

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

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**OBJECTION TO CLAIM OF WILLIAM B. AND GAYLA D. SCHAFER**

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<sup>1</sup> On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases (collectively, the “**Assignment Cases**” or the “**Assignment Estates**”) of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (collectively, the “**Assignors**”).

**NOTICE OF OPPORTUNITY TO OBJECT  
AND REQUEST A HEARING**

**The Assignee seeks an order disallowing the Schafer Claim (defined below) filed by William B. and Gayla D. Schafer. Responses must be filed and served on Assignee, Soneet R. Kapila, KapilaMukamal, LLP, 1000 South Federal Highway, Suite 200, Fort Lauderdale, FL 33616 and Scott Stichter, Stichter Riedel, Blain & Postler, P.A., 110 E. Madison Street, Suite 200, Tampa, Florida 33602 within 21 days from the service of this Objection. If no responses are filed, the Court may grant the relief without further notice. In the event a response is timely filed and served, the Court will hold a hearing to consider any timely filed responses and to consider this Objection. Any such hearing will be separately noticed.**

Soneet Kapila, as Assignee for the Assignment Estates, objects to the claim filed by William B. and Gayla D. Schafer (collectively “**Schafer**”), seeking to recover an unsecured claim in the LSI bankruptcy case and, in support thereof, states:

**BACKGROUND**

1. On March 14, 2019, Laser Spine Institute, LLC (“**LSI**”) executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Chapter 727 of the Florida Statutes (the “**LSI Assignment Case**”).

2. On June 6, 2019, Schafer submitted proof of claim (the “**Schafer Claim**”), copy of which is attached as **Exhibit A**. The Schafer Claim was filed without including any amount for the Amount of Claim (see, Composite Exhibit A, listing the Amount of Claim as “Unliquidated. In Excess of \$1,500,000.00”). The only documentation attached to the Schafer Claim is a lawsuit filed in the United States District Court, Southern District of Indiana, Evansville.

3. The Schafer Claim cannot be allowed as filed because it is filed in an unliquidated amount. The Assignment Statute (Chapter 727 of the Florida Statutes, 717.101 et seq.) requires that “Claims shall be in written form entitled “proof of claim,” setting forth the name and address

of the creditor and the nature and amount of the claim, and executed by the creditor or the creditor's authorized agent." § 727.112(3), Fla. Stat. (Emphasis added). The Schafer Claim does not comply with this statutory provision and must be disallowed. Further, the Assignment Statute imposes a duty on the Assignee to determine the validity of claims. § 727.108(10) Fla. Stat. The Assignee cannot make any determination as to the validity of the Schafer Claim since it was filed without listing the amount of the claim.

4. The Assignee requests that the Schafer Claim be disallowed.

WHEREFORE, the Assignee requests that the Court (i) enter an order substantially in the form attached as **Exhibit B** disallowing the Schafer Claim, and (ii) grant such further relief to which he is entitled.

/s/ Scott A. Stichter  
Scott A. Stichter (Florida Bar No. 0710679)  
Stichter, Riedel, Blain & Postler, P.A.  
110 E. Madison Street, Ste. 200  
Tampa, Florida 33602-4718  
Telephone: (813) 229-0144  
Facsimile: (813) 229-1811  
Email: [ssstichter@srbp.com](mailto:ssstichter@srbp.com)  
[ssstichter.ecf@srbp.com](mailto:ssstichter.ecf@srbp.com)  
Counsel for Soneet Kapila, Assignee

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the *Objection to Claims of William B. and Gayla D. Schafer* has been furnished on February 13, 2024, via the Court's electronic filing portal to all counsel of record and via U.S. Mail to:

William B. and Gayla D. Schafer  
6596 North Shiloh Church Road  
Patoka, Indiana 4766

Alfred Wm. Schneble, III, Esquire  
The Green Law Firm  
4015 Executive Park Drive, Suite 230  
Cincinnati, OH 45421

