

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
www.flsb.uscourts.gov

In re:

MBMG HOLDING, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11 Cases

Case No. \_\_\_\_\_

(Jointly Administered)

**DEBTORS' APPLICATION FOR APPROVAL OF THE EMPLOYMENT OF  
BERGER SINGERMAN LLP AS COUNSEL TO THE DEBTORS-IN-POSSESSION,  
EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) file this application (the “Application”) seeking the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), authorizing the Debtors’ employment and retention of Berger Singerman LLP (“BSLLP”) as their counsel in connection with the Debtors’ Chapter 11 Cases (defined herein), effective as of the Petition Date (as defined below). In support of this Application, the Debtors rely upon the *Declaration of Paul Steven Singerman, on Behalf of Berger Singerman LLP as Proposed Counsel to the Debtors-In-Possession, Effective as of the Petition Date* (the “Singerman Declaration”), attached hereto as **Exhibit B**, and respectfully state as follows:

<sup>1</sup> The address of the Debtors is 7500 S.W. 8th Street, Ste. 400, Miami, Florida 33144. The last four digits of the Debtors’ federal tax identification numbers are: (i) Care Center Medical Group, LLC (9052); (ii) Care Center Network, LLC (5784); (iii) CCMC Physician Holdings, Inc. (4532); (iv) Clinical Care Pharmacy, LLC (2103); (v) Florida Family Primary Care Center, LLC (5005); (vi) Florida Family Primary Care Center of Pasco, LLC (8570); (vii) Florida Family Primary Care Centers of Orlando, LLC (3086); (viii) Florida Family Primary Care Centers of Pinellas, LLC (7075); (ix) Florida Family Primary Care Centers of Tampa, LLC (0631); (x) MB Medical Operations, LLC (8450); (xi) MB Medical Transport, LLC (3476); (xii) MBMG Holding, LLC (3880); (xiii) MBMG Intermediate Holding, LLC (9320); (xiv) Miami Beach Medical Centers, Inc. (3933); (xv) Miami Beach Medical Consultants, LLC (2737); and (xvi) Miami Medical & Wellness Center, LLC (2474).

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief sought in this Application are section 327(a) of chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”) and Local Rules 2014-1(A) and 2016-1(A) of the Local Bankruptcy Rules for the Southern District of Florida (as amended, the “Local Rules”).

### **PROCEDURAL BACKGROUND**

4. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively the “Chapter 11 Cases”).
5. The Debtors continue to operate their businesses and manage their affairs as debtors-in-possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.
6. As of the date of this Application, no trustee, examiner or statutory committee has been appointed in these Chapter 11 Cases.
7. For a detailed description of the Debtors, the circumstances leading to the commencement of these Chapter 11 Cases and information regarding the Debtors’ businesses and capital structure, the Debtors respectfully refer the Court and parties-in-interest to the *Declaration of Nicholas K. Campbell in Support of Chapter 11 Petitions and First Day Pleadings*.

**RELIEF REQUESTED AND BASIS THEREFOR**

8. By this Application, the Debtors respectfully request entry of the Order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ BSLLP as their counsel in these Chapter 11 Cases, to, among other tasks:

(a) Give advice to the Debtors with respect to their powers and duties as debtors-in-possession and the continued management of their business operations;

(b) Advise the Debtors with respect to their responsibilities in complying with the United States Trustee's Operating Guidelines and Reporting Requirements and with the rules of the Court;

(c) Prepare motions, pleadings, draft orders, applications, adversary proceedings, and other legal documents necessary for the efficient administration of these Chapter 11 Cases;

(d) Protect the interests of the Debtors in all matters pending before the Court; and

(e) Represent the Debtors in negotiations with their creditors, the purchaser of the Debtors' enterprise, and in the preparation of a plan.

9. The Debtors believe that it is in the best interests of their estates to retain BSLLP as counsel in these Chapter 11 Cases. The Debtors believe that the attorneys of BSLLP are qualified to practice in this Court and are qualified to advise the Debtors on their relations with, and responsibilities to, the creditors and other interested parties. The terms of BSLLP's retention are set forth in the Engagement Letter and Supplemental Engagement Letter attached hereto as **Composite Exhibit C** (collectively, the "Engagement Letter").

10. The Debtors seek retention of BSLLP as their counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

...may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

11. Bankruptcy Rule 2014(a) requires that an application for retention include:

...specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Bankruptcy Rule 2014(a).

12. For all of the reasons stated in this Application, the Debtors believe that it is in the best interests of their estates to retain BSLLP as counsel in these Chapter 11 Cases.

13. To the best of the Debtors' knowledge, except as disclosed in the Singerman Declaration, neither Paul Steven Singerman ("Singerman") nor BSLLP has any connection with the creditors or other parties in interest or their respective attorneys that would constitute any conflict of interest or impair the disinterestedness of BSLLP.

14. The Singerman Declaration, containing a verified statement as required under Bankruptcy Rule 2014, is attached and demonstrates that under these circumstances, Singerman and BSLLP are disinterested as required by section 327(a) of the Bankruptcy Code.

15. BSLLP will apply for compensation and reimbursement of costs, pursuant to sections 330 and 331 of the Bankruptcy Code, at its ordinary rates, as they may be adjusted from time to time, for services rendered and costs incurred on behalf of the Debtors.

**WHEREFORE**, the Debtors respectfully request that the Court grant this Application and enter the Order, substantially in the form attached hereto as **Exhibit A**: (i) authorizing the Debtors to employ and retain the law firm of Berger Singerman LLP, as counsel to the Debtors in these Chapter 11 Cases, effective as of the Petition Date; (ii) approving the terms of the Engagement Letter; and (iii) granting such other and further relief as is appropriate.

Dated: October 13, 2024

Respectfully submitted,

MBMG HOLDING, LLC, and all of the Debtors  
7800 S.W. 8<sup>th</sup> Street, Ste. 400  
Miami, FL 33144

Signed by:  
*Nicholas K. Campbell*  
By: \_\_\_\_\_  
527C439449B44CA...  
Nicholas K. Campbell  
Chief Restructuring Officer

**EXHIBIT A**

**(Proposed Order)**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

MBMG HOLDING, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11 Cases

Case No. 24-\_\_\_\_\_

(Jointly Administered)

**ORDER APPROVING THE EMPLOYMENT OF BERGER SINGERMAN LLP,  
AS COUNSEL FOR DEBTORS-IN-POSSESSION, EFFECTIVE  
AS OF THE PETITION DATE**

**THIS MATTER** came before the Court on October \_\_, 2024, at \_\_\_\_\_ a.m./p.m. in Miami, Florida (the “Hearing”), upon the application [ECF No. \_\_] (the “Application”)<sup>2</sup>

<sup>1</sup> The address of the Debtors is 7500 S.W. 8th Street, Ste. 400, Miami, Florida 33144. The last four digits of the Debtors’ federal tax identification numbers are: (i) Care Center Medical Group, LLC (9052); (ii) Care Center Network, LLC (5784); (iii) CCMC Physician Holdings, Inc. (4532); (iv) Clinical Care Pharmacy, LLC (2103); (v) Florida Family Primary Care Center, LLC (5005); (vi) Florida Family Primary Care Center of Pasco, LLC (8570); (vii) Florida Family Primary Care Centers of Orlando, LLC (3086); (viii) Florida Family Primary Care Centers of Pinellas, LLC (7075); (ix) Florida Family Primary Care Centers of Tampa, LLC (0631); (x) MB Medical Operations, LLC (8450); (xi) MB Medical Transport, LLC (3476); (xii) MBMG Holding, LLC (3880); (xiii) MBMG Intermediate Holding, LLC (9320); (xiv) Miami Beach Medical Centers, Inc. (3933); (xv) Miami Beach Medical Consultants, LLC (2737); and (xvi) Miami Medical & Wellness Center, LLC (2474).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

filed by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), seeking entry of an order authorizing the employment of Berger Singerman LLP (“BSLLP”), pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Rule 2014-1(A), as counsel for the Debtors, as more fully set forth in the Application. The Court finds that: (i) it has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); (iii) it may enter a final order consistent with Article III of the United States Constitution; (iv) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (v) notice of the Application and the Hearing were appropriate under the circumstances and no other notice need be provided; (vi) the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; (vii) the Singerman Declaration contains a verified statement as required by Fed. Bankr. P. 2014 demonstrating that Berger Singerman LLP is disinterested as required by 11 U.S.C. § 327(a), and the Singerman Declaration makes relevant disclosures as required by Fed. R. Bankr. P. 2014 and Fed. R. Bankr. P. 2016; and (viii) upon review of the record before the Court, including the legal and factual bases set forth in the Application and the Singerman Declaration, and the record of the Hearing, all of which are incorporated herein, the Court determines that good and sufficient cause exists to grant the relief requested in the Application. Accordingly, it is

**ORDERED THAT:**

1. The Application is **APPROVED**.
2. The Debtors are authorized to employ and retain BSLLP as their counsel in accordance with the terms and conditions set forth in the Application and the Engagement Letter, effective as of the commencement of these Chapter 11 Cases.



3. BSLLP shall apply for compensation and reimbursement of costs, pursuant to 11 U.S.C. §§ 330 and 331, at its ordinary rates, as they may be adjusted from time to time, for services rendered and costs incurred on behalf of the Debtors. Berger Singerman LLP will apply for compensation and reimbursement of costs and shall comply with the U.S. Trustee's *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases*.

4. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

# # #

Submitted by:

Paul Steven Singerman, Esq.  
BERGER SINGERMAN LLP  
1450 Brickell Avenue, Ste. 1900  
Miami, FL 33131  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340  
Email: [singerman@bergersingerman.com](mailto:singerman@bergersingerman.com)

*(Attorney Singerman is directed to serve this order upon all non-registered users who have yet to appear electronically in this case and file a conforming certificate of service.)*

**EXHIBIT B**

**(Singerman Declaration)**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

MBMG HOLDING, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11 Cases

Case No. 24-\_\_\_\_\_

(Jointly Administered)

**DECLARATION OF PAUL STEVEN SINGERMAN ON BEHALF OF  
BERGER SINGERMAN LLP, AS PROPOSED COUNSEL TO THE  
DEBTORS-IN-POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

1. I am Paul Steven Singerman. I am an attorney and through my professional association corporation, a member of the law firm of Berger Singerman LLP (“Berger Singerman”). Our firm maintains offices for the practice of law at 1450 Brickell Avenue, Suite 1900, Miami, FL 33131; 201 East Las Olas Boulevard, Suite 1500, Fort Lauderdale, FL 33301; 313 North Monroe Street, Suite 301, Tallahassee, FL 32301; 222 Lakeview Avenue, Suite 800, West Palm Beach, FL 33401; 401 East Jackson Street, Suite 3300, Tampa, FL 33602; and 111 North Magnolia Avenue, Suite 1450, Orlando, FL 32801. I am familiar with the matters set forth herein and make this Declaration in support of the *Debtors’ Application for Approval of the Employment of Berger Singerman LLP as Counsel to the Debtors-In-Possession, Effective as of the Petition Date* (the “Application”).

<sup>1</sup> The address of the Debtors is 7500 S.W. 8th Street, Ste. 400, Miami, Florida 33144. The last four digits of the Debtors’ federal tax identification numbers are: (i) Care Center Medical Group, LLC (9052); (ii) Care Center Network, LLC (5784); (iii) CCMC Physician Holdings, Inc. (4532); (iv) Clinical Care Pharmacy, LLC (2103); (v) Florida Family Primary Care Center, LLC (5005); (vi) Florida Family Primary Care Center of Pasco, LLC (8570); (vii) Florida Family Primary Care Centers of Orlando, LLC (3086); (viii) Florida Family Primary Care Centers of Pinellas, LLC (7075); (ix) Florida Family Primary Care Centers of Tampa, LLC (0631); (x) MB Medical Operations, LLC (8450); (xi) MB Medical Transport, LLC (3476); (xii) MBMG Holding, LLC (3880); (xiii) MBMG Intermediate Holding, LLC (9320); (xiv) Miami Beach Medical Centers, Inc. (3933); (xv) Miami Beach Medical Consultants, LLC (2737); and (xvi) Miami Medical & Wellness Center, LLC (2474).

2. In support of the Application, I disclose the following:

(a) Unless otherwise stated, this Declaration is based upon facts of which I have personal knowledge.

(b) In preparing this Declaration, I and others working with me on these cases reviewed lists of the creditors and interested parties of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), as provided by the Debtors, consisting of the following: (i) the accounts payable vendors of one or more of the Debtors<sup>2</sup>; (ii) the utility providers of one or more of the Debtors; (iii) the secured creditors of one or more of the Debtors; (iv) the taxing authorities of one or more of the Debtors; (v) the insurance providers of one or more of the Debtors; (vi) the officers, directors and equity security holders of the Debtors; (vii) the non-debtor parties to pending litigation matters to which one or more of the Debtors is a party; and (viii) the Debtors’ landlords and lessors, as well as the results of UCC and judgment lien searches conducted in Florida and Delaware. I caused our firm’s conflicts analysts to compare the information obtained thereby with the information contained in our law firm’s client and adverse party conflict check index system. The facts stated in this Declaration as to the relationship between other lawyers in our law firm and the Debtors, the Debtors’ creditors, the United States Trustee, other persons employed by the Office of the United States Trustee, and those persons and entities who are defined as disinterested persons in section 101(14) of the Bankruptcy Code are based on the results of my review and the review of our firm’s conflict analysts of our firm’s conflict check index system. Specifically, I have caused to be (i) conducted a computer search of our firm’s records in respect of all of the parties referred to in the first sentence of this paragraph 2(b) and (ii) disseminated a written request for information to all

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<sup>2</sup> The use of the phrase “one or more of the Debtors” in this Declaration is because not all of the Debtors have taxing authorities, pending litigation, landlords, etc.

of the attorneys in our firm regarding connections to the Debtors and the creditors of the Debtors. Based upon such search, our firm does not represent any entity in a matter which would constitute a conflict of interest or impair the disinterestedness of Berger Singerman in these cases.

3. Berger Singerman's client and adverse party conflicts check system is comprised of records regularly maintained in the ordinary course of business of our firm and it is the regular practice of our firm to make and maintain these records. It reflects entries that are noted in the system at the time the information becomes known by persons whose regular duties include recording and maintaining this information. I regularly use and rely upon the information contained in the system in the performance of my duties with the law firm and in my practice of law.

4. A search of our firm's conflicts check system revealed the following matters, none of which impairs my or our firm's disinterestedness or constitutes any conflict of interest:

a) *Capital One Bank* is listed as a secured creditor or interested party of one or more of the Debtors. Berger Singerman represented *Capital One Bank* in matters wholly unrelated to the instant bankruptcy cases.<sup>3</sup> These matters have all been concluded. In addition, Berger Singerman has represented a number of clients who are adverse to *Capital One Bank* in that they have incurred a debt to *Capital One Bank* in matters wholly unrelated to the instant bankruptcy cases;

b) King & Spalding, LLP ("K&S") was counsel to secured creditor, Capital One Bank. Berger Singerman previously represented K&S in matters that are wholly unrelated to these bankruptcy cases, which have been closed. Berger Singerman has (i) represented a client in an out-

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<sup>3</sup> As set forth in the Declaration of Nicholas K. Campbell in Support of Chapter 11 Petitions and First Day Pleadings and in the Debtors' Emergency Motion for Interim and Final Orders (I) Approving Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief, *Capital One Bank* sold its interest in the indebtedness due to it from one or more of the Debtors to a KKR entity prior to the commencement of these cases.

of-court restructuring matter in which K&S was involved, (ii) represented a number of clients whose interests were adverse to the interests of clients represented by K&S, and (iii) worked on cases and matters as co-counsel and opposing counsel to K&S, in matters wholly unrelated to these bankruptcy cases. In addition, currently Berger Singerman is involved in matters as co-counsel with K&S as well as matters in which the interests of the clients of Berger Singerman and K&S are adverse. All such matters are entirely unrelated to these cases. In addition, for many years I have had personal and professional relationships with numerous K&S lawyers from various K&S offices;

c) *T-Mobile* is listed as a creditor or interested party one or more of the Debtors. Berger Singerman represents *T-Mobile* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *T-Mobile* in that they have incurred a debt to *T-Mobile* in matters wholly unrelated to the instant bankruptcy cases;

d) *Sun Capital Partners* is listed as a secured creditor or interested party of one or more of the Debtors. Berger Singerman represented *Sun Capital Partners* in a matter wholly unrelated to the instant bankruptcy cases. This matter has been concluded. In addition, Berger Singerman has represented a number of clients who are adverse to *Sun Capital Partners* in that they have incurred a debt to *Sun Capital Partners* in matters wholly unrelated to the instant bankruptcy cases;

e) Kirkland & Ellis LLP ("K&E") is counsel to secured creditor, Sun Capital Partners. Berger Singerman has (i) represented a number of clients whose interests were adverse to the interests of clients represented by K&E, and (ii) worked on cases and matters as co-counsel and opposing counsel to K&E, in matters wholly unrelated to these bankruptcy cases. In addition, currently Berger Singerman is involved in matters as co-counsel with K&E as well as matters in

which the interests of the clients of Berger Singerman and K&E are adverse. All such matters are entirely unrelated to these cases. In addition, for many years I and other attorneys at Berger Singerman have had personal and professional relationships with numerous K&E lawyers from various K&E offices;

f) *Lyft, Inc.* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Lyft, Inc.* in a matter wholly unrelated to the instant bankruptcy cases. This matter is no longer active. In addition, Berger Singerman has represented a number of clients who are adverse to *Lyft, Inc.* in that they have incurred a debt to *Lyft, Inc.* in matters wholly unrelated to the instant bankruptcy cases;

g) *Pitney Bowes* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *Pitney Bowes* in a matter wholly unrelated to the instant bankruptcy cases. This matter was concluded in 2014. In addition, Berger Singerman has represented a number of clients who are adverse to *Pitney Bowes* in that they have incurred a debt to *Pitney Bowes* in matters wholly unrelated to the instant bankruptcy cases;

h) *AT&T Latin America Corp.* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represented *AT&T Latin America Corp.* and its affiliates in their chapter 11 cases in the Southern District of Florida in 2003. These cases concluded in 2007. In addition, Berger Singerman has represented a number of clients who are adverse to *AT&T Latin America Corp.* in that they have incurred a debt to *AT&T Latin America Corp.* in matters wholly unrelated to the instant bankruptcy cases;

i) *AmerisourceBergen Drug Corporation* is listed as a creditor or interested party one or more of the Debtors. Berger Singerman represents *AmerisourceBergen Drug Corporation* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger

Singerman has represented a number of clients who are adverse to *AmerisourceBergen Drug Corporation* in that they have incurred a debt to *AmerisourceBergen Drug Corporation* in matters wholly unrelated to the instant bankruptcy cases;

j) *Comcast* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Comcast* in a matter wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Comcast* in that they have incurred a debt to *Comcast* in matters wholly unrelated to the instant bankruptcy cases;

k) *Charter Communications, Inc.* (“Charter”) is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Charter* in matters wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Charter* in that they have incurred a debt to or asserted claims against *Charter* in matters wholly unrelated to the instant bankruptcy cases;

l) *Duke Energy Corporation* is listed as a creditor or interested party of one or more of the Debtors. Berger Singerman represents *Duke Energy Corporation* in a matter wholly unrelated to the instant bankruptcy cases. In addition, Berger Singerman has represented a number of clients who are adverse to *Duke Energy Corporation* in that they have incurred a debt to *Duke Energy Corporation* in matters wholly unrelated to the instant bankruptcy cases;

m) There are numerous creditors or interested parties of one or more of the Debtors which have been creditors of, or adverse to, other entities represented by Berger Singerman in cases and matters wholly unrelated to the instant bankruptcy cases. These entities are: *7980 Holdings, LLC, Access Medical, ADP, ADT Security Services, AFLAC, Agency for Health Care Administration, Airgas, Akerman LLP, All Uniforms Wear, Allied Paper Company, Allied World*



