

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

In re:

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

To: Assignors, Consolidated Case No.
2019-CA-2762

Soneet Kapila, Division L

Assignee

**RESPONSES AND OBJECTIONS OF TEXAS CAPITAL BANK, N.A. AS
ADMINISTRATIVE AGENT TO THE LENDER GROUP, TO BAILY, ET AL.'S
REQUEST FOR PRODUCTION TO BANK LENDERS**

TO: Joe Samuel Bailey, Laserscopic Spinal Centers of America, Inc., Laserscopic Spine Centers of America, Inc., and Laserscopic Medical Clinic, LLC, by and through their counsel of record, Jennifer G. Altman and Shani Rivaux, Pillsbury Winthrop Shaw Pittman LLP, 600 Brickell Avenue, Suite 3100, Miami, FL 33131, and William J. Schifino, Jr., Kenneth G.M. Mather, and Justin P. Bennett, Gunster, Yoakley & Stewart P.A., 401 E. Jackson Street, Suite 2500, Tampa, FL 33602.

Texas Capital Bank, N.A., as administrative agent to the senior secured lenders (the "Agent"), in the above-captioned Laser Spine Institute, LLC, *et al.* assignment cases (the

“Assignment Cases”), serves the following responses and objections (“Responses and Objections”) to the Request for Production to Bank Lenders (the “Request”)¹ served by movants Joe Samuel Bailey, Laserscopic Spinal Centers of America, Inc., Laserscopic Spine Centers of America, Inc., and Laserscopic Medical Clinic, LLC (collectively the “Movants”). These responses and objections are served pursuant to the Florida Rules of Civil Procedure. These objections and responses are also served without waiver of the Agent’s right to amend and/or supplement these objections and responses during the course of discovery in this matter.

RESERVATION OF RIGHTS

A. The Agent’s investigation and discovery of matters relevant to this matter is ongoing. Any production(s) made pursuant to the Request, if any, are based upon, and necessarily limited by, information now available to the Agent. The Agent reserves the right to modify and/or supplement its responses and objections. The Agent also reserves the right to present in any proceeding any further information and documents obtained during discovery and preparation for any proceeding.

B. The Agent’s Responses and Objections are made without waiving or intending to waive: (i) any objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence, for any purpose, of documents produced in response to the Request; (ii) the right to object on any ground to the use of the documents produced in response to the Request at any proceeding; (iii) the right to object on any ground at any time to a request for further responses to the Request; (iv) the right to move for entry of a protective order pursuant to Florida Rule of Civil Procedure 1.280(c); or (v) the right at any time to revise, correct, add to, supplement, or clarify any of the responses or objections contained herein.

¹ Subject to the objections of certain definitions in the Request contained herein, capitalized terms not otherwise defined in these Responses and Objections maintain the meanings ascribed to them in the Request.

C. The Agent has conducted or will conduct reasonable searches for responsive documents but objects to conducting unreasonable and/or unduly burdensome searches for documents. To the extent that the Movants demand a search that is unreasonable or unduly burdensome, the Agent reserves the right to make an application to the Court to shift the costs of such search to the Movants.

D. Any statement contained in these responses and objections to the Request that non-privileged documents will be produced in response to a specific Request does not mean that such information or documents actually exist or are within the Agent's possession, custody, or control, but only that they will be produced to the extent that they exist; are in the Agent's possession, custody, or control; and can be obtained without undue burden or expense.

GENERAL OBJECTIONS

A. The Agent objects to the Request as premature and/or not permissible under applicable law. First, pursuant to Florida Statute 727.108(a), only the Assignee may "conduct discovery as provided under the Florida Rules of Civil Procedure" and such discovery is for purposes of determining whether to prosecute the estate's claims and causes of action. Additionally, while a party in interest may engage in discovery pursuant to the Florida Rules of Civil Procedure after filing an objection to a proof of claim pursuant to Florida Statute 727.113(1) and (5), no such claim objection has been filed by the Movants. Accordingly, the Request should be denied on this basis alone, as the Movants lack standing to request discovery from the Agent at this point in time in the Assignment Cases.

B. Privileged Documents — Insofar as the Request purports to require production of materials that are protected under the attorney-client privilege, Florida Evidence Code Section 90.408, the joint defense and common interest privileges and/or subject to any other applicable

privileges or constitute work product or were prepared in anticipation of litigation, the Agent will not produce such materials. To the extent that any such protected documents are produced inadvertently by the Agent in response to the Request, the production of such documents shall not constitute a waiver of the Agent's right to assert the applicability of any privilege, protection, or immunity to the information or documents, and any such information or documents shall be returned to counsel for the Agent upon Movants and/or the Agent's discovery thereof.