/s/ Scott A. Stichter  
Scott Stichter

*The Green Law Firm LLP, Inc.*  
*Attorneys - at - Law*

*F. Harrison Green\**  
*Alfred Wm. Schneble 111\*\**

\* admitted in Ohio & Indiana  
\*\* admitted in Ohio & Florida

June 6, 2019

**VIA REGULAR & CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

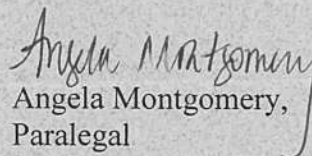
Edward J. Peterson, Esq.  
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.  
110 East Madison Street, Suite 200  
Tampa, Florida 33602

**RE: Laser Spine Institute, LLC v. Kapila, Soneet**  
**Thirteenth Judicial Circuit Court Case Number: 2019-CA-2762**  
**Hillsborough County, Florida – Civil Division**

Dear Mr. Peterson:

Enclosed please find a Proof of Claim in the above captioned matter. If you have any questions, please do not hesitate to contact me.

Respectfully,

  
Angela Montgomery,  
Paralegal

Enclosure

cc: Soneet Kapila  
(via Regular and Certified Mail, Return Receipt Requested)

Executive Park, Suite 230 • 4015 Executive Park Drive • Cincinnati, Ohio 45241  
11 West Monument Avenue • Suite 402 • Dayton, Ohio 45402  
19 South Beech Street • Oxford, Ohio 45056  
Phone (513) 769-0840 • Fax (513) 563-2953

Exhibit A

6.10.19

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
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Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

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

Soneet Kapila,	Division L
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Assignee

**PROOF OF CLAIM**

TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU  
MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE  
ASSIGNEE'S COUNSEL, NO LATER THAN:

**JULY 12, 2019**

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

SONEET KAPILA, ASSIGNEE  
1000 SOUTH FEDERAL HIGHWAY, SUITE 200  
FORT LAUDERDALE, FL 33316

ASSIGNEE'S COUNSEL IS:  
EDWARD J. PETERSON, ESQUIRE  
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.  
110 E. MADISON ST., SUITE 200  
TAMPA, FL 33602

1. PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:  
Laser Sprine Institute, LLC  
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. CREDITOR NAME (Your name): William B. and Gayla D. Schafer  
ADDRESS: 6596 North Shiloh Church Road  
ADDRESS: Patoka, Indiana 4766  
CITY, STATE, ZIP:  
TELEPHONE NUMBER: (812) 304-0465  
E-MAIL ADDRESS: wbgay2005@gmail.com

*Please be sure to notify us if you have a change of address.*

Check box if address on claim differs from address to which this notice was sent: [ ]

3. BASIS FOR CLAIM:  
☐ Goods Sold ☐ Wages, Salaries and Compensations ☐ Secured Creditor  
☒ Services Performed ☐ Taxes  
☐ Money Loaned ☐ Customer Deposit  
☐ Shareholder ☐ Other:

4. DATE DEBT WAS INCURRED:

June 25, 2015

5. AMOUNT OF CLAIM:

Unliquidated: In Excess of \$1,500,000.00

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s): N/A

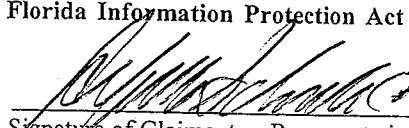
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.  
\*Attached is Filed Complaint

8. SIGNATURE: Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 6/6/19

BY:

  
Signature of Claimant or Representative

Alfred Wm. Schneble III, Attorney for Creditor  
Print Name and Title Here  
4015 Executive Park Drive, Suite 230  
Cincinnati, Ohio 45241  
(513) 769-0840  
bud@thegreenlawfirm.org  
Florida Bar #0382681

For Assignee's Use Only:  
Claim Number: \_\_\_\_\_  
Date: \_\_\_\_\_

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE

WILLIAM BRENT SCHAFER  
6596 North Shiloh Church Road  
Patoka, Indiana 47666

Cause No. 3:18-cv-23

and

GAYLA DENISE SCHAFER  
6596 North Shiloh Church Road  
Patoka, Indiana 47666

Plaintiffs,

-vs-

LASER SPINE INSTITUTE, LLC  
450 North New Ballas Road  
Creve Coeur, Missouri 63141

TROY HENRY CARON, D.O.  
1229 East Seminole, Suite 200  
Springfield, Missouri 63804

SUNG T. CHOE, M.D.  
c/o Laser Spine Institute  
450 North New Ballas Road  
Creve Coeur, Missouri 63141

ANTHEM INSURANCE COMPANIES, INC.  
c/o CT Corporation System  
150 West Market Street, Suite 800  
Indianapolis, Indiana 46204

and

Various John Does and Jane Does

Defendants.

