to the Settlement Agreement, (i) granting this Motion, (ii) approving the Settlement pursuant to Section 727.109(7) of the Florida Statutes, (iii) approving the payment of the professional fees requested herein, and (iv) granting such other and further relief as is just and proper.

/s/ Scott A. Stichter

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion for (A) Order Approving Compromise of Claims Against SLG LSI Investment, LLC and International Private Bank and (B) Order Authorizing Payment of Professionals Fees* has been furnished on this 17th day of August, 2023 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 list attached.

/s/ Scott A. Stichter

Scott A. Stichter

EXHIBIT A
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT TO RESOLVE, RELEASE AND BAR CLAIMS

This Settlement Agreement to Resolve, Release and Bar Claims (“Agreement”) is dated as of August 15, 2023 and is by and between Soneet R. Kapila (the “Assignee” or “Plaintiff”), in his capacity as the Assignee of Laser Spine Institute, LLC (“LSI”) and each of the following affiliated entities (collectively, the “Companies”): 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 Surgery 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 Center, LLC; Laser Spine Institute Consulting, LLC; and Laser Spine Surgery Center of Oklahoma, LLC (LSI and the Companies are collectively referred to as the “LSI Entities”), on one hand; and SLG LSI Investment, LLC (“SLG”) and International Private Bank (“IPB”) (collectively SLG and IPB are hereinafter referred to as the “SLG Parties”), on the other hand. The parties to this Agreement are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, on March 14, 2019, LSI executed and delivered an assignment for the benefit of creditors to the Assignee. Also on March 14, 2019, the Assignee filed a Petition with the Circuit Court for Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Consolidated Case Number 2019-CA-2762 pursuant to section 727 of the Florida Statutes (the “LSI Assignment Case”).

WHEREAS, simultaneous with the filing of the LSI Assignment Case, the Assignee filed 15 other Petitions commencing an assignment for the benefit of creditors proceeding for each of the 15 Companies (such 15 assignment cases and the LSI Assignment Case are collectively referred to as the “Assignment Cases”).

WHEREAS, Plaintiff, as Assignee of the LSI Entities, filed the following lawsuit against SLG: *Soneet R. Kapila v. SLG LSI Investment, LLC*, Thirteenth Judicial Circuit, Hillsborough County, Florida, Case No. 19-CA-6909 (the “Lawsuit”).

WHEREAS, the Lawsuit asserts claims and causes of action against SLG for the avoidance and recovery of alleged fraudulent transfers in the amount of \$11,047,394 received by SLG in connection with the Dividend Recapitalization as defined in the Lawsuit (the “Claims”).

WHEREAS, SLG has denied any liability for or related to the Claims, and has been aggressively defending the Claims leading up to a trial on the Claims that was scheduled to commence on or about July 31, 2023.

WHEREAS, in order to avoid the expense, delay and risk of litigation of the Claims, the Parties engaged in extended and good faith settlement negotiations for an extended period of time, including through the use of Roy Kobert as a mediator (the “Mediator”), which initially occurred in person and thereafter by telephone and email (the “Mediation”), and resulted in the settlement contained herein.

WHEREAS, based on and as a result of the Mediation and the settlement discussions in connection therewith, the Parties desire to enter into this Agreement to provide for the final compromise, resolution, and settlement of any and all claims and disputes between the Assignee and SLG, including, but not limited to, those disputes related to the Claims, all in accordance with the terms and conditions set forth in this Agreement – each and every term and condition being integral to the Parties' decision to settle.

WHEREAS, the Parties have signed this Agreement of their own free will and volition, with full recognition and understanding of their respective rights and obligations under, and the legal effect of, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, agreements, covenants, and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, with the intention of being legally bound, hereby agree as follows:

1. Recitals. The recitals to this Agreement are true and correct and expressly incorporated into this Agreement as mutually stipulated facts between the Parties.

2. Approval of Agreement by the Circuit Court. This Agreement is subject to approval by the Circuit Court for the Thirteenth Judicial Circuit, Hillsborough County, Florida presiding over the Assignment Cases (the "Circuit Court"). Within three (3) business days after the execution of this Agreement by the Parties, the Assignee shall file with the Circuit Court a motion, with notice to those creditors and parties in interest set forth on the master service list maintained by the Assignee in the Assignment Cases, seeking approval of this Agreement (the "Settlement Motion"). Unless otherwise stated herein, this Agreement shall become effective on the date upon which all of the following conditions precedent have occurred (the "Effective Date"):

a. The Circuit Court has entered an order approving this Agreement (the "Approval Order") which contains a bar order in a form acceptable to the SLG Parties, a copy of which is attached hereto as Exhibit "A" (the "Bar Order"); and

b. The Approval Order has become a "Final Order," as defined below.