*Insurance Co., Allstate Insurance Company, Altium, Amazon, Alvarez & Marsal, Amazon Web, Anda, Inc., Ascendo Resources, Assa Abloy, Inc., AT&T, B.O.C.C., Breeze Line Cruise & Tours, Bright House, Change Healthcare, Charles W. Thomas Tax Collector, Chubb Insurance Group, CIT, City of Hialeah, City of Hollywood, City of Homestead, City of Lakeland, City of Miami, City of Miami Beach, City of North Miami, City of Orlando, City of Plant City, City of Sweetwater, City of Tamarac, City of Tampa Utilities, City of Winter Haven, CLIA Laboratory Program, Dell Business Credit, Deloitte & Touche, Department of Homeland Security, Fast Signs, DocuSign, Inc., Efax, Ferguson Enterprises, Inc., First Citizens Bank, Florida Department of Business and Professional Regulation, Florida Department of Children and Families, Florida Department of Health, Florida Department of State, Florida Medical Center, Gold Standard Contracting LLC, Hillsborough County, Humana Medical Plan, Huntington National Bank, Jams, Inc., Johnson, Pope, Bokor, et al., Johnson Controls, Kaseya US LLC, Kilowatts Electric & Lighting Supply, Kimco Realty, Kings III of America, Konica Minolta, KPMG LLP, LMA Inc., Maverick United Elevator, LLC, McKesson Medical Surgical, LinkedIn Corporation, Mercedes Benz Financial Services, Miami Courier Express, LLC, Miami-Dade County, Miami-Dade Water & Sewer Dept., Miami Fire Equipment, Mintz, Levin, Cohn, et al., Minuteman Press, Morgan, Lewis & Bockius, Mowrey Elevator, National Exemption Service, Oracle America, Inc., Orlando Utilities Commission, Otis, Palm Beach County Tax Collector, Palm Beach County Water Utilities, Parata Systems, LLC, Prestige Physicians, LLC, Proskauer Rose LLP, Publix, Purchase Power, Pye Barker Fire & Safety LLC, Quesada Valdes PLLC, Quest Diagnostics, Quinn Emanuel Urquhart, et al., Republic Services, Roberts Oxygen Company, Segrera Associates, Sherwin-Williams, Shutts & Bowen LLP, Staples, Summit Medical, Sunpass, Teco, The Hartford, The Travelers Companies, UKG, Inc., United States Department of Justice, Veritystream, Inc., Walkers, Waste Connections of Florida, Waste Management, Inc., Waste*

*Pro, Wells Fargo Equipment Finance, Withlacoochee River Electric, Wolter Kluwer Health, Inc., and Woodside;*

n) Individuals by the names of *Alex Alonso, Joe Bautista, Jorge Fernandez, Jose Garcia, Maria Garcia, Luis Martinez, Maria Pena, Carlos Perez, David Rodriguez, Ramon Rodriguez, Jose Torres*, and *Luis Torres* are listed as creditors or interested parties of the Debtors. Berger Singerman formerly represented individuals who have the same names. It is impossible for our firm to confirm with certainty that the individuals formerly represented by Berger Singerman are the same individuals who are creditors or interested parties of the Debtors;

o) Individuals by the names of *Michael Alvarez, Jose Alvarez, Amy Beck, Alexander Bermudez, Maria Delgado, Luis Dominguez, Carlos Flores, Francisco Garcia, Luis Garcia, Yuliet Garcia, Armando Hernandez, Javier Hernandez, Lazaro Hernandez, Douglas Johnson, Victor Lopez, Daniel MacKinnon, Ariel Martinez, Rafael Matos, Javier Perez, Jose Perez, Luis Perez, Maria Perez, Ernesto Rodriguez, Francisco Rodriguez, Luis Rodriguez, Robert Thompson*, and *William Wallace* (collectively, the “Individuals”) are listed as creditors or interested parties of one or more of the Debtors. Berger Singerman has represented third parties in wholly unrelated matters whose interests may have been adverse to one or more of the Individuals. It is impossible for our firm to confirm with certainty that the individuals associated with the third-party representations, are the same Individuals listed as creditors or interested parties of one or more of the Debtors; and

p) Berger Singerman represents privately held as well as public companies in out of court restructuring matters (the “Non-Debtor Clients”). Several creditors of the instant Debtors may be creditors of one or more of our firm’s Non-Debtor Clients. Berger Singerman’s

representation of the Non-Debtor Clients does not impair Berger Singerman's disinterestedness or its ability to represent the Debtors in these cases.

5. Berger Singerman submits that none of the foregoing representations or connections constitutes a conflict of interest or in any way impairs its disinterestedness in these cases.

6. Other than as set forth in this declaration, Berger Singerman neither holds nor represents any interest adverse to the Debtors and is a "disinterested person" within the scope and meaning of section 101(14) of the Bankruptcy Code.

7. Neither I nor our firm has or will represent any other entity in connection with these cases, and neither I nor our firm will accept any fee from any other party or parties in these cases, except the Debtors-in-Possession, unless otherwise authorized by the Court.

8. On July 14, 2024, the Debtors retained Berger Singerman to act as their counsel in connection with restructuring matters (the "Original Engagement Letter"). On July 16, 2024, Berger Singerman received an initial retainer from the Debtors in the amount of \$200,000.00 (the "Initial Retainer"), which was deposited into a trust account of Berger Singerman.

9. On July 30, 2024, Berger Singerman received a payment of \$134,416.25, which was applied toward payment of pre-petition fees and expenses incurred.

10. On August 16, 2024, Berger Singerman received a payment of \$149,842.20, which was applied toward payment of pre-petition fees and expenses incurred.

11. On August 28, 2024, Berger Singerman received a payment of \$215,537.70, which was applied toward payment of pre-petition fees and expenses incurred.

12. On September 6, 2024, Berger Singerman received a payment of \$284,003.42, which was applied toward payment of pre-petition fees and expenses incurred.

13. On September 13, 2024, Berger Singerman received a payment of \$163,596.30, which was applied toward payment of pre-petition fees and expenses incurred.

14. On September 20, 2024, Berger Singerman received a payment of \$179,565.85, which was applied toward payment of pre-petition fees and expenses incurred.

15. On September 27, 2024, Berger Singerman received a payment of \$143,867.32, which was applied toward payment of pre-petition fees and expenses incurred.

16. On September 30, 2024, Berger Singerman received a payment of \$170,361.50, which was applied toward payment of pre-petition fees and expenses incurred.

17. On October 3, 2024, Berger Singerman received a payment of \$462,391.37, which was applied toward payment of pre-petition fees and expenses incurred and a payment of \$27,808.00, to pay filing fees for the 16 bankruptcy cases being filed.

18. On October 10, 2024, Berger Singerman received a payment of \$225,000.00. From the \$225,000.00, Berger Singerman applied \$223,821.00 toward payment of pre-petition fees and expenses incurred. The remaining balance of \$1,179.00 was added to the Initial Retailer, for a combined total of \$201,179.00, which will be held in Berger Singerman's trust account for fees and costs incurred in these chapter 11 cases and to be disbursed in accordance with and subject to orders of this Court.

19. On October 6, 2024, the Debtors signed a corrected and supplemental engagement letter (the "Supplemental Engagement Letter") to, effectively; (a) add Florida Family Primary Care Centers of Orlando, LLC, as a client in this engagement, effective as of July 14, 2024; (b) revise the effective date of the representation of (i) Miami Beach Medical Centers, Inc. f/k/a Rodolfo Dumenigo, M.D., P.A., (ii) Miami Beach Medical Consultants, LLC, and (iii) Miami Medical &

Wellness Center, LLC (collectively, the “Three Entities”) <sup>4</sup> as clients in this matter, from July 14, 2024 to September 20, 2024; (c) add CCMC Physician Holdings, Inc., as a client in this engagement, effective as of September 20, 2024; (d) remove MBMG Ultimate Holding, L.P. as a client, which was inadvertently included in our Original Engagement Letter; <sup>5</sup> (e) correct the spellings of the names of some of the entities included in our Original Engagement Letter; and (f) describe the Chapter 11 petition filing fee pre-payment totaling \$27,808.00 (= 16 filing entities x \$1,738 filing fee per entity). The professional fees and costs incurred by Berger Singerman in the course of its representation of the Debtors in these cases shall be subject in all respects to the application and notice requirements of 11 U.S.C. §§ 327, 330 and 331 and FRBP 2014 and 2016.

20. The current hourly rates for the attorneys at Berger Singerman range from \$415.00 to \$850.00. The current hourly rates of Paul Steven Singerman, Jordi Gusó, Christopher Andrew Jarvinen, Samuel Capuano, and Clay Roberts, the restructuring attorneys who will be principally responsible for Berger Singerman’s representation of the Debtors, are \$850.00, \$825.00, \$800.00, \$635.00, and \$625.00, respectively, and the current hourly rates of the associates and of counsel attorneys who may work on this matter range from \$415.00 to \$635.00 per hour. The current hourly rates for the legal assistants and paralegals at Berger Singerman range from \$85.00 to \$325.00. Berger Singerman typically adjusts its hourly rates annually on January 1<sup>st</sup>.

21. There is no agreement of any nature, other than the shareholder agreement of our firm, as to the sharing of any compensation to be paid to the firm. No promises have been received

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<sup>4</sup> Prior to September 20, 2024, Berger Singerman LLP never represented any of the Three Entities and never received before that date any confidential information held by any of the Three Entities, including but not limited to any attorney-client communications.

<sup>5</sup> Berger Singerman LLP never represented MBMG Ultimate Holding, L.P. and never received any confidential information held by MBMG Ultimate Holding, L.P., including but not limited to any attorney-client communications.

by Berger Singerman nor any member or associate thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

22. No attorney in our firm holds a direct or indirect equity interest in the Debtors, including stock or stock warrants, or has a right to acquire such an interest.

23. No attorney in our firm is or has served as an officer, director or employee of the Debtors within two years before the Petition Date.

24. No attorney in our firm is in control of the Debtors or is a relative of a general partner, director, officer or person in control of the Debtors.