C. Proprietary/Confidential Information — Insofar as materials sought to be produced constitute, contain, or their production would result in disclosure of (i) information that would violate the privacy rights of individuals, (ii) trade secrets of the Agent, or third parties or (iii) other confidential research, development or commercial information of the Agent, or third parties, the Agent objects to the production of such proprietary or confidential information. To the extent that the Agent responds to the Request by stating that it will provide information which it deems to embody material that is private, business confidential, proprietary, trade secret, or otherwise protected from disclosure, the Agent will do so only in accordance with an appropriate confidentiality order.

D. Electronically Stored Information — Insofar as the Request purports to require the Agent to produce electronically stored information ("ESI") that is not reasonably accessible because of undue burden or cost, the Agent will not produce such ESI. To the extent reasonably accessible ESI responsive to the Request exists, the Agent will not produce any such ESI until the Movants and the Agent mutually agree to a protocol for retrieval and production of ESI, including, but not limited to, procedures for identification of requested and discoverable ESI, procedures for loading and delivering media, and provisions appropriate for cost reimbursement. Given the broad and often non-specific nature of the Request and the vast amount of the Agent's

ESI possibly subject to the Request, it is not reasonably possible to process the Request as-is for ESI.

E. Privilege Log — The Agent objects to the provision of a privilege log for privileged communications, correspondence and/or documents and ESI that occurred or were prepared after the commencement of the Assignment Cases.

F. The Agent further objects to the Request as unduly burdensome and harassing to the extent they do not provide the Agent with reasonable time for compliance. Furthermore, the the material Loan Documents together with the supporting perfection documents in support of its Proof of Claim are publicly available to all parties in interest. Indeed, copies of the Proof of Claim as well as an affidavit of Bruce Shilcutt, Executive Vice President of Texas Capital Bank, N.A., were filed on the docket of the Court in the Assignment Cases on June 25, 2019. Specifically, attached to Mr. Shilcutt's affidavit, the Agent affixed copies of the Loan Documents and perfection documents. These documents (over seven hundred pages in total) were directly served via email on opposing counsel through its paralegal on June 25, 2019. Consistent with Florida Rule of Civil Procedure 1.350(b), the Agent will produce responsive, non-privileged, non-objectionable documents, if any exist and are within the Agent's possession, custody, or control, as they are kept in the ordinary course of business or, with respect to electronically stored information, in a reasonably usable format and based on reasonable search terms and custodian parameters.

G. The Agent further objects to each Instruction, Definition, and Request to the extent that it imposes obligations different than the requirements set forth in the Florida Rules of Civil Procedure or any applicable local rule.

H. The Agent further objects to each Instruction, Definition, and Request to the extent that it seeks information beyond the scope of discovery allowed pursuant to Rules 1.280 and 1.350 of the Florida Rules of Civil Procedure.

I. The Agent further objects to each Instruction, Definition, and Request to the extent that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

J. The Agent further objects to each Instruction, Definition, and Request to the extent that it is vague and ambiguous and requires the Agent to speculate as to what documents are being requested.

K. The Agent further objects to conducting unreasonable and/or unduly burdensome searches for documents. To the extent that the Movants demand a search that is unreasonable or unduly burdensome, the Agent reserves the right to make application to the Court to shift the costs of such search to Movants.

L. The Agent further objects to each Instruction, Definition, and Request to the extent that the time period covered is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

M. The Agent further objects to each Instruction, Definition, and Request to the extent that it seeks information or documents that (1) are not within the Agent's possession, custody, or control, or (2) are within the Agent's possession, custody, or control, but are more appropriately sought from third parties, including Soneet Kapila, the Assignee, or are publicly available. In addition, the Agent objects to the Request to the extent it seeks documents that already have been provided to Movants pursuant to any pleading filed in the above-captioned

proceedings, action, or any subpoena and/or document request issued by Movants to another party.

N. The Agent further objects to each Instruction, Definition, and Request to the extent that it seeks information or documents located outside of the United States. To the extent that Movants seek information or documents in the possession, custody or control of foreign entities or affiliates located outside of the United States, Movants must effect service of a Request or subpoena, as applicable, on such entities in accordance with applicable law, including but not limited to Florida Statute § 48.194.

