

Laser Spine Institute, LLC  
CLM Aviation, LLC  
LSI HoldCo, LLC  
LSI Management Company, LLC  
Laser Spine Surgery Center of Arizona, LLC  
Laser Spine Surgery Center of Cincinnati, LLC  
Laser Spine Surgery Center of Cleveland, LLC  
Laser Spine Surgical Center, LLC  
Laser Spine Surgery Center of Pennsylvania, LLC  
Laser Spine Surgery Center of St. Louis, LLC  
Laser Spine Surgery Center of Warwick, LLC  
Medical Care Management Services, LLC  
Spine DME Solutions, LLC  
Total Spine Care, LLC  
Laser Spine Institute Consulting, LLC  
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762  
Case No. 2019-CA-2764  
Case No. 2019-CA-2765  
Case No. 2019-CA-2766  
Case No. 2019-CA-2767  
Case No. 2019-CA-2768  
Case No. 2019-CA-2769  
Case No. 2019-CA-2770  
Case No. 2019-CA-2771  
Case No. 2019-CA-2772  
Case No. 2019-CA-2773  
Case No. 2019-CA-2774  
Case No. 2019-CA-2775  
Case No. 2019-CA-2776  
Case No. 2019-CA-2777  
Case No. 2019-CA-2780

Assignors,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

---

# EXHIBIT A

**ASSIGNEE'S MOTION FOR (A) ORDER APPROVING SETTLEMENT AND  
COMPROMISE OF CLAIMS AGAINST FORMER DIRECTORS AND OFFICERS,  
(B) ORDER AUTHORIZING PAYMENT OF PROFESSIONAL FEES, AND (C) FINAL  
JUDGMENT AS TO SETTLED CLAIMS IN LAWSUITS**

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This is a Settlement Agreement and General Release ("Agreement") effective as of the date signed by the last party ("Effective Date"), by and between Soneet R. Kapila (the "Assignee" or "Plaintiff"), in his capacity as the Assignee of Laser Spine Institute, LLC ("LSI") and each of the following affiliated entities (collectively, the "Companies"): CLM Aviation, LLC; LSI Holdco, LLC; LSI Management Company, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of Cleveland, LLC; Laser Spine Surgery Center, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Warwick, LLC; Medical Care Management Services, LLC; Spine DME Solutions, LLC; Total Spine Center, LLC; Laser Spine Institute Consulting, LLC; and Laser Spine Surgery Center of Oklahoma, LLC (LSI and the Companies are collectively referred to as the "LSI Entities") and Mark Andrzejewski, Sean Dempsey, William Esping, Jonathan Lewis, Robert Basham, Edward DeBartolo, Robert Grammen, William Horne, Ray Monteleone, Michael Perry, James St. Louis III, Chris Sullivan and Geza Henni (collectively referred to as "Defendants"). The parties to this Agreement are individually referred to as a "Party" and collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, on March 14, 2019, LSI executed and delivered an assignment for the benefit of creditors to the Assignee. Also on March 14, 2019, the Assignee filed a Petition with the Circuit Court for Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Consolidated Case Number 2019-CA-2762 pursuant to section 727 of the Florida Statutes (the "LSI Assignment Case").

**WHEREAS**, simultaneous with the filing of the LSI Assignment Case, the Assignee filed 15 other Petitions commencing an assignment for the benefit of creditors proceeding for each of the 15 Companies (such 15 assignment cases and the LSI Assignment Case are collectively referred to as the "Assignment Case").

**WHEREAS**, Plaintiff, as assignee of the LSI Entities, filed the following 13 lawsuits (collectively referred to as the "Lawsuits") against Defendants:

- a. Soneet R. Kapila v. Jonathan Lewis  
United States District Court, Middle District of Florida  
Case No. 8:19-cv-1800
- b. Soneet R. Kapila v. Sean Dempsey  
United States District Court, Middle District of Florida  
Case No. 8:19-cv-1802
- c. Soneet R. Kapila v. Mark Andrzejewski  
United States District Court, Middle District of Florida  
Case No. 8:19-cv-2812
- d. Soneet R. Kapila v. William Esping  
United States District Court, Middle District of Florida