25. No attorney in our firm is a general or limited partner of a partnership in which the Debtors are also a general or limited partner.

26. No attorney in our firm is or has served as an officer, director or employee of a financial advisor that has been engaged by the Debtors in connection with the offer, sale or issuance of a security of the Debtors, within two years before the Petition Date.

27. No attorney in our firm has represented a financial advisor of the Debtors in connection with the offer, sale or issuance of a security of the Debtors within three years before the filing of the petition.

28. No attorney in the firm has any other interest, direct or indirect, that may be affected by the proposed representation.

29. Except as forth herein, no attorney in our firm has had or presently has any material connection with the captioned Debtors, the Debtors' creditors, any other party in interest or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee (but the undersigned and many employees of Berger Singerman have personal relationships and friendships with attorneys at the Office of the United States Trustee

in the Southern District of Florida), on any matters in which the firm is to be engaged, except that I, our law firm, and our attorneys (i) may have appeared in the past, and may appear in the future, in other cases in which one or more of said parties may be involved; and (ii) may represent or may have represented certain of the Debtors' creditors in matters unrelated to these cases.

### **U.S. TRUSTEE GUIDELINES**

30. Berger Singerman will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee's Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases (the "Guidelines"), both in connection with this Application and with any fee applications filed by Berger Singerman in these chapter 11 cases.

31. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Guidelines:

- a. **Question:** Did Berger Singerman agree to any variations from, or alternatives to, Berger Singerman's standard billing arrangements for this engagement?

**Answer:** No. The rate structure provided by Berger Singerman is appropriate and comparable to (a) the rates that Berger Singerman charges for non-bankruptcy representations and (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Berger Singerman professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

**Answer:** No.

- c. **Question:** If Berger Singerman has represented the Debtors in the 12 months prepetition, disclose Berger Singerman's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Berger Singerman's billing rates and material

financial terms have changed postpetition, explain the difference and the reasons for the difference.

**Answer:** Berger Singerman's current hourly rates for services rendered on behalf of the Debtors are set forth above. These rates have been used since January 1 of this year.

- d. **Question:** Have the Debtors approved Berger Singerman's budget and staffing plan and, if so, for what budget period?

**Answer:** Yes. Berger Singerman has provided the Debtors with a prospective budget and staffing plan setting forth the types of timekeepers, numbers thereof, and applicable hourly rates it expects during the chapter 11 cases, which have been approved by the Debtors. The budget and staffing plan cover the period from the Petition Date to December 6, 2024.

32. This concludes my Declaration.

**28 U.S.C § 1746 Declaration**

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 13, 2024

/s/ Paul Steven Singerman  
Paul Steven Singerman



**COMPOSITE EXHIBIT C**

**(Engagement Letters)**



Paul Steven Singerman  
(305) 714-4343  
singerman@bergersingerman.com

July 14, 2024

**VIA ELECTRONIC MAIL**

MBMG Holding, LLC  
Rodolfo Dumenigo, MD PA  
Miami Medical & Wellness Center, LLC  
MB Medical Transport, LLC  
MB Medical Operations, LLC  
Miami Beach Medical Consultants, LLC  
Clinical Care Pharmacy, LLC  
Care Center Network, LLC  
Care Center Medical Group, LLC  
MBMG Intermediate Holding, LLC  
MBMG Ultimate Holding, LP  
Florida Family Primary Care Center, LLC  
Florida Family Primary Care Center of Pasco, LLC  
Florida Family Primary Care Center of Tampa, LLC  
Florida Family Primary Care Center of Pinellas, LLC  
1400 NW 107<sup>th</sup> Avenue  
Suite 500  
Miami, FL 33172  
Attn: Mr. Nick Campbell, Chief Restructuring Officer

Re: Engagement of Berger Singerman LLP

Dear Mr. Campbell:

We are pleased to confirm your decision to engage our law firm to act as legal counsel for MBMG Holding, LLC, Rodolfo Dumenigo, MD PA, Miami Medical & Wellness Center, LLC, MB Medical Transport, LLC, MB Medical Operations, LLC, Miami Beach Medical Consultants, LLC, Clinical Care Pharmacy, LLC, Care Center Network, LLC, Care Center Medical Group, LLC, MBMG Intermediate Holding, LLC, MBMG Ultimate Holding, LP, Florida Family Primary Care Center, LLC, Florida Family Primary Care Center of Pasco, LLC, Florida Family Primary Care Center of Tampa, LLC, and Florida Family Primary Care Center of Pinellas, LLC, jointly and severally (collectively, “You”)<sup>1</sup> in connection with the restructuring matters (the “Matter”). Please note, our firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate of joint ventures of You or of any other entity in the Matter. We will not appear in any adversarial proceedings for You, and we will not file a bankruptcy case for You, without reaching a further written agreement on a

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<sup>1</sup> The terms “You” and “Your” in this letter refer to the client(s) specifically identified in this letter.

July 14, 2024

Engagement of Berger Singerman LLP

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mutually acceptable security retainer for the filing of any bankruptcy case or the appearance in any state or federal court litigation. We have agreed that our engagement is limited to our performance of services directly related to the Matter.

This engagement is a joint representation. The benefits of this joint representation are straightforward: each client will share the expense of legal representation and an efficient, unified and effective handling of all actions, charges or claims should result. A potential detriment to the joint representation is the possibility that a conflict of interest may develop that may require a subsequent separation of representation. At the present time, based on the facts presented to us, it does not appear that any conflicts of interest exist between or among You. Please contact us immediately if any of You become aware that a conflict between or among You has arisen, or if there are any changes in circumstances any of You believe we ought to evaluate to determine whether such a conflict has arisen.

Should a conflict between or among any of You come to our attention during the course of this joint representation, we will make each of You aware of the conflict and, based upon the nature of the conflict, our relationship at the time, and the applicable rules, all or some of You may be required to obtain other counsel. In such a case, any confidences or other information shared in connection with this joint representation, as well as the legal advice given, would not be protected by the attorney-client privilege in any dispute between or among You. The possibility of such conflicts arising at some future point obviously presents certain disadvantages inherent in a multiple representation that You might want to consider or discuss with independent counsel, prior to agreeing to this joint representation. Please contact us immediately if You become dissatisfied with this arrangement at any point.

We understand that we are to take directions from Nick Campbell (the "Representative") on this joint representation. Unless otherwise instructed, we will direct our invoices for this joint representation to the Representative to facilitate prompt payments. However, by signing this engagement letter, each of You agrees to be jointly and severally responsible for all fees and expenses owing to our law firm for this engagement.

By executing this letter agreement, each of You consents to our Firm's joint representation under the terms set forth in this letter. Should any of You at some later time wish to revoke Your consent, You agree to do so by terminating our representation at that time, but such termination will not require us to discontinue our representation of any of the other clients that are jointly represented in this matter at that time.

Because we are not Your general counsel, our acceptance of this engagement does not involve an undertaking to represent You or Your interests in any other matter. We may agree with You to limit or expand the scope of our representation in the Matter from time to time, provided that any such change in scope is confirmed by us in writing (including via email). This letter, including the enclosed Standard Terms of Engagement that are expressly made a part hereof, shall govern this current engagement and Your future engagements of our services in any other matters.

July 14, 2024

Engagement of Berger Singerman LLP

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We believe a mutual understanding of the scope, terms and conditions of our representation is fundamental to establishing a good working relationship between our law firm and You. This letter and the enclosed Standard Terms of Engagement describe the terms and conditions on which our firm will provide legal services to You. We do not and will not represent any person or entity other than You in the Matter, regardless of any direct or indirect affiliation with You, unless we expressly agree to do so in writing.

1. **Our Fees for Services.** Our services will be provided on an hourly basis; the billing rates for our attorneys, law clerks and paralegals vary depending upon levels of experience. The current billing rates of our attorneys range from \$415.00 per hour to \$850.00 per hour. Time spent by any law clerk or paralegal is currently charged at \$135.00-\$325.00 per hour. You will be charged for the time actually and reasonably expended by our attorneys, paraprofessionals and legal assistants at their normal hourly rates. Periodically, our hourly rates are reviewed and may be adjusted to reflect increases in our basic costs, increased experience of the individuals involved, and for other similar reasons. As explained in the enclosed Standard Terms of Engagement, other factors also may be taken into consideration in determining our fees.

You will also be invoiced for disbursements and charges in connection with our representation, including without limitation charges for telephone calls, copying/printing, courier services, travel and lodging expenses, court reporting, expert fees, costs of investigation, computer-assisted research charges, postage, local counsel charges and other incidental expenses. We may pass along to You certain charges for Your direct payment to the vendor.

2. **Security Retainer.** We have requested a \$200,000.00 security retainer. When our accrued fees and costs approximate \$150,000, we will provide You written notice thereof and an invoice, and You agree to pay the amount of such invoice in immediately available funds within three business days of our issuance of any such invoice by e-mail. Should You fail to pay the amount of any invoice we issue when and as specified herein, You agree that we may suspend providing legal services to you or terminate our representation of You, in our discretion. All security retainer monies will be held by our firm as security for the prompt payment of the invoices rendered and will be applied to the last outstanding invoice at the conclusion of our representation of You. Of course, to the extent that our fees and costs at the conclusion of the engagement are less than the security retainer, we will refund the difference to You. We reserve the right to request an additional security retainer because of (i) the amount of the fees and costs we are expending on Your behalf, (ii) the amount of fees and costs we anticipate will likely be expended given the ongoing nature of the matter, and/or (iii) the manner in which our invoices are being paid.

We wish to preview a legal issue that bears upon the bankruptcy security retainer that we will require if You elect to seek relief under Chapter 11 of the Bankruptcy Code. If Your Chapter 11 case is converted to a case under Chapter 7 or a trustee is appointed in Your Chapter 11 case, the Bankruptcy Court may not permit us or perhaps other of the Your advisors to be compensated out of money or property constituting property of the Your bankruptcy estate. Therefore, we will fix the amount of a bankruptcy security retainer based upon, and in reliance upon, (i) our firm being paid for the fees and costs incurred prior to the filing of the bankruptcy case in preparation for the filing, and (ii) our firm being granted leave to withdraw if Your case were to be converted

July 14, 2024

Engagement of Berger Singerman LLP

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to a Chapter 7 or if a Chapter 11 trustee were to be appointed. Accordingly, You understand that if a Chapter 11 trustee is appointed, or the Chapter 11 case is converted to a case under Chapter 7, we will seek leave to withdraw from our representation and our services on behalf of You will immediately cease. In such event, You agree not to interpose any objection to our motion for leave to withdraw.