3. Cooperation. The Parties agree to cooperate with each other in seeking the entry of the Approval Order. In the event the Circuit Court denies the Settlement Motion or in the event the Approval Order is reversed, vacated or otherwise invalidated by an appellate court having jurisdiction over the Approval Order, then (i) the terms of this Agreement shall become null and void, (ii) the Parties shall be returned to their *status quo ante*, and (iii) the Parties agree to cooperate to have the Lawsuit placed on the next available trial docket. For avoidance of doubt, the Assignee may, but under no circumstances shall be required to either (i) appeal an order of the Circuit Court which denies the Settlement Motion, or (ii) to defend any appeal of the Approval Order.

4. Approval Order Becoming a Final Order. The Approval Order shall become a final order (the “Final Order”) if (i) the Circuit Court has entered the Approval Order and the time to appeal has expired (which the parties agree is 30 days from the date of rendition of the Approval Order) and no timely appeal has been filed, or (ii) the Circuit Court has entered the Approval Order and any timely appeal filed has been voluntarily withdrawn or upheld by the highest court having appellate jurisdiction over the Approval Order) to which the Approval Order was appealed.

5. Settlement Payment. The SLG Parties, jointly and severally, and with time being of the essence, agree to pay to the Plaintiff by wire transfer instructions to be provided by Plaintiff the total sum of [REDACTED] (the “Settlement Payment”

- a. An amount equal to [REDACTED] to be paid within 5 business days after the Approval Order becomes a Final Order (the “Initial Payment”); and
- b. The remaining [REDACTED] to be paid in four (4) equal quarterly payments of [REDACTED] each, with the first quarterly payment due on the 90th day after the date the Initial Payment is due and each of the three (3) subsequent quarterly payments due on or before 90 days after the date the prior quarterly payment is due (collectively, the “Quarterly Payments”).

6. Consent Judgment. In the event any of payments are not paid when due, subject to the expiration of a fifteen (15) calendar day grace period after each respective due date, then the SLG Parties acknowledge, agree, consent to, and stipulate that the Plaintiff shall be entitled to the immediate entry of a consent judgment against the SLG Parties, jointly and severally, in the amount of \$11,047,394 (the “Consent Judgment”), which Consent Judgment shall be in the form attached hereto as Exhibit “B” and shall be obtained by the Plaintiff submitting a sworn affidavit, together with the Consent Judgment, with the Circuit Court attesting under penalty of perjury to the occurrence of a payment default hereunder. The Plaintiff shall not be entitled to pre-judgment interest on the Consent Judgment; however, post-judgment interest on the Consent Judgment shall accrue at the statutory rates provided under Florida law. Each of the SLG Parties consents and, as applicable, submits to the jurisdiction of the Circuit Court currently presiding over the Lawsuit, and agrees that the Circuit Court has jurisdiction over each of the SLG Parties to enter and enforce the Consent Judgment to the extent necessary. The Parties agree that the Lawsuit shall not be closed unless and until the Settlement Payment is paid in full as set forth hereunder. Notwithstanding anything herein to the contrary, in the event that (i) the SLG Parties default in making the Initial Payment, and (ii) IPB fails to deliver to the Assignee on or before the date the Initial Payment is due financial information that the Assignee, in his sole and exclusive discretion, deems sufficient to substantiate IPB’s means with which to pay the Settlement Payment, then the Plaintiff shall be entitled to a Consent Judgment in the amount of \$15,000,000.

7. Consent to Jurisdiction. IPB agrees to, and hereby subjects itself to, the jurisdiction of the Circuit Court for all purposes hereunder, including the entry and enforceability of the Consent Judgment and irrevocably consents to personal jurisdiction

in Florida and the Circuit Court with respect to the operation and enforcement of this Agreement and the entry and enforceability of the Consent Judgment.

8. Representations and Warranties. As a material inducement for the Plaintiff to enter into this Agreement, each of the SLG Parties represents and warrants that collectively the SLG Parties have adequate assets in excess of their collective liabilities, including the Settlement Payment due hereunder, to pay the Settlement Payment, and have no reason to believe that the Settlement Payment will not and cannot be made as agreed to in this Agreement.