Case No. 8:20-cv-436

- e. Soneet R. Kapila v. Edward DeBartolo  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-6817
- f. Soneet R. Kapila v. Chris Sullivan  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-6820
- g. Soneet R. Kapila v. William E. Horne  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-6821
- h. Soneet R. Kapila v. Robert Basham  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-6822
- i. Soneet R. Kapila v. Geza Henni  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-6823
- j. Soneet R. Kapila v. Dr. James St. Louis III  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-6880
- k. Soneet R. Kapila v. Dr. Michael W. Perry  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-11753
- l. Soneet R. Kapila v. Raymond Monteleone  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-11754
- m. Soneet R. Kapila v. Robert Grammen  
Thirteenth Judicial Circuit, Hillsborough County, Florida  
Case No. 19-CA-11755

**WHEREAS**, the Lawsuits, in some cases through multiple amendments, assert that the Assignee is the duly-appointed and acting statutory assignee for the benefit of creditors of the LSI Entities.

**WHEREAS**, the Lawsuits, in some cases through multiple amendments, assert claims against Defendants as former managers and/or officers of the Companies for multiple wrongful acts, including claims for breaches of duties owed to the Companies; aiding and abetting breaches of fiduciary duty; willful misconduct and bad faith; breach of fiduciary duty and the duty of loyalty; failing to exercise diligence in the administration of the affairs of the Companies and in the use and preservation of their property and assets;

failing to conduct the affairs of the Companies in a manner so as to make it possible to provide the highest quality performance of their business; failing to avoid wasting the Companies' assets; failing to maximize the value of the Companies for the benefit of all those having an interest in the Companies; avoidance and recovery of alleged direct fraudulent transfers (as to certain Defendants); failing to act in the best interests of the Companies and their creditors, failing to comply with the Worker Adjustment and Retraining Notification Act; and failing to obtain adequate insurance coverage for the Companies and improperly implementing or continuing self-insurance programs for professional liability insurance, medical malpractice insurance, and employees' health insurance (collectively, the "Claims"). Defendants dispute Plaintiff's allegations in each Lawsuit.

**WHEREAS**, the Parties agree that the Assignee has sole legal standing and authority to pursue and settle the Claims in accordance with Chapter 727, Florida Statutes, as assignee for the benefit of creditors of the LSI Entities.

**WHEREAS**, the Parties are represented by counsel, recognize their respective rights and obligations, seek to avoid the costs, expenses and uncertainty of additional litigation, and have agreed to settle the Lawsuits and, except as specifically limited herein in respect of the Preserved Claims (as defined below), Plaintiff agrees to waive and release all matters and disputes against the Defendants and all former managers and officers of the Companies, including all Claims that were asserted or which could have been asserted in the Lawsuits, as set forth in paragraph 5 below.

**WHEREAS**, the Parties have signed this Agreement of their own free will and volition, with full recognition and understanding of their respective rights and obligations under, and the legal effect of, this Agreement;

**NOW, THEREFORE**, in consideration of the promises, terms and conditions contained herein, and other good and valuable consideration, the Parties stipulate and agree as follows:

### **TERMS**

1. Recitals. The recitals to this Agreement are true and correct and expressly incorporated into this Agreement as mutually stipulated facts between the Parties.

2. Settlement Payment. Within 30 days from the date of the "Final Order," as defined in Paragraph 4 below, Defendants agree to pay or cause to be paid to Plaintiff the total sum of Nine Million Dollars (\$9,000,000.00) by wire transfer delivered to Plaintiff pursuant to wire transfer instructions to be provided by Plaintiff (the "Settlement Payment"). If the Final Order is not issued by October 1, 2021, the Defendants will place or cause the Settlement Payment to be placed in an interest bearing escrow account with counsel for the Defendants pending issuance of the Final Order.

3. Approval of Agreement by the Circuit Court. The Circuit Court for the Thirteenth Judicial Circuit, Hillsborough County, Florida is presiding over the Assignment Case (the "Circuit Court"). The Parties agree that this Agreement is subject to and conditioned on

the approval of the Circuit Court upon the filing of a motion. Plaintiff agrees to file a motion with the Circuit Court requesting approval of this Agreement (the "Approval Motion") along with a proposed Order and Final Judgment approving the Agreement in the form and content of Exhibit A attached hereto (the "Approval Order") within five business days of the Effective Date, and to diligently prosecute the Approval Motion. The Defendants agree that they will support and not oppose entry of the Approval Order and that they will support the Assignee's efforts to obtain the Final Order.