3. **Consent to Our Representation of Others.** You and we agree and understand that this is not an exclusive agreement. As is the case with any law firm, we may from time to time represent one client whose interests may conflict with those of another client. For example, we may represent You in a matter and, at the same time, we may represent another client adverse to You in a substantially unrelated matter, provided that we reasonably believe that we will be able to provide competent and diligent representation to You and the other client. As part of our engagement, You consent in advance to such concurrent representations (and agree not to seek our disqualification as a result). You should consider obtaining the advice of independent counsel regarding the implications of this consent. By executing this agreement, You consent to our concurrent representations under these conditions.

4. **No Guaranteed Results.** During the course of our representation, we may express opinions or beliefs concerning the Matter, alternative courses of action, outcome of this Matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of a dispute. Although we shall endeavor to provide conscientious and diligent services to You, all representations and expressions relative to this Matter do not constitute guarantees due to the uncertainty of all legal matters. The payment of our fees and expenses is not contingent or dependent upon any particular consummation or result.

5. **Standard Terms of Engagement.** Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. You should review the enclosed Standard Terms of Engagement carefully before agreeing to engage us.

After You have had an opportunity to review this engagement letter including the enclosed Standard Terms of Engagement, please do not hesitate to call me with any questions or comments You may have. We do not assume any professional responsibilities to You until this engagement letter has been fully executed by You and us, and we have received any requested security retainer.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method; may bear signatures affixed through .pdf or any electronic signature platform complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)), and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and shall be valid and effective for all purposes. If this engagement letter meets with Your approval, please sign in the space provided and return the original executed letter along with the security retainer to me.

July 14, 2024

Engagement of Berger Singerman LLP

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We look forward to representing You in this Matter.

Very truly yours,

BERGER SINGERMAN LLP

  
Paul Steven Singerman

Agreed to, and Accepted by:

MBMG HOLDING, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: July 16, 2024

July 14, 2024

Engagement of Berger Singerman LLP

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Agreed to, and Accepted by:

MBMG INTERMEDIATE HOLDING, LLC.

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

Agreed to, and Accepted by:

MBMG ULTIMATE HOLDING, LP

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

Agreed to, and Accepted by:

RODOLFO DUMENIGO, P.A.

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

July 14, 2024

Engagement of Berger Singerman LLP

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Agreed to, and Accepted by:

MIAMI MEDICAL & WELLNESS CENTER, LLC

Signed:

*Nicholas Campbell*

Printed Name:

Nicholas K. Campbell

Title:

Chief Restructuring Officer

Email Address: :

Date:

July 16, 2024

Agreed to, and Accepted by:

MB MEDICAL TRANSPORT, LLC

Signed:

*Nicholas Campbell*

Printed Name:

Nicholas K. Campbell

Title:

Chief Restructuring Officer

Email Address: :

Date:

July 16, 2024

Agreed to, and Accepted by:

MD MEDICAL OPERATIONS, LLC

Signed:

*Nicholas Campbell*

Printed Name:

Nicholas K. Campbell

Title:

Chief Restructuring Officer

Email Address: :

Date:

July 16, 2024

Agreed to, and Accepted by:

MIAMI BEACH MEDICAL CONSULTANTS, LLC

Signed:

*Nicholas Campbell*

Printed Name:

Nicholas K. Campbell

Title:

Chief Restructuring Officer

Email Address: :

Date:

July 16, 2024



July 14, 2024

Engagement of Berger Singerman LLP

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Agreed to, and Accepted by:

CLINICAL CARE PHARMACY, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

Agreed to, and Accepted by:

CARE CENTER NETWORK, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

Agreed to, and Accepted by:

CARE CENTER MEDICAL GROUP, INC.

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

Agreed to, and Accepted by:

FLORIDA FAMILY CARE CENTER, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

July 14, 2024

Engagement of Berger Singerman LLP

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FLORIDA FAMILY CARE CENTER OF PASCO, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

FLORIDA FAMILY CARE CENTER OF TAMPA, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

FLORIDA FAMILY CARE CENTER OF PINELLAS, LLC

Signed: Nicholas Campbell  
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address:   
Date: July 16, 2024

July 14, 2024

Engagement of Berger Singerman LLP

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BILLING INFORMATION:

Your invoices will be delivered to You electronically to the e-mail address above. However, if You prefer invoices to go to a different billing contact, please complete the following:

Billing Contact:

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E-mail address of Billing

Contact:

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Please check here ☐ if You need an additional copy of Your Invoices to be mailed regular mail. We will mail Your invoices to the address shown above unless You provide us a different billing address below:

Billing Address:

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July 14, 2024

Engagement of Berger Singerman LLP

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### **Standard Terms of Engagement**

Unless modified in writing by mutual agreement, these standard terms of our engagement as Your lawyers will be an integral part of our agreement with You. Therefore, we ask that You review this document carefully and contact us promptly if You have any questions.

#### **No Representation of Your Affiliates**

You have agreed that our representation of You does not give rise to a lawyer-client relationship between our Firm and any of Your affiliates. Accordingly, representation of You will not give rise to any conflict of interest (or cause for our disqualification) in the event other clients of the Firm are adverse to any of Your affiliates.

#### **Client Responsibilities**

You agree to pay our invoices for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. We must necessarily rely on the accuracy and completeness of the information You and Your agents provide to us.

Because it is important that we are able to contact You at all times to consult with You, please inform us in writing of any changes in Your mailing address, e-mail address or telephone number, or changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding any of Your businesses. Whenever we need Your instruction or authorization in order to proceed with legal work on Your behalf, we will contact You at the latest business address we have received from You. If You affiliate with, acquire, are acquired by, or merge with another client, please provide us with sufficient notice to permit us to withdraw as Your lawyers if we determine that such affiliation, acquisition, or merger creates an irreconcilable conflict of interest between any of our other clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

#### **No Assignment**

Because our relationship with you is personal in nature, our duties to you and your resulting rights or claims shall not be assignable or assigned to another person or entity, and unless we expressly agree otherwise in a writing signed by you and us, no third party shall be considered as a beneficiary of our services to you.

#### **In-House Litigation Support Services**

Electronic discovery and the use of technology has become a significant component of adversarial proceedings and can be quite costly to clients. Although third party vendors offer

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Engagement of Berger Singerman LLP

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technical litigation support, we offer in-house litigation support services that may be more economical to our clients than outside vendors. We welcome the opportunity to share with You information about our in-house litigation support services and staff, including the technologies they use. The pricing for this service is a one-time \$250 charge for database set up and a \$12/GB monthly storage fee for matters whose data equals or exceeds 5GB of storage. Matters whose data is smaller than 5GB will not be charged the monthly storage fee.

### **Billing Arrangements and Terms of Payment**

We will invoice You for services rendered, disbursements and charges posted on our books on a monthly basis, or such other periodic basis as we may determine, and will expect payment within thirty days. In the event You do not object to any invoice we issue within 20 days after issuance, You agree that each invoice is accurate and reasonable and shall be considered an account stated, and You waive any right to object later to the accuracy or reasonableness of our services rendered or the amount due.

Interest will accrue at the rate of one percent per month on invoices outstanding more than thirty days. If You fail to pay any monthly invoices, we may, in our sole discretion, cease to represent You, and may apply the security retainer to Your outstanding invoices.

For Your convenience, You may make security retainer deposits or pay our invoices using any of the following credit cards: Visa, MasterCard, American Express or Discover. In the event You elect to use a credit card, You may access our online payment portal by visiting <https://www.bergersingerman.com/info/client-tools/>. Only You, or your designee, may authorize a charge to your credit card with respect to legal services rendered by the Firm. Such authorization will constitute your agreement to pay the amount charged and the charges are valid and reasonable.

### **Privileged Communications Exchanged by Electronic Means**

You acknowledge that the Firm's attorneys and staff sometimes communicate with You, and Your professionals and agents, by cellular phone, text messaging, videoconferencing and/or electronic mail, and that such communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm if You desire that privileged matters not be discussed through such electronic means. You agree to inform the Firm in advance if You wish to institute a system to encode all e-mail communication between the Firm and You, or Your professionals or agents, or otherwise to limit or prohibit the use of electronic means of communication during the engagement.

### **Sharing and Executing Documents by Electronic Means**

You acknowledge that the Firm's attorneys and staff may sometimes share documents and information with You, and/or Your professionals and agents, by electronic means (including facsimile, electronic mail or cloud-based platforms such as Sharefile), and also may seek your signature on documents by electronic means (e.g. .pdf or any electronic signature complying with

July 14, 2024

Engagement of Berger Singerman LLP

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the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)). You consent to the Firm's use of electronic means to share documents and information (and obtain signatures thereon) although such electronic communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm in writing if You desire that the Firm not share any documents and information (or obtain any signatures thereon) through electronic means.

### **Public Relations and Marketing**

Often times we refer to our public/non-confidential representations on our website and in public press releases. By executing our engagement letter, You agree that we may use Your name in our materials as a client. We will never publish any matters or details which are confidential in nature.

### **In-Firm Privilege**

From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, You agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have Your consent to do so and that our representation of You shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

### **Termination of Engagement**

You may terminate our services and representation at any time upon written notice to us. Such termination shall not, however, relieve You of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on Your behalf through the date of termination, all of which will be due and payable immediately upon termination.

