

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS
AT KANSAS CITY**

STEPHEN WILES, M.D., et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 07-2075JWL
)	
LCA-VISION, INC.)	
)	
Defendant.)	

PRELIMINARY INJUNCTION ORDER

On this 2nd day of March, 2007, this matter came before the Court on Plaintiffs' Verified Complaint and specifically Plaintiffs' Motion for Preliminary Injunction and Memorandum in Support Thereof. Plaintiffs Stephen Wiles, M.D. and Lasik-1 of Kansas, P.A. (formerly known as "LasikPlus of Kansas, P.A.") appeared through Stephen R. Miller of the Miller Law Firm, P.C. Defendant LCA-Vision, Inc. ("LCA") appears through William Hanna of Stinson Morrison Hecker LLP.

LCA denies the material allegations set forth in Plaintiff's Motion. Nonetheless, for the reasons set forth more fully on the record of the hearing, LCA consents to entry of a Preliminary Injunction as set forth herein. In so doing, LCA is not admitting liability to Plaintiffs or to any other person or entity, such liability being expressly denied.

LCA specifically reserves the right to enforce whatever rights, if any, that it may have pursuant to the Management Agreement and the Servicing Agreement, including enforcement of the restrictive covenants and non-competition agreements contained therein.

Based on Plaintiff's Verified Complaint and Plaintiff's Motion for Preliminary Injunction

and Memorandum in Support Thereof and LCA's consent to the entry of certain injunctive relief as described herein it is therefore, ORDERED ADJUDGED AND DECREED that:

- (a) LCA shall promptly provide to Plaintiffs in a usable electronic format the names, addresses, telephone numbers, and other contact information concerning the Plaintiffs' patients in order to permit LasikPlus and Dr. Wiles to transmit the form of letter attached hereto as Exhibit A;
- (b) LCA shall turn over the original records and charts of all of the Plaintiffs' patients by no later than 5:00 p.m. on Monday, March 5, 2007;
- (c) LCA shall not interfere, directly or indirectly, with the right and ability of Plaintiffs to purchase, maintain, and operate an Excimer laser;
- (d) LCA shall not use the image, likeness, name, and credentials of Dr. Wiles.
- (e) LCA shall provide current address, telephone number and other contact information for Plaintiffs to any patient previously treated or seen by Plaintiffs that comes to any LCA managed facility and inquires of Dr. Wiles.
- (f) LCA shall not use the federal tax identification number of Dr Wiles or his private ophthalmology practice of Deligeorges & Wiles for any purpose related to insurance coverage or reimbursement.
- (g) To the extent that LCA becomes aware of any instance in which the federal tax identification number of Dr. Wiles or Deligeorges & Wiles has been used in relation to insurance coverage or reimbursement, LCA shall promptly disclose such instances to Plaintiffs.
- (h) LCA shall promptly provide all financial statements, including income statements, balance sheets, and general ledgers in its possession concerning

LasikPlus and shall otherwise cooperate with the accountants for LasikPlus; and

- (i) LCA shall promptly provide all federal and state tax returns for LasikPlus in its possession concerning LasikPlus and shall otherwise cooperate with the accountants for LasikPlus.

It is further ORDERED, ADJUDGED AND DECREED that this Preliminary Injunction shall remain in full force and effect until the Court has heard and decided Plaintiff's Complaint for Permanent Injunction or until otherwise modified or dissolved pursuant to order of this Court.

IT IS SO ORDERED.

s/ John W. Lungstrum

The Honorable John W. Lungstrum
Chief Judge

EXHIBIT A

Proposed form of general notice to all LasikPlus patients previously treated by Dr. Wiles.

Dear [*(Patient)*]:

I appreciate the opportunity to have performed your lasik surgery. I hope that you are happy with the results and are enjoying your life without glasses or contacts. You will recall that at the time of your treatment, LasikPlus offered you an Acuity Plan as part of your original fee that provided to you post-operative exams and enhancement procedures at no additional cost. Your continued care and satisfaction is important to me.

The purpose of this letter is to inform you of recent changes to my practice, including a new name and a new location for LasikPlus. I have changed the name of my practice from LasikPlus of Kansas, P.A. to Lasik-1 of Kansas, P.A. and have moved my office from its former location in Leawood, Kansas, to 211 N.E. 54th Street, Suite 202, Kansas City, Missouri 64118. Our new phone number is 1-800-255-7977. Although the name of the practice has changed, the physician, services, and commitment to you have not.

You will recall that in order to remain eligible under the Acuity Plan, you are encouraged to keep three month, six month and one year eye exams during the first year and an annual eye exam thereafter. Please feel free to contact me at my new location regarding eye exams and any enhancement procedures and any other issues you may have.

A new ophthalmologist, Dr. Dean Ellis, M.D., has recently leased the space at my old location in Leawood and has hired LCA Vision, my former management company, to manage his practice. You have the right to select the physician of your choice and if, for any reason, you desire to see Dr. Ellis in Leawood, you may do so. Please contact my office and we can make necessary arrangements to remove you from our patient list and to transfer responsibility for your care to the physician of your choice.

Thank you again. It has been a pleasure to serve you.

Sincerely,

Lasik-1 of Kansas, P.A.

Stephen Wiles, M.D.