4. Binding Effect and Final Order. This Agreement shall be binding on the Parties, including the LSI Entities, on the Effective Date, subject only to entry of the Approval Order by the Circuit Court and the Approval Order becoming a Final Order, which Final Order shall be deemed to occur in either of the following ways:

- a. The Circuit Court has entered the Approval Order and the time to appeal, petition for an extraordinary writ, or move for reargument or rehearing of the Approval Order has expired (which the parties agree is 30 days from the date of rendition of the Approval Order) and no timely appeal, petition for an extraordinary writ, or motion for reargument or rehearing of the Approval Order has been filed.

Under this circumstance, the parties agree that the Approval Order is now a Final Order and that payment shall be made in accordance with Section 2.

- b. The Circuit Court has entered the Approval Order and an appeal, petition for an extraordinary writ, or motion for reargument or rehearing of the Approval Order has been filed, and such filing or proceeding has been voluntarily withdrawn or resolved by the highest court (or any other tribunal having appellate jurisdiction over the Approval Order) to which the Approval Order was appealed, or to which a petition for an extraordinary writ was taken, or from which reargument or rehearing was sought, and the Approval Order has not been reversed, vacated, stayed, modified or amended, and the time to take any further appeal, petition, or motion has expired without such actions having been taken.

Under this circumstance, the parties agree that the Approval Order is now a Final Order and that payment shall be made in accordance with Section 2.

Nothing in this Agreement shall prevent the Parties from agreeing to waive the requirement of a Final Order if the party appealing the Approved Order has not obtained a stay pending appeal.

5. General Release.

Except for the Preserved Claims (as defined below) and subject to and strictly conditioned on Plaintiff's receipt of the Settlement Payment as set forth above, and in consideration of the foregoing, receipt and sufficiency of which is hereby acknowledged, Plaintiff, on behalf of himself as Assignee and the LSI Entities, and each of their respective directors, officers, managers, members, shareholders,

attorneys, employees, agents, representatives, beneficiaries, predecessors, successors, or assigns (collectively, the "Assignee Releasors"), hereby irrevocably, unconditionally and forever release, waive and discharge the Defendants and all former managers and officers of the LSI Entities, and each of their attorneys, agents and insurers (collectively, the "Defendant Releasees") from any and all Claims asserted in the Lawsuits, and all Claims that could have been asserted in the Lawsuits, including, without limitation, any claims for breach of fiduciary duty for any wrongful acts, any claims for breach of the duty of loyalty, any claims for aiding and abetting breaches of fiduciary duty or the duty of loyalty, any claims for conspiracy, any claims for negligence or breach of contract, any statutory claims, and any claims for mismanaging any of the Companies in any way, including any claims for failing to obtain adequate insurance coverage for the Companies and implementing or continuing self-insurance programs for professional liability insurance, medical malpractice insurance, and employee health insurance.

In addition and subject to the Preserved Claims (as defined below), the Assignee Releasors hereby irrevocably and unconditionally forever release, waive and discharge the fraudulent transfer claims (i) that were asserted against Robert Grammen, James St. Louis, and Raymond Monteleone in those certain lawsuits set forth on Exhibit B attached hereto, and (ii) any other fraudulent transfer claims or other claims that seek the recovery of any distributions, or the value of any distributions (as damages or otherwise), made directly by any of the LSI Entities to any individual former managers and officers of the Companies that could have been asserted against any and all other individual former managers and officers of the Companies.

Notwithstanding the foregoing and notwithstanding anything herein to the contrary, the releases and covenant not to sue contained herein from the Assignee Releasors to the Defendant Releasees do not and shall not include or release (i) any claims and causes of action based on fraudulent transfer theories or otherwise, including without limitation, claims for the avoidance and recovery of a transfer of money or property made by the LSI Entities to or against any corporate entity (which refers to any form of entity, whether it is an LLLP, an LLC, an Ltd., an Inc., an L.P., or any other form of entity), including the claims and causes of action asserted in those certain pending fraudulent transfer lawsuits brought by Plaintiff and set forth on Exhibit C attached hereto (collectively, the "FT Claims"), (ii) any claims or causes of action based on alleged fraudulent transfers against Jill St. Louis, Glen Hamburg or Clinton Phillips, each of whom have been sued individually by Plaintiff in the lawsuits set forth on Exhibit D hereto and (iii) any claims or causes of action by Plaintiff to avoid and recover any subsequent transfers arising from, related to or resulting from the FT Claims against any immediate, mediate or subsequent transferee of such FT Claims (whether filed, pending or not) and whether against one or more former managers or officers of the LSI Entities, it being understood that there are no limitations being imposed by this Agreement on Plaintiff's right to collect against any person or entity, whether based on subsequent transferee liability or otherwise, on any judgment that may be obtained in respect of the FT Claims (collectively, the claims and causes of action set forth in this paragraph shall

be referred to as the "Preserved Claims"). Neither this paragraph nor the Agreement impacts, impairs, waives or in any way releases any defense, claim or counterclaim that the Defendant Releasors (defined below), any corporate entity, or any former officer or manager of the LSI Entities may have to the Preserved Claims.