We reserve the right to withdraw from our representation in our discretion or as required or permitted by the applicable rules of professional conduct upon written notice to You. In the

July 14, 2024

Engagement of Berger Singerman LLP

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event that we terminate the engagement, we will take such steps as are reasonably practicable to protect Your interests in the specified matter, and You agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to accomplish our withdrawal. We will be entitled to be paid immediately for all services rendered, and costs or expenses incurred on Your behalf, through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and You agree not to oppose our request. In the event of nonpayment of fees, we shall have a lien on all of Your documents, property of any kind, or money in our possession, custody or control to secure the payment of all sums due under this agreement, and upon property or funds received by You by settlement, judgment, or otherwise relating to any matter in which we provided counsel to You. In addition, any funds or monies recovered by You in one matter for which we have been engaged by You shall be security for the payment of our fees and costs in any other matter for which we have been engaged by You.

In the event You have engaged us on a contingent fee basis, You agree that Your termination of our services to You is without prejudice to any of our rights in respect of fees due to us based on the outcome of the Matter after our termination.

Unless previously terminated, our representation of You in a specified matter will terminate when we send to You our final invoice for services rendered in the matter.

Following termination of our services, at Your request, Your papers and property will be returned to You upon receipt of payment for outstanding fees and costs. We will retain our own files pertaining to the matter. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

After the conclusion of our representation in a matter, changes may occur in the applicable laws, regulations, facts or circumstances that could have an impact upon Your rights and liabilities. Unless You separately engage us after the conclusion of the matter to provide additional advice on circumstances or issues arising since our earlier representation ended, the Firm has no continuing obligation to advise You or update You with respect to future legal developments, including changes in applicable laws, regulations, facts, or circumstances.

Frequently we produce and disseminate advisories and newsletters, or post information on our website or through social media, or conduct seminars or other presentations, that may offer timely insights and updates on a variety of issues. Information received through these advisories, newsletters or seminars shall not be considered as or constitute legal advice for any particular matter.

July 14, 2024

Engagement of Berger Singerman LLP

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### **Dispute Resolution Procedures**

It is our goal to maintain at all times a constructive and positive relationship with You on the matter described above and on future matters in which we may perform services. However, should a dispute arise between us arising out of or relating to this agreement or any services provided by us to You, in connection with the matter described above or any other matters (including malpractice claims and fee disputes), we believe that a prompt and fair resolution is in the interests of all concerned.

### **Voluntary Mediation**

At the written request of the Firm or You, a dispute may be submitted to mediation prior to the commencement of any adversarial case between us. Either party may request mediation in writing within ten (10) calendar days following the Firm's notice of invocation of these dispute resolution procedures. If served by first class mail, a notice of a request for mediation shall be considered received by the other party three (3) calendar days after mailing. If the other party within five (5) calendar days after notice does not also agree in writing to mediate, either party may then commence any adversarial case without further delay. If the parties agree to mediate, the mediation shall be completed no later than forty-five (45) calendar days following the initial written request for mediation.

In the mediation process, the parties will try to resolve their differences voluntarily with the aid of any impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. However, if the parties cannot agree on a mediator, any party may request that JAMS/Endispute designate a mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation will be treated as a settlement discussion. The mediation will be treated as confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

If either party fails to strictly follow these mediation procedures, the other party shall be entitled to commence any adversarial proceeding without further delay. The parties may agree to submit their dispute to arbitration.

For collection purposes, we may assign Your account(s) to an entity as permitted by Florida law and the Rules Regulating The Florida Bar, and we may represent that entity in pursuing collection of Your account(s).



July 14, 2024

Engagement of Berger Singerman LLP

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Our relationship with You, including the validity, construction and enforceability of this engagement letter, shall be governed by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

# BERGER SINGERMAN

## **PRIVACY POLICY NOTICE**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected Your right to privacy.

In the course of providing our clients with income tax, estate tax and gift tax advice, we receive significant personal financial information from our clients. As a client of **Berger Singerman**, we wanted to confirm with You that all information that we receive from You is held in confidence and is not released to people outside the Firm, except as agreed to by You and as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist You with Your professional needs and, in some cases, to comply with professional guidelines. In order to guard Your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

If You have any questions or would like additional information about our privacy policy, please contact:

Jessica Pavlik  
Chief Strategy Officer  
Berger Singerman LLP  
201 East Las Olas Boulevard  
Suite 1500  
Fort Lauderdale, Florida 33301  
954.712.5155  
jpavlik@bergersingerman.com



July 14, 2024  
Engagement of Berger Singerman LLP  
Page 18 of 18

## **BERGER SINGERMAN TRUST WIRE INSTRUCTIONS**

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**WIRE FRAUD ALERT: Wiring instructions should not be changed without personally speaking to the known, intended, recipient of the wire to confirm the routing and account numbers before sending.**

### **Bank Information:**

Bank Name: City National Bank  
Bank Address: 25 W Flagler Street  
Miami, FL 33130  
Bank ABA#:   
Banking SWIFT: 

### **Beneficiary Information:**

Account Name: Berger Singerman LLP Trust Account  
Address: 201 East Las Olas Blvd, Ste. 1500  
Fort Lauderdale, FL 33301

Account Number: 



Paul Steven Singerman  
(305) 714-4343  
singerman@bergersingerman.com

October 4, 2024

**VIA ELECTRONIC MAIL**

Care Center Medical Group, LLC  
Care Center Network, LLC  
CCMC Physician Holdings, Inc.  
Clinical Care Pharmacy, LLC  
Florida Family Primary Care Center, LLC  
Florida Family Primary Care Center of Pasco, LLC  
Florida Family Primary Care Centers of Orlando, LLC  
Florida Family Primary Care Centers of Pinellas, LLC  
Florida Family Primary Care Centers of Tampa, LLC  
MB Medical Operations, LLC  
MB Medical Transport, LLC  
MBMG Holding, LLC  
MBMG Intermediate Holding, LLC  
Miami Beach Medical Centers, Inc.  
f/k/a Rodolfo Dumenigo, M.D., P.A.  
Miami Beach Medical Consultants, LLC  
Miami Medical & Wellness Center, LLC  
1400 NW 107<sup>th</sup> Avenue  
Suite 500  
Miami, FL 33172  
Attn: Mr. Nick Campbell, Chief Restructuring Officer

Re: Engagement of Berger Singerman LLP

Dear Nick:

This letter corrects and supplements our prior engagement letter dated July 14, 2024 (the “Original Engagement Letter”), with respect to your decision to engage our law firm to act as legal counsel in connection with the restructuring matters (the “Matter”) for:

(a) (i) Care Center Medical Group, LLC, (ii) Care Center Network, LLC, (iii) Clinical Care Pharmacy, LLC, (iv) Florida Family Primary Care Center, LLC, (v) Florida Family Primary Care Center of Pasco, LLC, (vi) Florida Family Primary Care Centers of Orlando, LLC, (vii) Florida

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Family Primary Care Centers of Pinellas, LLC, (viii) Florida Family Primary Care Centers of Tampa, LLC, (ix) MB Medical Operations, LLC, (x) MB Medical Transport, LLC, (xi) MBMG Holding, LLC, and (xii) MBMG Intermediate Holding, LLC, jointly and severally (collectively, “7-14-24 You”) effective as of July 14, 2024; and

(b) (i) CCMC Physician Holdings, Inc., (ii) Miami Beach Medical Centers, Inc., f/k/a Rodolfo Dumenigo, M.D., P.A., (iii) Miami Beach Medical Consultants, LLC, and (iv) Miami Medical & Wellness Center, LLC, jointly and severally (collectively, “9-20-24 You”, and together with the 7-14-24 You, collectively and jointly and severally, “You”)<sup>1</sup> effective as of September 20, 2024.

Specifically, this letter corrects and supplements our Original Engagement Letter, to:

(a) add Florida Family Primary Care Centers of Orlando, LLC, as a client in this engagement, effective as of July 14, 2024;

(b) revise the effective date of the representation of (i) Miami Beach Medical Centers, Inc., f/k/a Rodolfo Dumenigo, M.D., P.A., (ii) Miami Beach Medical Consultants, LLC, and (iii) Miami Medical & Wellness Center, LLC (collectively, the “Three Entities”) as clients in this matter, from July 14, 2024 to September 20, 2024 (collectively, the “Three Entities”);<sup>2</sup>

(c) add CCMC Physician Holdings, Inc., as a client in this engagement, effective as of September 20, 2024;

(d) remove MBMG Ultimate Holding, L.P. as a client, which was inadvertently included in our Original Engagement Letter;<sup>3</sup>

(e) correct the spellings of the names of some of the entities included in our Original Engagement Letter, as reflected in this supplemental letter; and

(f) describe the Chapter 11 petition filing fee pre-payment totaling \$27,808.00 (= 16 filing entities x \$1,738 filing fee per entity) which we will require as described in the “Security Retainer” section herein on page 5.

Please note, our firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate of joint ventures of You or of any other entity in the Matter. We will not appear in any adversarial proceedings for You, and we will not file a bankruptcy case

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<sup>1</sup> The terms “You” and “Your” in this letter refer to the client(s) specifically identified in this letter.

<sup>2</sup> Prior to September 20, 2024, Berger Singerman LLP never represented any of the Three Entities and never received before that date any confidential information held by any of the Three Entities, including but not limited to any attorney-client communications.

<sup>3</sup> Berger Singerman LLP never represented MBMG Ultimate Holding, L.P. and never received any confidential information held by MBMG Ultimate Holding, L.P., including but not limited to any attorney-client communications.

October 4, 2024

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for You, without reaching a further written agreement on a mutually acceptable security retainer for the filing of any bankruptcy case or the appearance in any state or federal court litigation. We have agreed that our engagement is limited to our performance of services directly related to the Matter.

This engagement is a joint representation. The benefits of this joint representation are straightforward: each client will share the expense of legal representation and an efficient, unified and effective handling of all actions, charges or claims should result. A potential detriment to the joint representation is the possibility that a conflict of interest may develop that may require a subsequent separation of representation. At the present time, based on the facts presented to us, it does not appear that any conflicts of interest exist between or among You. Please contact us immediately if any of You become aware that a conflict between or among You has arisen, or if there are any changes in circumstances any of You believe we ought to evaluate to determine whether such a conflict has arisen.