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VERIFIED COMPLAINT WITH JURY DEMAND ENDORSED HEREON

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Now come Plaintiffs, William Brent Schafer and Gayla Denise Schafer, by and through counsel, and for their Complaint, state as follows:

### NATURE OF THE ACTION

This is an action for medical negligence is failing to observe proper clearance for the surgical procedures intended for the patient.

### PARTIES

1. Plaintiffs, William Brent Schafer and Gayla Denise Schafer are married residents of Gibson County, Indiana.

2. At all times relevant herein, Laser Spine Institute LLC is and was a duly licensed Florida foreign corporation organized and existing under the laws of the State of Missouri and having its principal place of business in Missouri located at 450 North New Ballas Road, Creve Coeur, Missouri 63141. The statutory agent for Laser Spine Institute, LLC is CT Corporation System, whose mailing address is 120 South Central Avenue, Clayton, Missouri 63105.

3. At all times relevant herein, Defendant Troy Henry Caron, D.O., was a duly licensed physician in the State of Missouri, and was a physician who provided surgical care and treatment to William Brent Schafer on June 25, 2015. Defendant Troy Henry Caron, D.O., is a representative of Defendant Laser Spine Institute, LLC through which he provided medical

services to Plaintiff William Brent Schafer. Defendant Troy Henry Caron, D.O. has a principal business address of 1229 East Seminole, Suite 200, Springfield, Missouri 65804.

4. At all times relevant herein, Defendant Sung T. Choe, M.D., was a duly licensed physician in the State of Missouri, and was a physician who provided anesthesia care and treatment to William Brent Schafer on June 25, 2015. Defendant Sung T. Choe, M.D., is a representative of Defendant Laser Spine Institute, LLC through which he provided medical services to Plaintiff William Brent Schafer.

5. At all times relevant herein, Laser Spine Institute, LLC held itself out to the public, and specifically to William Brent Schafer, as an association providing competent and qualified medical, nursing and surgical services, care and treatment by and through its physicians, physicians in training, residents, nurses, agents, ostensible agents, servants and/or employees.

6. At all times relevant herein, Troy Henry Caron, D.O. was an agent, servant, and/or employee of Laser Spine Institute, LLC, and was acting within the course and scope of his agency and/or employment at the time of his care and treatment of William Brent Schafer.

7. At all times relevant herein, Troy Henry Caron, D.O. was the supervising attending physician(s) when care and treatment was provided to William Brent Schafer.

8. At all times relevant, Plaintiff William Brent Schafer specifically informed Defendant Troy Henry Caron, D.O. that he did not permit any other physician, including interns and resident medical students for any purpose, to participate or be present in any operation procedures that related to his care.

9. At all times relevant herein, Laser Spine Institute, LLC, is responsible for providing competent and qualified medical and nursing services, care and treatment by and

through its physicians, physicians in training, residents, nurses, agents, ostensible agents, servants and/or employees, to Plaintiff William Brent Schafer.

COUNT ONE  
(Negligence)

10. Plaintiffs hereby incorporate by reference all of the allegations and averments set forth above as if fully rewritten herein.

11. On June 25, 2015, William Brent Schafer underwent surgery at Laser Spine Institute located in Creve Coeur, Missouri for a laminoplasty from C-3 to C-7 with additional attention to C-2 and C-7 – T-1 level using a system performing posterolateral fusion.

12. Surgery was performed by Dr. Caron and/or other physicians, physicians in training, residents, nurses, agents, ostensible agents, servants and/or employees of Laser Spine Institute, LLC.

13. Dr. Caron undertook the responsibility of supervising, caring for and treating William Brent Schafer with accepted and recognized standards of care for physicians and nurses, and owed him a duty to provide care and treatment within the accepted and recognized standards.