9. Bar Order Requirement. As a material element of this Agreement, the Approval Order shall contain the Bar Order, which shall permanently, enjoin, restrain and bar all persons and entities from filing, commencing, conducting, asserting, or continuing in any manner, directly, indirectly, or derivatively: (i) any of the Plaintiff's Claims; (ii) any suit, action, claim, demand, or other proceeding (including, without limitation, any proceeding in any judicial, arbitral, administrative, or other forum) against, implicating, or involving the SLG Parties and any of their representatives or agents based upon any and all acts or omissions that resulted in alleged harm to the Plaintiff; or (iii) any claims against the SLG Parties related to the LSI Entities or the Assignment Cases except that the Bar Order shall not apply to any governmental bodies or agencies in enforcing their police or regulatory powers. Notwithstanding anything herein to the contrary, the Bar Order shall not relieve the SLG Parties of their obligations under this Agreement. Notwithstanding anything herein to the contrary, the Parties agree that the Bar Order shall only become effective upon the SLG Parties making the Settlement Payment as required above.

10. General Release.

Effective immediately upon the SLG Parties making the Settlement Payment as required above, Plaintiff, on behalf of himself as Assignee and the LSI Entities, (the "Assignee Releasors"), hereby irrevocably, unconditionally and forever release, waive and discharge the SLG Parties and each of their respective current or former directors, officers, managers, members, shareholders, attorneys, employees, agents, representatives, beneficiaries, predecessors, successors, assigns, insurers, parents, subsidiaries, affiliates, legal owners, beneficial owners, trustees, or affiliates' trustees (collectively, the "SLG Releasees") from and against any and all claims (including the Claims), causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, damages, liabilities and demands of any kind whatsoever in law or in equity, whether known or unknown, suspected or unsuspected, contingent or fixed, including attorneys' fees and costs that any of the Assignee Releasors now have, have had or in the future may have against any of the SLG Releasees arising out of, related to or in connection with, directly or indirectly the Assignment Cases, the LSI Entities, the Claims asserted in the Lawsuit, and all claims that could have been asserted in the Lawsuit or otherwise (collectively, the "Assignee Released Matters"). In making this Release to the SLG Releasees, the Assignee Releasors understand and acknowledge that they may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of this release, but agree that they have taken the possibility into account in reaching this Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which they expressly assume

the risk, the Assignee Releasors fully, finally, and forever settle and release all claims related to the Claims or in any way relating to the Assignment Cases, the LSI Entities, the Claims asserted in the Lawsuit, and all claims that could have been asserted in the Lawsuit or otherwise, against the SLG Releasees as set forth above.

Effective immediately upon the SLG Parties making the Settlement Payment as required above, the SLG Parties and each of their respective directors, officers, managers, members, shareholders, attorneys, employees, agents, representatives, beneficiaries, predecessors, successors, assigns and insurers (the "SLG Releasors") hereby irrevocably, unconditionally and forever release, waive and discharge Plaintiff, on behalf of himself as Assignee and the LSI Entities, and each of their respective current and former directors, officers, managers, members, shareholders, attorneys, employees, agents, representatives, beneficiaries, predecessors, successors, assigns and insurers (collectively, the "Assignee Parties") from and against any and all claims, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, damages, liabilities and demands of any kind whatsoever in law or in equity, whether known or unknown, suspected or unsuspected, contingent or fixed, including attorneys' fees and costs that any of the SLG Releasors had, have or in the future may have against the Assignee Parties or any of them arising out of, related to or in connection with, directly or indirectly, the Assignment Cases (including any proofs of claims filed therein), the LSI Entities, the Claims asserted in the Lawsuit, and all claims that could have been asserted in the Lawsuit (collectively, the "SLG Released Matters," and together with the Assignee Released Matters, the "Released Matters").