O. The Agent further objects to each Instruction, Definition, and Request to the extent that it is argumentative and contains any explicit or implicit characterizations or mischaracterizations of facts, events, circumstances, issues, legal standards, or burdens of proof. Any response by the Agent contained herein does not indicate that the Agent agrees with any argument or explicit or implicit characterizations or mischaracterizations of facts, events, circumstances, issues, legal standards, or burdens of proof in the Request, or that such implications or characterizations or mischaracterizations are relevant to the Assignment Cases.

P. The Agent further objects to each Instruction, Definition, and Request to the extent that it is inconsistent with or barred by any order entered by the Court in the Assignment Cases.

Q. The Agent's responses to the Request are made to the best of its current present knowledge, information, and belief based upon reasonable investigation and inquiry. The responses are at all times subject to such additional or different information that discovery or further investigation may disclose, and are subject to such refreshing of recollection and such additional knowledge of facts as may result from further discovery or investigation. The Agent

reserves the right to make any use of, or to introduce at any hearing and at trial, information and documents responsive to the Request but discovered subsequent to the date of this response, including without limitation any such information or documents obtained in discovery herein.

R. A response to a production request herein stating that responsive documents or things will be produced should not be understood as confirmation that any such documents exist. Such a response merely indicates the Agent's willingness to produce such documents and things if they exist and are within the Agent's possession, custody, or control.

SPECIFIC OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

A. The Agent objects to the definition of "You" to the extent that it includes individuals who (and/or entities which) had limited or no involvement with the matters that are referenced by, or the subject matter of the Agent's proof of claim. The Agent further objects to the definition as overbroad to the extent that the Request purports to require the Agent to answer on behalf of any current or former administrative agent, collateral agent, or indenture trustee for an unlimited time frame. The Agent further objects to this definition as overly broad, unduly burdensome and encompassing entities over which the Agent has no control. The Agent objects to the definition to the extent that it purports to include documents not in the Agent's possession, custody, or control, but in the possession of third parties or separate legal entities or affiliates. The Agent responds to the Request solely on behalf of itself. The Agent further objects to all Requests incorporating this definition to the extent it would require the Agent to collect documents from such individuals and/or entities. The Agent further objects to this definition to the extent that it purports to include documents subject to privileges, including but not limited to the attorney-client and work-product privileges.

B. The Agent objects to the definition of “Communication” or “Communications” to the extent that it causes a Request to exceed the permissible scope of discovery under the Florida Rules of Civil Procedure, as overly broad and unduly burdensome to the extent that it includes documents not reasonably obtainable by the Agent without undue burden or expense, and as encompassing persons that are not under the direction and/or control of the Agent.

C. The Agent objects to the definition of “Debtors” to the extent that it includes individuals who (and/or entities which) had limited or no involvement with the matters that are referenced by, or the subject matter of the Agent’s proof of claim. The Agent further objects to the definition as overbroad to the extent that the Request purports to require the Agent to answer on behalf of any agent, accountant, financial advisor, employee, attorney, officer, director, direct or indirect shareholder, member, representative, affiliate, subsidiary, and/or successor. The Agent further objects to this definition as overly broad, unduly burdensome and encompassing entities over which the Agent has no control. The Agent objects to the definition to the extent that it purports to include documents not in the Agent’s possession, custody, or control, but in the possession of third parties or separate legal entities or affiliates. The Agent responds to the Request solely on behalf of itself. The Agent further objects to all Requests incorporating this definition to the extent it would require the Agent to collect documents from such individuals and/or entities. The Agent further objects to this definition to the extent that it purports to include documents subject to privileges.

D. The Agent objects to the definition of “Document” as it is unduly burdensome to the extent that it includes documents not reasonably obtainable by the Agent without undue burden or expense. The Agent also objects to the definition of “Document” because it purports to include documents within the Request that would enlarge the Agent’s obligations under the

Florida Rules of Civil Procedure, including but not limited to Rules 1.280 and 1.350. The Agent further objects to the definition of “Document” insofar as it purports to include documents and/or ESI in a manner or scope inconsistent with Florida Rules of Civil Procedure 1.280 and 1.350. The Agent further objects to the extent that the definition of “Document” includes privileged, confidential, and/or other protected documents or information.

E. The Agent objects to the definition of “Lenders” as overly broad, unduly burdensome and encompassing entities over which the Agent has no control. The Agent objects to the definition to the extent that it purports to include documents not in the Agent’s possession, custody, or control, but in the possession of third parties or separate legal entities or affiliates. The Agent responds to the Request solely on behalf of itself. The Agent further objects to all Requests incorporating this definition to the extent it would require the Agent to collect documents from such individuals and/or entities. The Agent further objects to this definition to the extent that it purports to include documents subject to privileges, including but not limited to the attorney-client and work-product privileges.