Should a conflict between or among any of You come to our attention during the course of this joint representation, we will make each of You aware of the conflict and, based upon the nature of the conflict, our relationship at the time, and the applicable rules, all or some of You may be required to obtain other counsel. In such a case, any confidences or other information shared in connection with this joint representation, as well as the legal advice given, would not be protected by the attorney-client privilege in any dispute between or among You. The possibility of such conflicts arising at some future point obviously presents certain disadvantages inherent in a multiple representation that You might want to consider or discuss with independent counsel, prior to agreeing to this joint representation. Please contact us immediately if You become dissatisfied with this arrangement at any point.

We understand that we are to take directions from Nick Campbell (the "Representative") on this joint representation. Unless otherwise instructed, we will direct our invoices for this joint representation to the Representative to facilitate prompt payments. However, by signing this engagement letter, each of You agrees to be jointly and severally responsible for all fees and expenses owing to our law firm for this engagement.

By executing this letter agreement, each of You consents to our Firm's joint representation under the terms set forth in this letter. Should any of You at some later time wish to revoke Your consent, You agree to do so by terminating our representation at that time, but such termination will not require us to discontinue our representation of any of the other clients that are jointly represented in this matter at that time.

Because we are not Your general counsel, our acceptance of this engagement does not involve an undertaking to represent You or Your interests in any other matter. We may agree with You to limit or expand the scope of our representation in the Matter from time to time, provided that any such change in scope is confirmed by us in writing (including via email). This letter, including the enclosed Standard Terms of Engagement that are expressly made a part hereof, shall govern this current engagement and Your future engagements of our services in any other matters.

October 4, 2024

Engagement of Berger Singerman LLP

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We believe a mutual understanding of the scope, terms and conditions of our representation is fundamental to establishing a good working relationship between our law firm and You. This letter and the enclosed Standard Terms of Engagement describe the terms and conditions on which our firm will provide legal services to You. We do not and will not represent any person or entity other than You in the Matter, regardless of any direct or indirect affiliation with You, unless we expressly agree to do so in writing.

1. **Our Fees for Services.** Our services will be provided on an hourly basis; the billing rates for our attorneys, law clerks and paralegals vary depending upon levels of experience. The current billing rates of our attorneys range from \$415.00 per hour to \$850.00 per hour. Time spent by any law clerk or paralegal is currently charged at \$135.00-\$325.00 per hour. You will be charged for the time actually and reasonably expended by our attorneys, paraprofessionals and legal assistants at their normal hourly rates. Periodically, our hourly rates are reviewed and may be adjusted to reflect increases in our basic costs, increased experience of the individuals involved, and for other similar reasons. As explained in the enclosed Standard Terms of Engagement, other factors also may be taken into consideration in determining our fees.

You will also be invoiced for disbursements and charges in connection with our representation, including without limitation charges for telephone calls, copying/printing, courier services, travel and lodging expenses, court reporting, expert fees, costs of investigation, computer-assisted research charges, postage, local counsel charges and other incidental expenses. We may pass along to You certain charges for Your direct payment to the vendor.

2. **Security Retainer.** We have requested a \$200,000.00 security retainer. When our accrued fees and costs approximate \$150,000, we will provide You written notice thereof and an invoice, and You agree to pay the amount of such invoice in immediately available funds within three business days of our issuance of any such invoice by e-mail. Should You fail to pay the amount of any invoice we issue when and as specified herein, You agree that we may suspend providing legal services to you or terminate our representation of You, in our discretion. All security retainer monies will be held by our firm as security for the prompt payment of the invoices rendered and will be applied to the last outstanding invoice at the conclusion of our representation of You. Of course, to the extent that our fees and costs at the conclusion of the engagement are less than the security retainer, we will refund the difference to You. We reserve the right to request an additional security retainer because of (i) the amount of the fees and costs we are expending on Your behalf, (ii) the amount of fees and costs we anticipate will likely be expended given the ongoing nature of the matter, and/or (iii) the manner in which our invoices are being paid.

We wish to preview a legal issue that bears upon the bankruptcy security retainer that we will require if You elect to seek relief under Chapter 11 of the Bankruptcy Code. If Your Chapter 11 case is converted to a case under Chapter 7 or a trustee is appointed in Your Chapter 11 case, the Bankruptcy Court may not permit us or perhaps other of the Your advisors to be compensated out of money or property constituting property of the Your bankruptcy estate. Therefore, we will fix the amount of a bankruptcy security retainer based upon, and in reliance upon, (i) our firm being paid for the fees and costs incurred prior to the filing of the bankruptcy case in preparation for the filing, and (ii) our firm being granted leave to withdraw if Your case were to be converted



October 4, 2024  
Engagement of Berger Singerman LLP  
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to a Chapter 7 or if a Chapter 11 trustee were to be appointed. Accordingly, You understand that if a Chapter 11 trustee is appointed, or the Chapter 11 case is converted to a case under Chapter 7, we will seek leave to withdraw from our representation and our services on behalf of You will immediately cease. In such event, You agree not to interpose any objection to our motion for leave to withdraw. At this time, You have agreed to provide us a pre-payment totaling \$27,808 (\$1,738/entity), representing the collective fees to file Chapter 11 bankruptcy petitions for the 16 entities listed on the signature pages of this engagement letter.

3. **Consent to Our Representation of Others.** You and we agree and understand that this is not an exclusive agreement. As is the case with any law firm, we may from time to time represent one client whose interests may conflict with those of another client. For example, we may represent You in a matter and, at the same time, we may represent another client adverse to You in a substantially unrelated matter, provided that we reasonably believe that we will be able to provide competent and diligent representation to You and the other client. As part of our engagement, You consent in advance to such concurrent representations (and agree not to seek our disqualification as a result). You should consider obtaining the advice of independent counsel regarding the implications of this consent. By executing this agreement, You consent to our concurrent representations under these conditions.

4. **No Guaranteed Results.** During the course of our representation, we may express opinions or beliefs concerning the Matter, alternative courses of action, outcome of this Matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of a dispute. Although we shall endeavor to provide conscientious and diligent services to You, all representations and expressions relative to this Matter do not constitute guarantees due to the uncertainty of all legal matters. The payment of our fees and expenses is not contingent or dependent upon any particular consummation or result.

5. **Standard Terms of Engagement.** Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. You should review the enclosed Standard Terms of Engagement carefully before agreeing to engage us.

After You have had an opportunity to review this engagement letter including the enclosed Standard Terms of Engagement, please do not hesitate to call me with any questions or comments You may have. We do not assume any professional responsibilities to You until this engagement letter has been fully executed by You and us, and we have received any requested security retainer.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method; may bear signatures affixed through .pdf or any electronic signature platform complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docuSign.com](http://www.docuSign.com)), and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and shall be valid and effective for all purposes. If this engagement letter meets with Your approval, please sign in the space provided and return the original executed letter along with the security retainer to me.



October 4, 2024  
Engagement of Berger Singerman LLP  
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We look forward to representing You in this Matter.

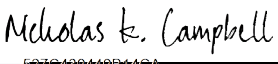
Very truly yours,

BERGER SINGERMAN LLP

  
Paul Steven Singerman

Agreed to, and Accepted by:<sup>4</sup>

CARE CENTER MEDICAL GROUP, LLC

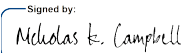
Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

<sup>4</sup> By executing this supplemental engagement letter, Nick Campbell acknowledges that Berger Singerman LLP (i) prior to September 20, 2024, never represented any of the Three Entities and never received any confidential information held by any of the Three Entities, including but not limited to any attorney-client communications, and (ii) never represented MBMG Ultimate Holding, L.P. and never received any confidential information held by MBMG Ultimate Holding, L.P., including but not limited to any attorney-client communications.

October 4, 2024  
Engagement of Berger Singerman LLP  
Page 7 of 19

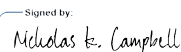
Agreed to, and Accepted by:

CARE CENTER NETWORK, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

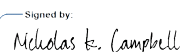
Agreed to, and Accepted by:

CCMC PHYSICIAN HOLDINGS, INC.

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

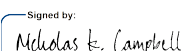
Agreed to, and Accepted by:

CLINICAL CARE PHARMACY, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

Agreed to, and Accepted by:

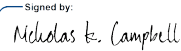
FLORIDA FAMILY PRIMARY CARE CENTER, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

October 4, 2024  
Engagement of Berger Singerman LLP  
Page 8 of 19

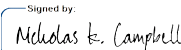
Agreed to, and Accepted by:

FLORIDA FAMILY PRIMARY CARE CENTER OF PASCO, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

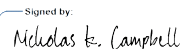
Agreed to, and Accepted by:

FLORIDA FAMILY PRIMARY CARE CENTERS OF ORLANDO, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

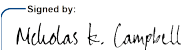
Agreed to, and Accepted by:

FLORIDA FAMILY PRIMARY CARE CENTERS OF PINELLAS, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

Agreed to, and Accepted by:

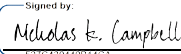
FLORIDA FAMILY PRIMARY CARE CENTERS OF TAMPA, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

October 4, 2024  
Engagement of Berger Singerman LLP  
Page 9 of 19

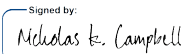
Agreed to, and Accepted by:

MB MEDICAL OPERATIONS, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

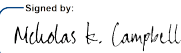
Agreed to, and Accepted by:

MB MEDICAL TRANSPORT, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

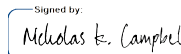
Agreed to, and Accepted by:

MBMG HOLDING, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

Agreed to, and Accepted by:

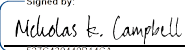
MBMG INTERMEDIATE HOLDING, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

October 4, 2024  
Engagement of Berger Singerman LLP  
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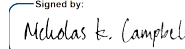
Agreed to, and Accepted by:

MIAMI BEACH MEDICAL CENTERS, INC.  
F/K/A RODOLFO DUMENIGO, M.D., P.A.