Nothing in this Agreement is intended to relieve the Defendants of any of their obligations set forth within this Agreement.

Except for the Preserved Claims (as defined above) and subject to and strictly conditioned on Plaintiff's receipt of the Settlement Payment as set forth above, the Assignee Releasors covenant and agree not to pursue or prosecute any suit, claim, action, or proceeding seeking recovery against or from any Defendant Releasees arising out of or relating to any one or more of the matters released, waived and discharged in this paragraph 5.

Subject to and strictly conditioned on Plaintiff's receipt of the Settlement Payment as set forth above, and in consideration of the foregoing, receipt and sufficiency of which is hereby acknowledged, effective as of the filing of the Dismissal with Prejudice as set forth in paragraph 6 of this Agreement, each Defendant, on behalf of himself, and each of their respective attorneys, agents and insurers (collectively, the "Defendant Releasors"), hereby irrevocably, unconditionally and forever release, waive and discharge the Assignee, his attorneys, agents, and professionals (collectively, the "Assignee Releasees") from any and all claims asserted or that could have been asserted by the Defendants in the Lawsuits. Notwithstanding the foregoing, no Defendant Releasor is releasing any defense to any filed or to be filed Preserved Claims, including all defenses as a mediate or subsequent transferee. All defenses, counterclaims and third party claims are preserved and in no way impacted or impaired by this Agreement.

6. Dismissal with Prejudice. The Parties agree to dismiss with prejudice all claims in the Lawsuits by filing Joint Stipulations for Dismissal with Prejudice within five business days from Plaintiff's receipt of the Settlement Payment.

7. Termination of Agreement. If the Circuit Court does not approve this Agreement in its entirety, then any Party may promptly withdraw his or its acceptance of this Agreement by written notice to the other Parties. Further, and notwithstanding any other provision of this Agreement, if a Final Order has not been obtained within two years of the date of the Approval Order, then any Party may terminate this Agreement upon written notice to the other Parties, at which time this Agreement shall be deemed null and void and the Parties shall revert back to the *status quo ante*. In the event of a termination pursuant to this paragraph or if the Approval Order is reversed or remanded in connection with any appeal and the Agreement is not thereafter approved after reversal or remand, then the Parties agree that any limitations period (whether in law or equity, including statute of limitations, statute of repose, laches or any other time based defense) applicable to any of the Claims in each Lawsuit shall be tolled beginning on the Effective Date through and including the 30<sup>th</sup> day after (i) the date upon which the written notice of termination is sent, or (ii) the date of a final order not approving the Agreement. For the avoidance of doubt, the foregoing tolling provision is intended to preserve the Parties' Claims as they existed

as of the Effective Date; it is not intended to resurrect claims that are barred as of the Effective Date. In the event of an appeal of the Approval Order, the Parties agree to use their collective best efforts to maintain the pendency of the Lawsuits in their respective courts.

8. No Admission of Liability. The Parties understand and agree that neither this Agreement nor any of the undertakings referenced in this Agreement constitute any admission of liability or otherwise, which is expressly denied.

9. Attorneys' Fees. The Parties understand and agree that each Party shall bear its own costs and attorney's fees incurred in the Lawsuits and in connection with this Agreement and resolution of this matter.

10. Paragraph Headings. The headings of the paragraphs of this Agreement are inserted only for the purpose of convenience of reference and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.

11. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce or interpret this Agreement shall lie in the Assignment Case pending before the Circuit Court for the Thirteenth Judicial Circuit, Hillsborough County, Florida.

12. Authorization, Acknowledgement, Interpretation, and Entirety. By each signature to this Agreement, each undersigned warrants that he or she is duly and fully authorized to execute and deliver this instrument for and on behalf of the entity or organization for which that person signs. Each Party has reviewed and participated in the drafting of this Agreement, and received the advice of their own independent, respective counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. Each person signing below represents and warrants that such person has been duly authorized to execute this Agreement, and that upon execution hereof, the Agreement shall be a valid, legal and fully binding agreement upon all parties to this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements on the subject matter hereof, and is the only binding agreement of settlement among the Parties.