14. On the above date and time, the procedure was done by the attending physicians Dr. Caron. During the course of the procedure or subsequently shortly thereafter while William Brent Schafer was either under the anesthesia in the operating suite or in recovery, Schafer suffered a heart attack.

15. During the course of the pre-operative procedures, defendants failed to meet the standard of care for clearance for the intended procedures due to the plaintiff's medical history and pre-operative test results.

16. Post-surgery, William Brent Schafer suffered from a heart attack that was projectable based upon his condition pre-operatively: it was subsequently determined that there was blockage in two (2) arteries, one being eighty (80%) percent blocked and another one hundred (100%) blocked.

17. William Brent Schafer by reason of the cardiac issues was transported to Des Peres Hospital for treatment which required additional medical care by reason of the conduct of the defendants.

18. As a result of the negligence of the defendants, William Brent Schafer has suffered significant permanent damage to his cardiovascular system; and, he is totally disabled for work purposes and has lost the ability to perform household, recreational and other activities. Furthermore, William Brent Schafer suffers physical and emotional pain.

19. Laser Spine Institute LLC, are liable under the doctrine of respondent superior and/or apparent agency and/or agency by estoppel for the negligence of the nurses and physicians caring for William Brent Schafer whether employees, agents or servants. Laser Spine Institute, LLC were negligent or deviated from the accepted standards of care in the failure to properly train residents, nurses, and other health care providers in providing pre-operative and surgical treatment, treatment and care to a patient such as William Brent Schafer.

20. As a direct and proximate result of the negligence of the Defendants, William Brent Schafer was temporally, permanently, and severally injured, causing significant pain and suffering, mental anguish, emotional distress and severe emotional distress.

21. As a direct and proximate result of the negligence of the Defendants, William Brent Schafer incurred additionally medical expenses and will continue to incur additional medical expenses.

22. As a direct and proximate result of the negligence of the Defendants, William Brent Schafer has endured severe physical pain, physical pain and emotional suffering.

23. As a direct and proximate result of the negligence of the Defendants, William Brent Schafer has endured a significant loss of the enjoyment of life, and will continue to endure a significant loss of the enjoyment of life.

COUNT TWO  
(Negligence)

24. Plaintiffs hereby incorporate by reference all of the allegations and averments set forth above as if fully rewritten herein.

25. As a direct and proximate result of the Defendants' negligence acts and/or admissions and/or reckless conduct, Defendants and their agents, ostensible agents, servants and/or employees breached their duty of care and treatment to William Brent Schafer by failing to exercise an appropriate degree of skill, care, and diligence required of them and failing to provide William Brent Schafer with medical and nursing care with surgical, medical and nursing care ordinarily used by physicians, surgeons, physicians in training, resident physicians, hospitals, nurses and/or other care providers in the like and similar circumstances.

26. Defendants, their agents, ostensible agents, servants and/or employees providing care and treatment to William Brent Schafer that fell below accepted standards of care required of physicians, surgeons, hospitals, nurses and/or other care providers in the care and treatment provided to William Brent Schafer, on that failure to follow the accepted standards of care was negligent, unreasonable, and reckless.

27. As a direct and proximate result the negligence and reckless conduct of the Defendants, their agents, ostensible agents, servants and/or employees, William Brent Schafer

suffered pain, discomfort, disfigurement, mental and emotional distress, depression, medical expenses, therapy expenses, exercise expenses, medical apparatus expenses and expects to incur continuing and ongoing damages and expenses in the future.

28. At all times relevant herein, Plaintiffs William Brent Schafer and Gayla Denise Schafer were legally married and living together as husband and wife.

29. As a direct and proximate result the negligence and reckless conduct of the Defendants, their agents, ostensible agents, servants and/or employees, Gayla Denise Schafer suffered and will continue to suffer in the future loss of her husband's affection, guidance, support, consortium, services, care, assistance, society, companionship, her own emotional distress, mental anguish, the loss of the enjoyment of life and other pecuniary and non-pecuniary loss and expects to suffer and incur continuing and ongoing damages in the future.