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

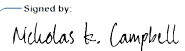
Agreed to, and Accepted by:

MIAMI BEACH MEDICAL CONSULTANTS, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

Agreed to, and Accepted by:

MIAMI MEDICAL & WELLNESS CENTER, LLC

Signed:   
Printed Name: Nicholas K. Campbell  
Title: Chief Restructuring Officer  
Email Address: \_\_\_\_\_  
Date: 06-Oct-2024 | 7:52:57 AM EDT

October 4, 2024  
 Engagement of Berger Singerman LLP  
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**BILLING INFORMATION:**

Your invoices will be delivered to You electronically to the e-mail address above. However, if You prefer invoices to go to a different billing contact, please complete the following:

Billing Contact: \_\_\_\_\_

E-mail address of Billing  
 Contact: \_\_\_\_\_

Please check here ☐ if You need an additional copy of Your Invoices to be mailed regular mail. We will mail Your invoices to the address shown above unless You provide us a different billing address below:

Billing Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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### **Standard Terms of Engagement**

Unless modified in writing by mutual agreement, these standard terms of our engagement as Your lawyers will be an integral part of our agreement with You. Therefore, we ask that You review this document carefully and contact us promptly if You have any questions.

#### **No Representation of Your Affiliates**

You have agreed that our representation of You does not give rise to a lawyer-client relationship between our Firm and any of Your affiliates. Accordingly, representation of You will not give rise to any conflict of interest (or cause for our disqualification) in the event other clients of the Firm are adverse to any of Your affiliates.

#### **Client Responsibilities**

You agree to pay our invoices for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. We must necessarily rely on the accuracy and completeness of the information You and Your agents provide to us.

Because it is important that we are able to contact You at all times to consult with You, please inform us in writing of any changes in Your mailing address, e-mail address or telephone number, or changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding any of Your businesses. Whenever we need Your instruction or authorization in order to proceed with legal work on Your behalf, we will contact You at the latest business address we have received from You. If You affiliate with, acquire, are acquired by, or merge with another client, please provide us with sufficient notice to permit us to withdraw as Your lawyers if we determine that such affiliation, acquisition, or merger creates an irreconcilable conflict of interest between any of our other clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

#### **No Assignment**

Because our relationship with you is personal in nature, our duties to you and your resulting rights or claims shall not be assignable or assigned to another person or entity, and unless we expressly agree otherwise in a writing signed by you and us, no third party shall be considered as a beneficiary of our services to you.

#### **In-House Litigation Support Services**

Electronic discovery and the use of technology has become a significant component of adversarial proceedings and can be quite costly to clients. Although third party vendors offer

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technical litigation support, we offer in-house litigation support services that may be more economical to our clients than outside vendors. We welcome the opportunity to share with You information about our in-house litigation support services and staff, including the technologies they use. The pricing for this service is a one-time \$250 charge for database set up and a \$12/GB monthly storage fee for matters whose data equals or exceeds 5GB of storage. Matters whose data is smaller than 5GB will not be charged the monthly storage fee.

### **Billing Arrangements and Terms of Payment**

We will invoice You for services rendered, disbursements and charges posted on our books on a monthly basis, or such other periodic basis as we may determine, and will expect payment within thirty days. In the event You do not object to any invoice we issue within 20 days after issuance, You agree that each invoice is accurate and reasonable and shall be considered an account stated, and You waive any right to object later to the accuracy or reasonableness of our services rendered or the amount due.

Interest will accrue at the rate of one percent per month on invoices outstanding more than thirty days. If You fail to pay any monthly invoices, we may, in our sole discretion, cease to represent You, and may apply the security retainer to Your outstanding invoices.

For Your convenience, You may make security retainer deposits or pay our invoices using any of the following credit cards: Visa, MasterCard, American Express or Discover. In the event You elect to use a credit card, You may access our online payment portal by visiting <https://www.bergersingerman.com/info/client-tools/>. Only You, or your designee, may authorize a charge to your credit card with respect to legal services rendered by the Firm. Such authorization will constitute your agreement to pay the amount charged and the charges are valid and reasonable.

### **Privileged Communications Exchanged by Electronic Means**

You acknowledge that the Firm's attorneys and staff sometimes communicate with You, and Your professionals and agents, by cellular phone, text messaging, videoconferencing and/or electronic mail, and that such communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm if You desire that privileged matters not be discussed through such electronic means. You agree to inform the Firm in advance if You wish to institute a system to encode all e-mail communication between the Firm and You, or Your professionals or agents, or otherwise to limit or prohibit the use of electronic means of communication during the engagement.

### **Sharing and Executing Documents by Electronic Means**

You acknowledge that the Firm's attorneys and staff may sometimes share documents and information with You, and/or Your professionals and agents, by electronic means (including facsimile, electronic mail or cloud-based platforms such as Sharefile), and also may seek your signature on documents by electronic means (e.g. .pdf or any electronic signature complying with



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the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)). You consent to the Firm's use of electronic means to share documents and information (and obtain signatures thereon) although such electronic communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm in writing if You desire that the Firm not share any documents and information (or obtain any signatures thereon) through electronic means.

### **Public Relations and Marketing**

Often times we refer to our public/non-confidential representations on our website and in public press releases. By executing our engagement letter, You agree that we may use Your name in our materials as a client. We will never publish any matters or details which are confidential in nature.

### **In-Firm Privilege**

From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, You agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have Your consent to do so and that our representation of You shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

### **Termination of Engagement**

You may terminate our services and representation at any time upon written notice to us. Such termination shall not, however, relieve You of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on Your behalf through the date of termination, all of which will be due and payable immediately upon termination.

We reserve the right to withdraw from our representation in our discretion or as required or permitted by the applicable rules of professional conduct upon written notice to You. In the

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event that we terminate the engagement, we will take such steps as are reasonably practicable to protect Your interests in the specified matter, and You agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to accomplish our withdrawal. We will be entitled to be paid immediately for all services rendered, and costs or expenses incurred on Your behalf, through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and You agree not to oppose our request. In the event of nonpayment of fees, we shall have a lien on all of Your documents, property of any kind, or money in our possession, custody or control to secure the payment of all sums due under this agreement, and upon property or funds received by You by settlement, judgment, or otherwise relating to any matter in which we provided counsel to You. In addition, any funds or monies recovered by You in one matter for which we have been engaged by You shall be security for the payment of our fees and costs in any other matter for which we have been engaged by You.

In the event You have engaged us on a contingent fee basis, You agree that Your termination of our services to You is without prejudice to any of our rights in respect of fees due to us based on the outcome of the Matter after our termination.

Unless previously terminated, our representation of You in a specified matter will terminate when we send to You our final invoice for services rendered in the matter.

Following termination of our services, at Your request, Your papers and property will be returned to You upon receipt of payment for outstanding fees and costs. We will retain our own files pertaining to the matter. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

After the conclusion of our representation in a matter, changes may occur in the applicable laws, regulations, facts or circumstances that could have an impact upon Your rights and liabilities. Unless You separately engage us after the conclusion of the matter to provide additional advice on circumstances or issues arising since our earlier representation ended, the Firm has no continuing obligation to advise You or update You with respect to future legal developments, including changes in applicable laws, regulations, facts, or circumstances.

Frequently we produce and disseminate advisories and newsletters, or post information on our website or through social media, or conduct seminars or other presentations, that may offer timely insights and updates on a variety of issues. Information received through these advisories, newsletters or seminars shall not be considered as or constitute legal advice for any particular matter.

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### **Dispute Resolution Procedures**

It is our goal to maintain at all times a constructive and positive relationship with You on the matter described above and on future matters in which we may perform services. However, should a dispute arise between us arising out of or relating to this agreement or any services provided by us to You, in connection with the matter described above or any other matters (including malpractice claims and fee disputes), we believe that a prompt and fair resolution is in the interests of all concerned.

### **Voluntary Mediation**

At the written request of the Firm or You, a dispute may be submitted to mediation prior to the commencement of any adversarial case between us. Either party may request mediation in writing within ten (10) calendar days following the Firm's notice of invocation of these dispute resolution procedures. If served by first class mail, a notice of a request for mediation shall be considered received by the other party three (3) calendar days after mailing. If the other party within five (5) calendar days after notice does not also agree in writing to mediate, either party may then commence any adversarial case without further delay. If the parties agree to mediate, the mediation shall be completed no later than forty-five (45) calendar days following the initial written request for mediation.

In the mediation process, the parties will try to resolve their differences voluntarily with the aid of any impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. However, if the parties cannot agree on a mediator, any party may request that JAMS/Endispute designate a mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation will be treated as a settlement discussion. The mediation will be treated as confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

If either party fails to strictly follow these mediation procedures, the other party shall be entitled to commence any adversarial proceeding without further delay. The parties may agree to submit their dispute to arbitration.

For collection purposes, we may assign Your account(s) to an entity as permitted by Florida law and the Rules Regulating The Florida Bar, and we may represent that entity in pursuing collection of Your account(s).

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Our relationship with You, including the validity, construction and enforceability of this engagement letter, shall be governed by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

# BERGER SINGERMAN

## **PRIVACY POLICY NOTICE**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected Your right to privacy.

In the course of providing our clients with income tax, estate tax and gift tax advice, we receive significant personal financial information from our clients. As a client of **Berger Singerman**, we wanted to confirm with You that all information that we receive from You is held in confidence and is not released to people outside the Firm, except as agreed to by You and as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist You with Your professional needs and, in some cases, to comply with professional guidelines. In order to guard Your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

If You have any questions or would like additional information about our privacy policy, please contact:

Jessica Pavlik  
Chief Strategy Officer  
Berger Singerman LLP  
201 East Las Olas Boulevard  
Suite 1500  
Fort Lauderdale, Florida 33301  
954.712.5155  
jpavlik@bergersingerman.com



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## **BERGER SINGERMAN TRUST WIRE INSTRUCTIONS**

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**WIRE FRAUD ALERT: Wiring instructions should not be changed without personally speaking to the known, intended, recipient of the wire to confirm the routing and account numbers before sending.**

### **Bank Information:**

Bank Name: City National Bank  
Bank Address: 25 W Flagler Street  
Miami, FL 33130  
Bank ABA#:   
Banking SWIFT: 

### **Beneficiary Information:**

Account Name: Berger Singerman LLP Trust Account  
Address: 201 East Las Olas Blvd, Ste. 1500  
Fort Lauderdale, FL 33301

Account Number: 