13. Modification. This Agreement cannot be modified, changed or revised except in a writing signed by the Parties.

14. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall constitute an original document and evidence of the execution of this Agreement by the Party signing such counterpart. The combination of the counterparts shall constitute one agreement, which shall not be effective and binding on any Party unless and until a counterpart has been signed by each Party to this Agreement. Electronically transmitted copies of signature pages will have the full force and effect of original signed pages.



15. No Other Representation. Each Party acknowledges that it has freely decided to enter into this Agreement of its own will and without relying on any representation of any other party, other than those expressly set forth in this Agreement.

16. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, and solely as to any Parties who have not withdrawn their acceptance of this Agreement under Paragraph 7, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: March 25, 2021

By:   
Sonect R. Kapila, Assignee

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Mark Andrzejewski

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Sean Dempsey

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
William Esping

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Jonathan Lewis

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Robert Basham

Dated: March 22, 2021

By:   
Edward J. Bartolo

15. No Other Representation. Each Party acknowledges that it has freely decided to enter into this Agreement of its own will and without relying on any representation of any other party, other than those expressly set forth in this Agreement.

16. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, and solely as to any Parties who have not withdrawn their acceptance of this Agreement under Paragraph 7, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Soneet R. Kapila, Assignee

Dated: March 22, 2021

By: Mark Andrzejewski  
Mark Andrzejewski

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Sean Dempsey

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
William Esping

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Jonathan Lewis

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Robert Basham

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Edward DeBartolo

15. No Other Representation. Each Party acknowledges that it has freely decided to enter into this Agreement of its own will and without relying on any representation of any other party, other than those expressly set forth in this Agreement.

16. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, and solely as to any Parties who have not withdrawn their acceptance of this Agreement under Paragraph 7, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

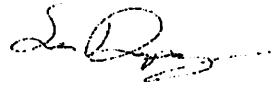
In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Soneet R. Kapila, Assignee

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Mark Andrzejewski



Dated: March 22, 2021

By: \_\_\_\_\_  
Sean Dempsey

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
William Esping



Dated: March 22, 2021

By: \_\_\_\_\_  
Jonathan Lewis

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Robert Basham

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Edward DeBartolo

15. No Other Representation. Each Party acknowledges that it has freely decided to enter into this Agreement of its own will and without relying on any representation of any other party, other than those expressly set forth in this Agreement.

16. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, and solely as to any Parties who have not withdrawn their acceptance of this Agreement under Paragraph 7, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Soneet R. Kapila, Assignee

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Mark Andrzejewski

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Sean Dempsey

Dated: March 24, 2021

By:   
William Esping

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Jonathan Lewis

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Robert Basham

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Edward DeBartolo

15. No Other Representation. Each Party acknowledges that it has freely decided to enter into this Agreement of its own will and without relying on any representation of any other party, other than those expressly set forth in this Agreement.

16. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, and solely as to any Parties who have not withdrawn their acceptance of this Agreement under Paragraph 7, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

In witness whereof, the parties have set their hands as of the dates indicated below.