### COUNT THREE

30. Plaintiffs hereby incorporate by reference all of the allegations and averments set forth above as if fully rewritten herein.

31. Laser Spine Institute LLC is ostensibly liable, vicariously liable, and/or liable under the theory of respondent superior, apparent agency, and/or agency by estoppel for any and all negligent acts and/or omissions of Dr. Caron and other nurses, physicians and/or employees who provided care and treatment to William Brent Schafer.

### COUNT FOUR

32. Plaintiffs hereby incorporate by reference all of the allegations and averments set forth above as if fully rewritten herein.

33. Defendants, their agents, ostensible agents, servants and/or employees failed in their duty that was owed to William Brent Schafer to provide his care and treatment that a reasonable physician and/or surgeon and/or nurse would provide to a patient under like or similar circumstances.

34. Defendants, their agents, ostensible agents, servants and/or employees breached that duty when they failed to observe proper clearance protocol pre-operatively causing additional and unnecessary pain, suffering, and damage to William Brent Schafer.

35. The Defendants performed portions of the June 25, 2015 surgery and subsequent surgeries against the informed consent given by William Brent Schafer.

36. This unreasonable conduct demonstrates conscious disregard and recklessness for the rights and well-being of William Brent Schafer.

37. As a direct and proximate result of the reckless conduct of the Defendants, William Brent Schafer incurred significant pain, injury, emotional distress, severe emotional distress, mental anguish, and suffering on a temporary and permanent basis.

#### COUNT FIVE – SUBROGATION

38. Plaintiffs hereby incorporate by reference all of the allegations and averments set forth above as if fully rewritten herein.

39. At all times relevant herein, Plaintiff William Brent Schafer was insured with a policy of health insurance administered by Anthem Insurance Companies, Inc. which has paid some or all of his medical bills and which may insert a claim of subrogation.

#### COUNT SIX – BREACH OF CONTRACT

40. Plaintiffs hereby incorporate by reference all of the allegations and averments set forth above as if fully rewritten herein.

41. Plaintiffs contracted with Defendants Troy Henry Caron, D.O., and Laser Spine Institute, LLC to perform services to repair specific areas of the cervical and lumbar spine.

42. As a part of the contract with the Defendants, it was specified to Plaintiffs that there would be a review of pre-operative procedures for purpose of the health and safety of William Brent Shafer prior the intended surgical procedures.

43. Defendants breached their contractual duties by not properly evaluating the health and safety status of William Brent Schafer.

44. As a result of said breach of contract, Plaintiffs have suffered severe and permanent damages.

45. As a result of Defendants willful and wanton disregard of the terms of the contract, said intentional act was done in complete disregard for the safety of the Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally for that amount of money which will fully and fairly compensate them for their loss but in excess of \$1,500,000.00 for compensatory damages and \$2,500,000.00 for punitive damages (if available), together with costs, interest, expenses, attorneys' fees, and any and all other relief that they may be legally or equitably entitled.

Respectfully submitted,

F. HARRISON GREEN CO., L.P.A.

/s/ F. Harrison Green  
F. Harrison Green, Trial Attorney for



Plaintiffs William Brent Schafer and Gayla Denise  
Schafer  
Indiana Supreme Court Reg.22154-18  
Executive Park, Suite 230  
4015 Executive Park Drive  
Cincinnati, Ohio 45241  
Tel. (513) 769-0840  
Fax (513) 563-2953  
Email: [fhgreen@fuse.net](mailto:fhgreen@fuse.net)

**JURY DEMAND**

Plaintiffs further request a trial by a jury of their peers in this matter.

/s/ F. Harrison Green  
F. Harrison Green  
Trial Attorney for Plaintiffs

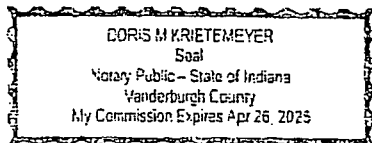
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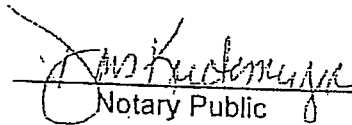
STATE OF INDIANA        }  
                                  } ss:  
COUNTY OF GIBSON        }

I, WILLIAM BRENT SCHAFER, state that I am authorized in the premises, have read the foregoing Complaint and have further read the pleading I believe them to be true to the best of my knowledge and belief.

