

**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

Assignors,

Division L

To:

Soneet Kapila,

Assignee,

**SHIRLEY AND JOHN LANGSTON'S REQUEST FOR PRODUCTION
OF DOCUMENTS TO TEXAS CAPITAL BANK**

Shirley and John Langston, by and through undersigned counsel, now request that Texas Capital Bank (TCB) produce at the office of Schutz Litigation, 535 Central Avenue, St. Petersburg FL 33701 within 30 days from service, for the purpose of inspection and/or copying the items referenced below.

DEFINITIONS AND INSTRUCTIONS

1. The terms "you" and "your" mean TCB, as well as any agents, and all other persons acting or purporting to act on its behalf.

2. The term “LSI” means any of the Assignors including but not limited to Laser Spine Institute, LLC or LSI Holdco, LLC.

3. The term “person” means any natural person, firm, partnership, association, proprietorship, joint venture, corporation, governmental agency, or other organization or legal or business entity.

4. The term “document” means all written, graphic and audio, visually or mechanically recorded matter of every kind and description, however produced or reproduced, whether draft or final, original or reproduction, in the actual or constructive possession, custody or control of the party to whom this request is directed, including, but not limited to: plans, drawings, graphs, deeds, title policies, commitments or abstracts, writings, letters, correspondence, memoranda, notes, films, photographs, audio recordings, visual recordings, computerized data, transcripts, contracts, agreements, covenants, permits, licenses, memoranda of telephone or personal conversations or communications, E-mail messages, electronic bulletin board messages, automatic computer back-up files, microfilm, microfiche, telegrams, books, magazines, advertisements, periodicals, bulletins, circulars, pamphlets, statements, notices, reports, rules, regulations, directives, teletype messages, written communications, minutes or notes of meetings, interoffice communications, reports, financial statements, ledgers, books of account, proposals, prospectuses, offers, orders, receipts, working papers, desk calendars, appointment books, diaries, time sheets, logs, movies, tapes for visual or audio reproduction, recordings, or materials similar to any of the foregoing.

5. The term “document” shall also include all copies of each document if the copies contain any additional matter or are not identical copies of the originals.

6. The term “regarding” mean with respect to, concerning, discussing, referring to, summarizing, digesting, embodying, reflecting, establishing, tending to establish or not to establish, evidencing or not evidencing, comprising, connected with, commenting on, responding to, disagreeing with, showing, describing, analyzing, representing, constituting or including.

7. The term “communication” means any transmission or exchange of information between two or more persons, orally or in writing, and includes, without limitation, any conversation or discussion, whether face-to-face or by means of any telephone, telegraph, telecopier, electronic or other media.

8. The term “or” means both “or” and “and”.

9. The term “all” means “any” and “all”.

10. The use of the singular herein shall be determined to include the plural, the masculine and the feminine, as appropriate in the context.

11. Form of Production: All documents shall be produced in the form in which they were kept by you in the ordinary course of business. Documents other than email, spreadsheets, and PowerPoint presentations may be produced in text-searchable PDF form. All emails, spreadsheets, and PowerPoint presentations shall be produced in native form.

12. If objection is taken to any of the following requests, or if you fail to fully respond to any request, state the specific grounds therefor and respond to such request to the extent to which there is no objection. If privilege is asserted as to any of the items requested, fully identify for each such item:

- (a) its date;
- (b) the type of document; and

(c) the general subject matter contained therein.

DOCUMENTS REQUESTED

1. All documents from January 1, 2014 through the present relating or referring to financial responsibility of LSI's employee physicians.
2. Copies of any insurance policies in the nature of professional liability, medical malpractice, or similar, provided to TCB by LSI.
3. Copies of all financial statements provided to TCB by LSI showing contingent liabilities in the nature of medical malpractice claims.
4. All documents relating or referring to Self Insured Retention for professional liability claims.
5. All documents received relating or referring to MedPro insurance and or any excess liability policy issued by MedPro Insurance.
6. All communications relating or referring to medical malpractice claims from LSI to TCB.
7. All communications relating or referring to hiring of in-house counsel to defend medical malpractice claims as opposed to retaining outside law firms.
8. All communications relating or referring to paying claims directly instead of purchasing professional liability policies.
9. All documents placing TCB on notice that should LSI and its affiliates be rendered insolvent that pending medical malpractice claims would be uninsured.
10. All documents relating or referring to LSI's compliance with Florida requirements for professional liability coverage provided by Sec. 458.320, Fla. Stat

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 30 day of September, 2020.

/s/Donald J. Schutz

Donald J. Schutz, Esq.

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