

**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, Division L

Soneet Kapila,

Assignee,

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**OBJECTION, IN PART, BY SHIRLEY AND JOHN LANGSTON AND  
CRYSTAL AND LEONARD TINELLI TO ASSIGNEE’S MOTION TO  
CORRECT SCRIVENER’S ERROR WITH RESPECT TO ASSIGNEE’S  
MOTION FOR ORDERR APPROVING COMPROMISE OF  
CONTROVERSY WITH TEXAS CAPITAL BANK, N.A., AS  
ADMINISTRATIVE AGENT FOR LENDER GROUP**

Shirley and John Langston (the “Langsons”) and Crystal and Leonard Tinelli (the “Tinellis”) now object, in part, to the Assignee’s “Motion To Correct Scrivener’s Error With Respect To Assignee’s Motion For Orderr Approving Compromise Of Controversy With Texas Capital Bank, N.A., As Administrative

Agent For Lender Group” “the Motion”, served July 8, 2021, and states:

1. As stated in the Motion, the title of the May 21, 2021 Order does not match the content of May 21, 2021 Order. However, the May 21, 2021 Order, with the requested amended title, appears to be an improper attempt by the Assignee and TCB to re-grant the original Compromise Motion. The May 21, 2021 Order should be vacated in its entirety, and an amended order entered that properly adjudicates the issues that were before the Court. Without that, TCB may attempt to argue that the May 21, 2021 Order adjudicates the validity of TCB’s priority lien and therefore moots pending actions by the Langstons and Tinellis.

2. As background, on September 4, 2020, the Assignee filed the “Assignee’s Motion for Order Approving Compromise of Controversy with Texas Capital Bank, N.A., as Administrative Agent for Lender Group (the “TCB Compromise Motion”).

3. There were two oppositions filed to the TCB Compromise Motion, one by the Langstons and the Tinellis, and one by the Laserscopic Spinal Centers of America, Inc., et al., group, also known as “the Bailey Group.”

4. By Order dated October 22, 2020, attached hereto as Exhibit A, the TCB Compromise Motion was granted subject to and conditioned upon the conditions in the Order, which were:

- a. All parties were subject to a lien challenge deadline of November 15, 2020.
- b. The Objection of the Langstons and Tinellis was overruled with the right to conduct discovery relating to the Lien Challenge Deadline.

- c. The Bailey Group objection as to allocation of expenses was resolved by requiring the Bailey Group to file an objection, and if filed, the Bailey Group Objection would be set for hearing.

5. The entry of the October 22, 2020 Order disposed of the TCB Compromise Motion by granting the same, with conditions, and the TCB Compromise Motion was no longer pending. *Franklin v. Bank of Am., N.A.*, 202 So. 3d 923 (Fla. 1st DCA 2016) (“[b]ecause the court granted Appellant's second motion to dismiss, that motion was no longer pending before the court.”). The TCB Compromise Motion was granted and was no longer before the Court. The only issues remaining were the discrete issues of any timely filed lien challenges and the Bailey Group’s fee allocation challenge.

6. The Tinellis and the Langstons filed a Notice of Appeal, and the appeal was dismissed as from a nonappealable nonfinal order.

7. The Tinellis and the Langstons each filed a timely lien challenge supplemental proceeding, TCB’s first motion to dismiss was granted with leave to amend, the Tinellis and the Langstons filed a First Amended Supplemental Proceeding, and TCB’s Motion to Dismiss is scheduled for hearing on August 23, 2021, at 3:00 p.m.

8. The Assignee’s Motion asserts that the Bailey Group’s objection as to the allocation of expenses went to trial, and the parties apparently submitted a proposed order with an erroneous title. The erroneous order was entered May 21, 2021, with the title, “Order Granting Assignee’s Motion For Order Approving Settlement and (A) Compromise of Claims against Former Directors and Officers

And Order Authorizing Payment of Professional Fees and Final Judgment as to Settled Claims in Lawsuits.” The Assignee’s Motion seeks to amend the title. Obviously, the rest of the parties, including the Tinellis and the Langstons, would not reasonably be on notice that such an order would purport to be an order granting TCB’s an administrative lien.

9. The Assignee’s Motion cites Fla.R.Civ.P. 1.540, which is only available for final orders, so it is clear that the Assignee is attempting to frame the May 21, 2021 Order as a “final order,” and incorrectly states that the “Compromise Motion seeks approval of a Stipulation Attached as Exhibit A to the Compromise Motion.” As stated above, the “Compromise Motion” was previously granted and no longer was pending before the Court. The May 21, 2021 Order thereafter purports to grant the “Compromise Motion,” which is impossible if this is referring to anything other than the disposition of the allocation of expenses because the only matter before the Court at hearing was the Bailey Group’s objection to the allocation of expenses.

10. The May 21, 2021 Order also grants TCB an administrative claim in the amount of \$965,465.00, which again, was not before the Court. The liquidation of the amount was before the Court, but the granting of a lien secured by unencumbered assets was not before the Court. That issue had previously been adjudicated on October 22, 2020, and continues to be subject to the claims of the Langstons and the Tinellis.

11. The Langstons and the Tinellis intend to continue to litigate their lien challenge via the pending supplemental proceedings, and raise this objection to avoid any issue that the May 21, 2021 Order is a “final order” that grants TCB a perfected

lien or that should have been appealed by June 21, 2021. What the Assignee did was submit an order that was titled in such a way that litigants, including undersigned counsel, would not read the order as being a second adjudication of the previously granted TCB Compromise Motion. Undersigned Counsel did not realize that such an order had been entered until seeing the Assignee's motion to amend. Further, the time to appeal the order has expired and while the Langstons and Tinellis do not contest the allocation as ruled by the Court, the Langstons and the Tinellis do contest any language that purports to re-grant the original Compromise Motion, award TCB a perfected lien, or otherwise purport to impair the rights of the Tinellis and the Langstons.

12. The May 21, 2021 Order should be vacated in its entirety. The Assignee should submit a proper order that clearly states that the one issue before the Court that day as described in the October 22, 2020 order, was adjudicated, and nothing more.

Wherefore; the Langstons and the Tinellis oppose the Assignee's Motion as set forth herein, request that the May 21, 2021 Order be vacated in its entirety and an amended order entered that adjudicates the Bailey Group's objection and nothing more, and for such other relief as the Court deems appropriate.

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 11 day of July, 2021.

/s/Donald J. Schutz  
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