  
WILLIAM BRENT SCHAFER

Sworn to before me and subscribed in my presence this 5 day of January, 2018.



  
Notary Public

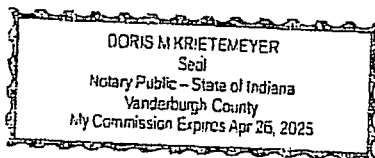
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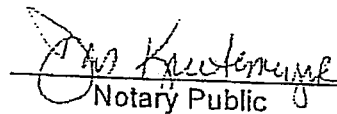
STATE OF INDIANA       }  
                                      }  
COUNTY OF GIBSON       } ss:

I, GAYLA DENISE SCHAFER, state that I am authorized in the premises, have read the foregoing Complaint and have further read the pleading I believe them to be true to the best of my knowledge and belief.

  
GAYLA DENISE SCHAFER

Sworn to before me and subscribed in my presence this 5 day of January, 2018.

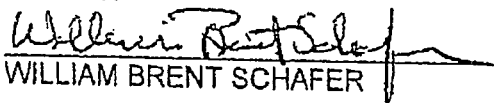


  
Notary Public

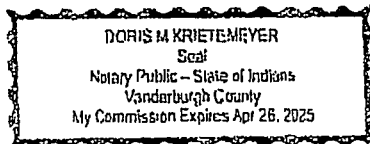
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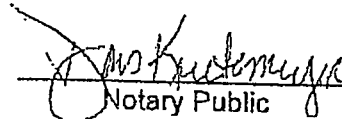
STATE OF INDIANA       }  
                                      } ss:  
COUNTY OF GIBSON     }

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WILLIAM BRENT SCHAFER

Sworn to before me and subscribed in my presence this 5 day of January, 2018.

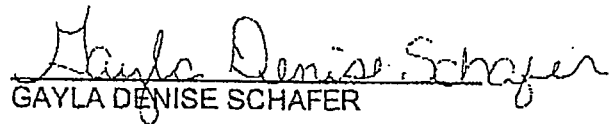


  
Notary Public

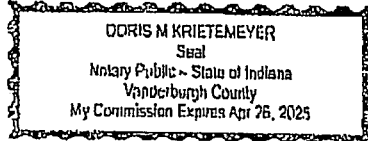
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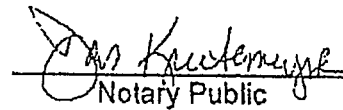
STATE OF INDIANA       }  
                                      }  
COUNTY OF GIBSON       } ss:

I, GAYLA DENISE SCHAFER, state that I am authorized in the premises, have read the foregoing Complaint and have further read the pleading I believe them to be true to the best of my knowledge and belief.

  
GAYLA DENISE SCHAFER

Sworn to before me and subscribed in my presence this 5 day of January, 2018.



  
Notary Public

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

In re:

Laser Spine Institute, LLC <sup>1</sup>	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,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

**ORDER SUSTAINING OBJECTION TO  
CLAIM OF WILLIAM B. AND GAYLA D. SCHAFER**

THESE CASES came on for hearing on \_\_\_\_\_ upon the Objection to Claim of William B. and Gayla D. Schafer (the “**Objection**”). The Objection seeks to disallow the Schafer

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<sup>1</sup> On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases (collectively, the “**Assignment Cases**” or the “**Assignment Estates**”) of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (collectively, the “**Assignors**”).

Claim<sup>2</sup>. The Court, having considered the Objection, and being fully advised of the record, finds that the Objection should be sustained. Accordingly, it is

**ORDERED:**

1. The Objection is sustained.
2. The Schafer Claim is disallowed.

DONE AND ORDERED in Hillsborough County, Florida this \_\_\_\_ day of February, 2024.

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DARREN FARFANTE  
Circuit Court Judge

Copy to: Counsel of record

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<sup>2</sup> Capitalized claims not defined in the Order shall have the meaning set forth in the Objection.