

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

In re:

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|---|-----------------------|
| Laser Spine Institute, LLC | Case No. 2019-CA-2762 |
| CLM Aviation, LLC | Case No. 2019-CA-2764 |
| LSI HoldCo, LLC | Case No. 2019-CA-2765 |
| LSI Management Company, LLC | Case No. 2019-CA-2766 |
| Laser Spine Surgery Center of Arizona, LLC | Case No. 2019-CA-2767 |
| Laser Spine Surgery Center of Cincinnati, LLC | Case No. 2019-CA-2768 |
| Laser Spine Surgery Center of Cleveland, LLC | Case No. 2019-CA-2769 |
| Laser Spine Surgical Center, LLC | Case No. 2019-CA-2770 |
| Laser Spine Surgery Center of Pennsylvania, LLC | Case No. 2019-CA-2771 |
| Laser Spine Surgery Center of St. Louis, LLC | Case No. 2019-CA-2772 |
| Laser Spine Surgery Center of Warwick, LLC | Case No. 2019-CA-2773 |
| Medical Care Management Services, LLC | Case No. 2019-CA-2774 |
| Spine DME Solutions, LLC | Case No. 2019-CA-2775 |
| Total Spine Care, LLC | Case No. 2019-CA-2776 |
| Laser Spine Institute Consulting, LLC | Case No. 2019-CA-2777 |
| Laser Spine Surgery Center of Oklahoma, LLC | Case No. 2019-CA-2780 |

Assignors, Division L
To:

Soneet Kapila,

Assignee,

**SHIRLEY AND JOHN LANGSTON'S NOTICE OF
WITHDRAWAL OF MOTION TO COMPEL ASSIGNEE TO PURSUE
OR ASSIGN ALL CLAIMS AGAINST THIRD PARTIES RELATING
TO THE VIOLATION OF STATUTORY SELF-INSURANCE
REQUIREMENTS TO MEDICAL MALPRACTICE
PLAINTIFFS (Doc. 144)**

Shirley and John Langston, by and through undersigned counsel, now respectfully withdraw the previously filed motion for an order compelling the Assignee to pursue all claims relating to the violation by Assignors of Florida's statutory medical malpractice self insurance statutes, or in the alternative, to assign said claims to the individual medical malpractice plaintiffs, Doc. 144, and state:

1. Laser Spine Institute, LLC, ("LSI") and its affiliates appear to have been operating in violation Florida's self-insurance statutory requirements for physicians. LSI failed to post the required escrow or establish other ability to meet self-insurance requirements, leaving the defendant practitioners without statutory minimum coverage and the medical malpractice plaintiffs without the statutory benefits of self-insurance. The movants filed a motion to compel the Assignee to either pursue claims against responsible parties for this statutory violation or assign claims to the medical malpractice plaintiffs and/or the defendant practitioners.

2. The Motion was set for hearing June 27, 2019, and the parties agreed to continue the hearing to July 30, 2019.

3. On or about June 30, 2019, the Assignee has begun filing claims and lawsuits against third parties, and the Assignee appears to be intent on filing and pursuing any claims held or controlled by the Assignee relating to the lack of insurance raised in the Motion.

4. Movants are withdrawing the previously filed motion without prejudice to refile in the future.

Wherefore; based on the foregoing, Movants respectfully withdraw the previously filed Motion to Compel Assignee To Pursue Or Assign All Claims Against Third Parties Relating To The Violation Of Statutory Self Insurance Requirements To Medical Malpractice Plaintiffs, (Doc. 144), without prejudice to refile in the future.

Certificate of Service: I hereby certify that a copy of the foregoing has been filed and service will be made through the Court's efilng service this 29 day of July, 2019.

/s/Donald J. Schutz
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