F. The Agent objects to Instruction 3 to the extent it seeks to impose an obligation on the Agent that is inconsistent with or exceeds the requirements of the Florida Rules of Civil Procedure.

G. The Agent objects to Instruction 4 to the extent it seeks to impose an obligation on the Agent that is inconsistent with or exceeds the requirements of the Florida Rules of Civil Procedure.

H. The Agent objects to Instruction 14 to the extent it states a procedure for production of documents that is unduly burdensome and not required under the Florida Rules of Civil Procedure.

I. The Agent objects to Instructions 16 and 17 to the extent it requires the Agent to produce a privilege log prior to the court ruling on the Agent's written responses and objections to the Request. *See Gosman v. Luzinski*, 937 So. 2d 293, 296 (Fla. 4th DCA 2006) ("Before a written objection to a request for production of documents is ruled upon, the documents are not 'otherwise discoverable' and thus the obligation to file a privilege log does not arise."); *see also Life Care Ctr. of Am. v. Reese*, 948 So. 2d 830, 833 (Fla. 5th DCA 2007) (same).

J. The Agent objects to Instruction 18 to the extent that it states a procedure for production of documents that is unduly burdensome and not required under the Florida Rules of Civil Procedure.

K. Each of these General Objections and Specific Objections to Definitions and Instructions are incorporated by reference into the specific responses to each specific request below. In addition to the General Objections and Specific Objections to Definitions and Instructions, the Agent will also state specific objections to the discovery where appropriate. By setting forth such objections, the Agent does not intend to limit or restrict the General Objections and Specific Objections to Definitions and Instructions. To the extent that the Agent responds to specific requests, stated objections are not waived by providing responses. The foregoing General Objections and Specific Objections to Definitions and Instructions shall apply to all supplemental responses to the Request.

OBJECTIONS AND RESPONSES TO SPECIFIC REQUESTS

1. Your loan files relating to the Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.

- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the term “loan files” is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-privileged documents.

2. Your collateral files relating to the Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the term “collateral files” is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the

Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-privileged documents.

3. Your loan files relating to the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the term "loan files" is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-privileged documents.

4. Your collateral files relating to the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the term "collateral files" is not a defined term.

- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
 - Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-privileged documents.
5. All agency, trust, syndication or other inter-creditor agreements between the Lenders relating to the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the terms "agency," "trust," "syndication," "inter-creditor," and "agreements" are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the

Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

6. All Documents Concerning the Loan relating to the Debtors, including, but not limited to, all iterations, amendments, partial releases, and former versions of them.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the terms "iterations," "amendments," "partial releases," and "former versions" are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

7. All deposit account control agreements relating to the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.

- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and the term “deposit account control agreements” is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

8. All Documents Concerning the perfection of liens created by the Loan Documents (as the term “Loan Documents” [is] defined within the Loan).

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request seeks information that can be accessed on the docket of the Court in the Assignment Cases.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “perfection of liens” is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the

Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.

- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

9. All Documents Concerning unencumbered assets of the Debtors or assets not subject to valid, perfected liens.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and "unencumbered," "assets," and "valid, perfected liens" are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

10. All Documents and Communications Concerning the Loan among, within, or between the Lenders.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

11. All Documents and Communications Concerning the Loan between the Lenders and the Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.

- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

12. All Documents and Communications Concerning the Collateral from the Lenders.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce relevant, responsive, non-privileged documents.

13. All Documents Concerning any title opinion (including original title opinions, division order title opinions, supplemental title opinions, lending title opinions, and acquisition title opinions) created by, for or on account of the Lenders or Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “title opinion,” “original title opinions,” “division order title opinions,” “supplemental title opinions,” “lending title opinions,” and “acquisition title opinions” are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

14. All Documents and Communications Concerning any capacity or authority of any person to act in relation to the Loan, either as agent of one or more Lenders or one or more Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “capacity,” “authority,” “person,” “act,” and “agent” are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

15. All Document[s] evidencing an opinion on the validity or enforceability of the Loan, Loan Documents, or any portion thereof.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “evidencing,” “opinion,” “validity,” and “enforceability” are not defined terms.

- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

16. All Documents and Communications Concerning any Collateral from the Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce relevant, responsive, non-privileged documents.

17. All Documents and Communications Concerning any and all payments from the Debtors on account of the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague is not limited to any specific time frame and “payments” and “on account of” are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

18. All Documents and Communications concerning any default or waiver of any default under the Loan Documents.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “default” and “waiver” are not defined terms.

- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Bank objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

19. All Documents evidencing the solvency or insolvency of the Debtors.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and "solvency" and "insolvency" are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

20. All Suspicious Activity Reports relating to the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “Suspicious Activity Reports” is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

21. All minutes of any meeting relating to the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “meeting” is not a defined term.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.

- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

22. All Communications with the Assignee, Soneet Kapila, Assignee Counsel or others on his behalf regarding the Assignor, the estate of the Assignor, the Loans and/or Laserscopic.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

23. All Documents and Communications between the Lenders regarding the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

24. All Documents and Communications regarding Laserscopic Concerning their Proof of Claim filed in the above-styled proceeding.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the

Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.

- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

25. All Documents and Communications regarding the current status of the Loans as recorded on the books and records of the Lenders including information sufficient to determine whether all or a portion of the Loan has been written off or written down by the Lenders.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and "current status," "recorded," "books and records," "written off," and "written down" are not defined terms. Moreover, the Request does not specify what method should be used to determine whether specific documents fits into the category of "information sufficient to determine."
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the

Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

26. All Documents evidencing any insurance coverage that may provide coverage relating to any actions or inactions of the Lenders in connection with the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and "insurance," "coverage," "actions," and "inactions" are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

27. All Documents sufficient to identify whether any of the Guarantors, the Sponsor Group (as defined in Exhibit 3 to the July 2, 2019 Proof of Claim] or Grantors have banking relationships with the Lenders other than Concerning the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “banking relationships,” is not a defined term. Moreover, the Request does not specify what method should be used to determine whether specific documents fit into the category of “sufficient to identify”
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

28. All Documents evidencing when the Lenders became aware of the litigation between Laserscopic and certain of the Assignors as identified in Schedule 6.5 attached to Exhibit 3 of the Proof of Claim dated July 2, 2019.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “evidencing” and “aware” are not defined terms.

- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

29. All Documents and Communications Concerning the litigation between Laserscopic and certain of the Assignors as identified in Schedule 6.5 attached to Exhibit 3 of the Proof of Claim dated July 2, 2019.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the

Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

30. All Communications with bank regulators and/or any governmental regulatory body regarding the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and "bank regulators" and "governmental regulatory body" are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

31. All Documents and Communications Concerning the solvency, credit worthiness and/or financial wherewithal of the Borrowers and/or Guarantors prior to the Loan being issued.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.

- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “solvency,” “credit worthiness,” and “financial wherewithal” are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.
- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent’s objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

32. All Documents and Communications Concerning the use of the proceeds of the Loan.

RESPONSE:

- *Objection.* This request seeks confidential information that will not be produced absent an appropriate confidentiality order.
- *Objection.* This request is overbroad and vague because it is not limited to any specific time frame and “use” and “proceeds” are not defined terms.
- *Objection.* This request seeks documents that may be protected by the attorney-client privilege, common-interest privilege, and/or work product doctrine and the Agent objects to the production of a privilege log as unduly burdensome given the scope of the documents requested.

- Subject to and without waiving its General and Specific Objections above, the Agent is willing to work with the Movants in a good faith effort to resolve the Agent's objections to this request, establish a reasonable ESI protocol, and to produce any relevant, responsive, non-objectionable, non-privileged documents.

Dated: September 6, 2019

Respectfully submitted,

/s/ Stephanie C. Lieb

STEPHANIE C. LIEB, ESQ.

Florida Bar No.: 0031806

slieb@trenam.com

LARA R. FERNANDEZ, ESQ.

Florida Bar No.: 0088500

lfernandez@trenam.com

TRENAM, KEMKER, SCHARF, BARKIN, FRYE,
O'NEILL & MULLIS, P.A.

101 E. Kennedy Boulevard, Suite 2700

Tampa, FL 33602

Tel: (813) 223-7474

And

Toby L. Gerber, Esquire

(Admitted pro hac vice)

Texas Bar No.: 07813700

toby.gerber@nortonrosefulbright.com

Ryan E. Manns, Esquire

(Admitted pro hac vice)

Texas Bar No.: 24041391

ryan.manns@nortonrosefulbright.com

Norton Rose Fulbright US LLP

2200 Ross Avenue

Dallas, TX 75201-7932

Tel: (214) 855-8000

*Attorneys for Texas Capital Bank, National
Association, administrative agent for the lender
group*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 6, 2019 a true and correct copy of the foregoing was electronically filed with the Clerk of the Court by using the Florida Courts E-Filing Portal System which will send a notice of electronic filing to counsel of record.

/s/ Stephanie C. Lieb
Attorney