The SLG Released Parties and the Assignee Parties (together, the "Releasors") acknowledge that (a) they may have sustained damages, expenses and losses in connection with the Released Matters released hereunder which are presently unknown or not suspected and that such damages, expenses and losses, if any, may give rise to additional damages, expenses and losses in the future which are not now anticipated by them, and (b) this Agreement and the foregoing releases have been negotiated and agreed upon despite this realization and, being fully advised, expressly waive any and all rights they may have under any statute, including but not limited to §1542 of the California Civil Code, or common law principle which would limit the effect of the foregoing release to those claims actually known or suspected to exist at the time of the effectiveness of the foregoing release. California Civil Code §1542 provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

It is the intention of the Releasors, notwithstanding the possibility that the Releasors discover or gain a more complete understanding of the facts, events or law which, if presently known or fully understood, would have affected the foregoing release, this Agreement shall be deemed to have fully, finally and forever settled any and all claims based on the Released Matters, without regard to the subsequent discovery or existence of different or additional facts, events or law.

Notwithstanding the foregoing and notwithstanding anything herein to the contrary, (i) the releases contained herein from the Assignee Releasors to the SLG Releasees do not and shall not include or release any claims and causes of action based on fraudulent transfer theories or otherwise that the Assignee has against any party other than the SLG Releasees including without limitation, claims for the avoidance and recovery of a transfer of money or property made by the LSI Entities to or against any other individuals and entities (excluding the SLG Releasees) in other pending lawsuits other than the Lawsuit, (ii) the release hereunder shall only release the SLG Releasees from claims arising out of the \$11,047,394 received by SLG in connection with the Dividend Recapitalization that is the subject of the Lawsuit, and (iii) all claims and causes of action of the Plaintiff arising out of Dividend Recapitalization amounts paid out, other than the \$11,047,394 received by SLG, as well as any and all other potential claims of the Assignee, including, without limitation, potential claims against Holland & Knight (the “Excluded Recapitalization and Malpractice Claims”), shall be preserved, reserved and not released hereunder. As a material element of this Agreement, the SLG Parties represent that none of the SLG Releasees are transferees, subsequent transferees or otherwise recipients of the Excluded Recapitalization and Malpractice Claims and that this Agreement shall not release or otherwise negatively impact or release the Excluded Recapitalization and Malpractice Claims.

Nothing in the release provisions of this Agreement is intended to relieve the Parties of any of their obligations set forth within this Agreement.

11. Dismissal with Prejudice. The Parties agree to execute Joint Stipulations for Dismissal with Prejudice with the Parties bearing their own attorneys’ fees and costs which shall be held in escrow by counsel for the SLG Parties and filed upon its payment of the Settlement Payment as required above.

12. No Admission of Liability. The Parties understand and agree that neither this Agreement nor any of the undertakings referenced in this Agreement constitute any admission of liability or otherwise, which is expressly denied.

13. Attorneys’ Fees. The Parties understand and agree that each Party shall bear its own costs and attorney’s fees incurred in the Lawsuits and in connection with the preparation of this Agreement and resolution of this matter. However, the Parties agree that the prevailing party in any dispute related to or arising out of or relating to the enforcement and interpretation of this Agreement, or the collection of or under the Consent Judgment shall be entitled to recover his or its attorneys’ fees and costs.

14. Paragraph Headings. The headings of the paragraphs of this Agreement are inserted only for the purpose of convenience of reference and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.

15. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce or interpret this Agreement shall lie exclusively in the Assignment Case pending before the Circuit Court .

The Parties irrevocably consent to personal jurisdiction and venue in Hillsborough County, Florida.

16. Authorization, Acknowledgement, Interpretation, and Entirety. By each signature to this Agreement, each undersigned warrants that he or she is duly and fully authorized to execute and deliver this instrument for and on behalf of the entity or organization for which that person signs. Each Party has reviewed and participated in the drafting of this Agreement, and received the advice of their own independent, respective counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. Each person signing below represents and warrants that such person has been duly authorized to execute this Agreement, and that upon execution hereof, the Agreement shall be a valid, legal and fully binding agreement upon all parties to this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements on the subject matter hereof, and is the only binding agreement of settlement among the Parties.

17. Modification. This Agreement cannot be modified, changed or revised except in a writing signed by the Parties and approved by the Circuit Court.

18. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall constitute an original document and evidence of the execution of this Agreement by the Party signing such counterpart. The combination of the counterparts shall constitute one agreement, which shall not be effective and binding on any Party unless and until a counterpart has been signed by each Party to this Agreement. Electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

19. No Other Representation. Each Party acknowledges that it has freely decided to enter into this Agreement of its own will and without relying on any representation of any other party, other than those expressly set forth in this Agreement.

20. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

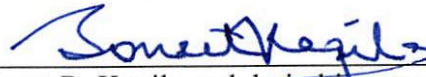
21. Time Of the Essence. Time is of the essence with respect to the performance of this Agreement.

22. Confidentiality. The Parties agree that the Confidentiality Order remains in place and they shall continue to abide by the Confidentiality Order. **The Parties further agree that whenever any of them files in the Court record a copy of this Agreement or any document stating the amount of the Settlement Payment (or any component of the Settlement Payment), the dollar amount(s) shall be redacted prior to filing. Unredacted copies of such documents can and shall be served when necessary (i.e. on creditors, interested parties, and the Court when providing notice, soliciting consent,**

and advocating for the Court's approval), but the *filed* versions shall be redacted. In addition, the Parties agree not to publish or cause to be published the terms of this Agreement on any website, newspaper, magazine, periodical or on any other public domain, nor shall such terms be disclosed to the press at any time. Notwithstanding the foregoing and without limitation, the Parties agree that the Plaintiff is permitted to disclose the terms of the Agreement with other litigants and as required by the Circuit Court and applicable law. The Parties also agree that none of them shall be responsible for the actions of third parties regarding disclosure of this Agreement or the terms hereof.

In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: August __, 2023

By: 
Soneet R. Kapila, solely in his capacity as Assignee

SLG LSI Investment, LLC

By: _____
Its _____

International Private Bank

By: _____
Its _____

and advocating for the Court's approval), but the *filed* versions shall be redacted. In addition, the Parties agree not to publish or cause to be published the terms of this Agreement on any website, newspaper, magazine, periodical or on any other public domain, nor shall such terms be disclosed to the press at any time. Notwithstanding the foregoing and without limitation, the Parties agree that the Plaintiff is permitted to disclose the terms of the Agreement with other litigants and as required by the Circuit Court and applicable law. The Parties also agree that none of them shall be responsible for the actions of third parties regarding disclosure of this Agreement or the terms hereof.

In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: August __, 2023

By: _____
Soneet R. Kapila, solely in his capacity as Assignee

SLG LSI Investment, LLC

By:  _____
Michael Allietta
Its _____
Authorized Signer

International Private Bank


By:  _____
Michael Allietta
Its _____
President

EXHIBIT A
APPROVAL/BAR ORDER

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

In re:

Laser Spine Institute, LLC¹
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.

**ORDER GRANTING ASSIGNEE'S MOTION FOR
(A) ORDER APPROVING SETTLEMENT AND COMPROMISE
OF CLAIMS AGAINST SHERIDAN LEGACY GROUP, AND
(B) ORDER AUTHORIZING PAYMENT OF PROFESSIONAL FEES**

THESE CASES came before the Court for hearing on _____, 2023, at __:__.m. (the

“Hearing”) upon the *Assignee's Motion for (A) Order Approving Settlement and Compromise of*

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”).

Claims Against SLG LSI Investment, LLC, and (B) Order Authorizing Payment of Professional Fees (the “**Compromise Motion**”) filed by Soneet R. Kapila as Assignee.²

The Court, having considered the Compromise Motion, the Settlement Agreement, the record in the Assignment Cases, and argument of interested parties, finds and concludes as follows:³

A. This Court has jurisdiction to hear and consider the Compromise Motion, the proposed settlement, and the compromise and related relief contained therein.

B. Notice has been provided to those creditors and parties in interest as set forth on the master service list maintained by the Assignee in these Assignment Cases.

C. Due, proper, and sufficient notice of the Compromise Motion and of the hearing on the Compromise Motion was given to those creditors and parties in interest set forth on the master service list maintained by the Assignee in the Assignment Cases. Such notice was proper, adequate, and satisfied the requirements of Sections 727.109(7) and 727.111(4), Florida Statutes and prior order of this Court.

D. In the context of a Chapter 727 assignment, the Assignee has the sole authority and standing to prosecute the claims being resolved and to enter into a settlement in connection therewith. *Moffatt & Nichol, Inc. v. B.E.A. International Corp, Inc.*, 48 So.3d 896, 899 (Fla. 3d DCA 2010) (finding that an assignee is the only party who has standing to pursue and settle fraudulent transfer, preferential transfer and other derivative claims); *Smith v. Effective Teleservices, Inc.*, 133 So.3d 1048, 1053 (Fla. 4th DCA 2014) (same).

