

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.

**AMENDED ORDER GRANTING ASSIGNEE’S MOTION FOR [A] ORDER
APPROVING SETTLEMENT AGREEMENT WITH JILL DIANE ST. LOUIS
AND [B] ORDER AUTHORIZING PAYMENT OF PROFESSIONAL FEES²**

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”).

² This Amended Order shall amend and supersede this Courts Order Granting Assignee’s Motion for [A] Order Approving Settlement and Compromise of Claims Against Jill Diane St. Louis, and [B] Order Authorizing Payment of Profession Fees dated December 15,2023

THIS CASE came on for consideration upon the *Assignee's Motion for [A] Order Approving Settlement Agreement with Jill Diane St. Louis and [B] Order Authorizing the Payment of Professional Fees* (the “**Compromise Motion**”) filed by Soneet R. Kapila (the “**Assignee**”).³ The Compromise Motion was filed on November 22, 2023, and was served by negative notice to all parties on the master service list. No objection to the Compromise Motion was filed. The Court finds that under the circumstances of this case, due and sufficient notice of the Compromise Motion was provided to parties, and that such notice was adequate and appropriate. Therefore, any requests for other and further notice shall be and hereby are dispensed with and waived, and no other or further notice is necessary.

The Court having considered the Compromise Motion, the Settlement Agreement, the record in the Assignment Cases, and lack of objections to the Compromise Motion, finds and concludes as follows:⁴

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,

³ Capitalized terms not defined in the Order shall have the same meaning set forth in the Compromise Motion or Settlement Agreement, as applicable.

⁴ 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 findings of fact shall be determined to be a conclusion of law, it shall be so deemed. To the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

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 is the sole owner of and has the exclusive right to assert and settle the FT Claims being resolved in the Settlement Agreement. *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).

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 and mutual releases provided for in the Settlement Agreement, fall well 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 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. St. Louis agrees to pay the Settlement Payment pursuant to the terms of the Settlement Agreement.
5. Consent Judgment. In the event that either the Initial Payment, any of the Quarterly Payments, or the Balloon Payment are not paid when due, subject in the case of the Quarterly Payments to the expiration of five (5) business day notice period as set forth in the Settlement Agreement, the Plaintiff shall be entitled to immediate entry of a consent judgment against St. Louis as detailed in the Settlement Agreement (the “**Consent Judgment**”). Pursuant to St. Louis’ consent and terms of the Settlement Agreement, this Court shall have continuing jurisdiction over St. Louis, 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. Releases. The General Releases set forth in paragraph 7 of the Settlement Agreement are approved in accordance with the terms thereof.
7. Dismissal of Lawsuit. Upon the receipt of the Settlement Payment in full, the Assignee shall dismiss with prejudice the Lawsuit.

8. 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.

9. Approval of Contingency Fees. The Court approves a total contingency fee to Venable, LLP and Roche McLean & Sbar in the aggregate amount of \$450,000, calculated based on the percentage of the Settlement Payment previously approved by this Court. Pursuant to the agreement between such firms, the Assignee is authorized to pay from the Settlement Payment \$225,000 to Venable, LLP, and \$225,000 to Roche McLean & Sbar upon receipt of the Settlement Agreement, provided, however, that a pro-rated portion of such fee shall be paid within ten (10) days of each Initial Payment, each Quarterly Payment, and the Balloon Payment under the Settlement Agreement.

10. Counsel for the Assignee shall serve this Order upon the Limited Notice Parties List.

DONE and ORDERED in Hillsborough County, Florida on this ____ day of _____, 2024.

Electronically Conformed 1/3/2024
Darren D. Farfante

Darren Farfante
Circuit Court Judge

Copies to: Counsel of record