² Capitalized terms not defined in the Order shall have the meaning set forth in the Compromise Motion.

³ The findings of fact and conclusions of law stated in this Order shall constitute the Court’s findings of fact and conclusions of law. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed. To the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

E. The settlement and compromise embodied in the Settlement Agreement falls within the reasonable range of possible litigation outcomes and reflects the Assignee's appropriate exercise of his business judgment.

F. The settlement and compromise embodied in the Settlement Agreement is in the best interests of creditors and the Assignment Estates because the settlement will generate a significant recovery for the Assignment Estates and will avoid the substantial risk, delay, and expense associated with the continued litigation and likely appeals of the claims being settled.

G. The terms of the Settlement Agreement, including without limitation, the Settlement Payment, the Bar Order, and mutual releases provided for in the Settlement Agreement, are above the lowest level in the range of reasonableness and in all respects satisfy the standards set forth in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544, 1549 (11th Cir. 1990), for approval of a compromise of a controversy on behalf of the Assignment Estates.

Based on the findings above and for the reasons stated in the Compromise Motion and on the terms of the Settlement Agreement, which shall constitute the decision of the Court, it is

ORDERED as follows:

1. The Compromise Motion is granted.
2. The Settlement Agreement is approved in all respects. The failure to specifically describe or include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Settlement Agreement be approved and it is so ordered in its entirety.
3. The Parties are authorized and directed to implement and comply with the terms and conditions of the Settlement Agreement.
4. Settlement Payment. The SLG Parties, jointly and severally, agree to pay the

Settlement Payment pursuant to the terms of the Settlement Agreement.

5. Consent Judgment. In the event either the Initial Payment or any of the Quarterly Payments are not paid when due, subject in the case of the Quarterly Payments to the expiration of a fifteen (15) calendar day grace period after each respective due date, the Plaintiff shall be entitled to immediate entry of a consent judgment against the SLG Parties, jointly and severally, as detailed in the Settlement Agreement. (the “**Consent Judgment**”). Pursuant to the SLG Parties’ consent and the terms of the Settlement Agreement, this Court shall have continuing jurisdiction over each of the SLG Parties, including jurisdiction to enter and enforce the Consent Judgment to the extent necessary. The Lawsuit shall not be closed unless and until the Settlement Payment is paid in full as set forth hereunder.

6. Consent to Jurisdiction. Based on IPB’s consent, IPB shall be subject to the jurisdiction of this Court for all purposes hereunder, including the entry and enforceability of the Consent Judgment and shall have irrevocably consented to personal jurisdiction in Florida and this Court with respect to the operation and enforcement of the Settlement Agreement and the entry and enforceability of the Consent Judgment.

7. Releases. The General Releases set forth in paragraph 9 of the Settlement Agreement are approved and the General Releases shall be effective upon the Assignee’s receipt of the entire Settlement Payment in cleared funds.

8. Bar Order. This Court finds that the entry of a Bar Order is an integral part of this settlement and Compromise without which this settlement could not be consummated. This Court also finds that the Bar Order is fair and equitable under the prevailing law in the Eleventh Circuit, *In re Munford*, 97 F.3d 449 (11th Cir. 1996) and its progeny. The below Bar Order shall become effective upon the receipt of the entire Settlement Payment in cleared funds. Accordingly, this

Court orders as follows:

All persons and entities are permanently enjoined, restrained, and barred from filing, commencing, conducting, asserting, or continuing in any manner, directly, indirectly, or derivatively: (i) any of the Plaintiff's Claims; (ii) any suit, action, claim, demand, or other proceeding (including, without limitation, any proceeding in any judicial, arbitral, administrative, or other forum) against, implicating, or involving the SLG Parties or any of their representatives or agents based on any and all acts or omissions that resulted in alleged harm to the Assignor or is related to liabilities of the Assignor; or (iii) any claims against the SLG Parties related to the LSI Entities or Assignment Cases; except that the Bar Order shall not apply to any governmental agencies in enforcing their police or regulatory powers. Notwithstanding anything herein to the contrary, the Bar Order shall not relieve the SLG Parties of their obligations under the Settlement Agreement.

9. Dismissal of Lawsuit. Upon the receipt of the Settlement Payment, the Assignee shall dismiss with prejudice the Lawsuit.

10. Retention of Jurisdiction. The Court retains jurisdiction to enforce this Order, to give effect to the compromise, and to resolve any issues or claims that arise out of or impact this Order or compromise.

11. Approval of Contingency Fees. The Court approves the total contingency fee to Venable, LLP and Rocke McLean & Sbar requested in the Compromise Motion, which shall be calculated based on the percentage of the Settlement Payment the firms were entitled to receive under the Employment Motion and Contract. Pursuant to the agreement between such firms, the Assignee is authorized to pay the contingency fee from each payment received, one-half paid to Venable, LLP, and one-half paid to Rocke McLean & Sbar. Provided, however, that a pro-rated portion of such fee shall be paid within ten (10) days after payment of each of the Initial Payment and each Quarterly Payment under the Settlement Agreement.

12. Counsel for the Assignee shall serve this Order upon all interested parties and their counsel, including the creditors of the Assignment Estates.

DONE AND ORDERED in Hillsborough County, Florida, on August ____, 2023.

DARREN FARFANTE
Circuit Court Judge

Copies to: Counsel of record

EXHIBIT B
CONSENT JUDGMENT

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

SONEET R. KAPILA, as Assignee,

Plaintiff,

CASE NO.: 19-CA-006909

v.

DIVISION: L

SLG LSI INVESTMENT, LLC,

Defendant.

_____ /

CONSENT FINAL JUDGMENT

THIS CAUSE came before the Court upon the sworn affidavit of Default filed by the Plaintiff, Soneet R. Kapila (the “Affidavit”) in accordance with the parties’ July 31, 2023 Settlement Agreement (the “Settlement Agreement”). The Affidavit sets forth the facts demonstrating the default under the Settlement Agreement and the amount due in accordance with the Settlement Agreement. As such, SLG LSI Investment, LLC and International Private Bank have defaulted under the Settlement Agreement and such default was not cured within the applicable fifteen (15) calendar day grace period, and consented to the entry of final judgment (the “Consent Final Judgment”) upon such uncured default. Therefore, having reviewed the court file, the filings and otherwise being fully apprised in the premises, the Court finds that Soneet R. Kapila is entitled to entry of this Consent Final Judgment. Accordingly, it is thereupon,

ORDERED AND ADJUDGED:

1. Soneet R. Kapila shall recover from , SLG LSI Investment, LLC and International Private Bank, jointly and severally, the sum of \$11,047,394 (or \$15,000,000), without interest, all for which sum let execution issue forthwith.

2. Soneet R. Kapila's address is 1000 South Federal Highway, Suite 200, Ft. Lauderdale, FL 33316.

3. The last known address for SLG LSI Investment, LLC is Wrigley Building, South Tower, 400 North Michigan Avenue, Suite 900, Chicago, Illinois 60611.

4. The last known address for International Private Bank is 1600 Kongens Gade, St. Thomas, VI 00802.

5. SLG LSI Investment, LLC and International Private Bank shall each complete, under oath, Fla. R. Civ. P. Form 1.977 (Fact Information Sheet) attached hereto, including all required attachments, and return it to Soneet R. Kapila's attorney within 30 days from the date of entry of this Consent Final Judgment unless the Consent Final Judgment Amount is satisfied within the 30-day deadline.

6. Jurisdiction over this case and its parties is retained to enter further orders as necessary, including, without limitation, orders associated with the collection and enforcement of the Consent Final Judgment, orders to compel SLG LSI Investment, LLC and International Private Bank to complete Form 1.977, including all required attachments, and to enter such orders regarding entitlement to attorneys' fees and costs.

DONE AND ORDERED in Hillsborough County, Florida, on the ____ day of

_____, _____.

CIRCUIT COURT JUDGE

Copies furnished to:

Robert L. Rocke, Esq.
Gregory M. Garno, Esq.
Jonathan B. Sbar, Esq.
John L. Dicks, Esq.
Steven R. Wirth, Esq.

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").

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

June 17, 2019

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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: Sonnet Kapila,
Assignee

MASTER LIMITED NOTICE SERVICE LIST
September 14, 2022

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
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Jacksonville, FL 32256

Medport Billing, LLC (MAIL RETURNED)
6352 S. Jones Blvd., #400
Las Vegas, NV 89118

U.S. Bank Equipment Finance
1310 Madrid St.
Marshall, MN 56258

Maricopa County Treasurer
ATTN: John M. Allen
301 W. Jefferson Street, Suite 100
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Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)

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