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Soneet R. Kapila, Assignee

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Mark Andrzejewski

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Sean Dempsey

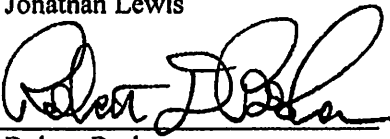
Dated: March \_\_, 2021

By: \_\_\_\_\_  
William Esping

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Jonathan Lewis

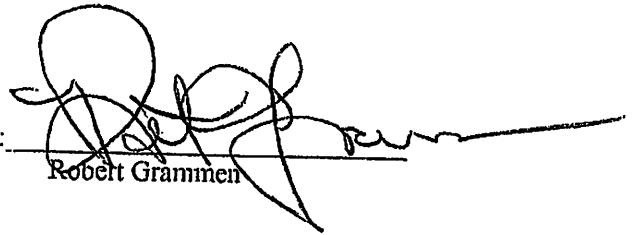
Dated: March 22, 2021

By:   
Robert Basham

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Edward DeBartolo

Dated: March 23, 2021

By:   
Robert Grammen

Dated: March \_\_, 2021

By: \_\_\_\_\_  
William Horne

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Ray Montelcone

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Michael Perry

Dated: March \_\_, 2021

By: \_\_\_\_\_  
James St. Louis III

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Chris Sullivan

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Geza Henni

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Robert Grammen

Dated: March 23, 2021

By: William S. Horne  
William Horne

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Ray Monteleone

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Michael Perry

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
James St. Louis III

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Chris Sullivan

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Geza Henni

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Robert Grammen

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
William Horne

Dated: March 22, 2021

By: Raymond Monteleone  
Ray Monteleone

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Michael Perry

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
James St. Louis III

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Chris Sullivan

Dated: March \_\_\_, 2021

By: \_\_\_\_\_  
Geza Henni



Dated: March \_\_, 2021

By: \_\_\_\_\_  
Robert Grammen


Dated: March \_\_, 2021

By: \_\_\_\_\_  
William Horne

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Ray Monteleone

Dated: March 22, 2021

By:   
Michael Perry

Dated: March \_\_, 2021

By: \_\_\_\_\_  
James St. Louis III

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Chris Sullivan

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Geza Henni

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Robert Grammen

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
William Horne

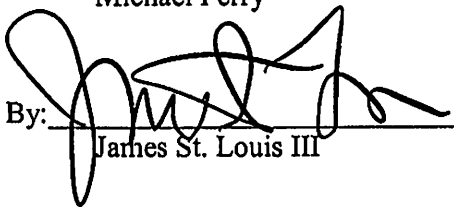
Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Ray Monteleone

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Michael Perry

Dated: March 24, 2021

By:  \_\_\_\_\_  
James St. Louis III

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Chris Sullivan

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Geza Henni

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Robert Grammen

Dated: March \_\_, 2021

By: \_\_\_\_\_  
William Horne

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Ray Monteleone

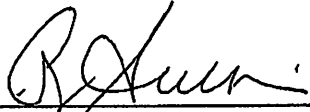
Dated: March \_\_, 2021

By: \_\_\_\_\_  
Michael Perry

Dated: March \_\_, 2021

By: \_\_\_\_\_  
James St. Louis III

Dated: March 22, 2021

By:   
Chris Sullivan

Dated: March \_\_, 2021

By: \_\_\_\_\_  
Geza Henni

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Robert Grammen

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
William Horne

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Ray Montelcone

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Michael Perry

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
James St. Louis III

Dated: March \_\_\_\_, 2021

By: \_\_\_\_\_  
Chris Sullivan

Dated: March 12, 2021

By:  \_\_\_\_\_  
Geza Henni

EXHIBIT A  
APPROVAL ORDER

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 GRANTING ASSIGNEE'S MOTION FOR  
(A) ORDER APPROVING SETTLEMENT AND COMPROMISE  
OF CLAIMS AGAINST FORMER DIRECTORS AND OFFICERS,  
(B) ORDER AUTHORIZING PAYMENT OF PROFESSIONAL FEES, AND  
FINAL JUDGMENT AS TO SETTLED CLAIMS IN LAWSUITS**

THESE CASES came before the Court for hearing on April 19, 2021, at 3:00 p.m. (the  
"Hearing") upon the *Assignee's Motion for (A) Order Approving Settlement and Compromise of*

<sup>1</sup> On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases 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 "Assignment Estates").

*Claims Against Former Directors and Officers, (B) Order Authorizing Payment of Professional Fees and (C) Final Judgment as to Settled Claims in the Lawsuits* (the “**Compromise Motion**”) filed by Soneet R. Kapila as Assignee.<sup>2</sup>

The Court, having considered the Compromise Motion, the Settlement Agreement, the record in the Assignment Cases, and argument of interested parties, finds and concludes as follows:<sup>3</sup>

A. This Court has jurisdiction to hear and consider the Compromise Motion, the proposed settlement, and the compromise.

B. Notice has been provided to creditors of the Assignment Estates (defined below), as required by Section 727.111(4), Florida Statutes.

C. Due, proper, and sufficient notice of the Compromise Motion and of the hearing on the Compromise Motion was given to creditors and parties in interest. Such notice was proper, adequate, and satisfied the requirements of Sections 727.109(7) and 727.111(4), Florida Statutes.

D. In the context of a Chapter 727 assignment, the Assignee has the sole authority and standing to prosecute the Claims being resolved and enter into a Settlement in connection therewith. *Moffatt & Nichol, Inc. v. B.E.A. International Corp, Inc.*, 48 So.3d 896, 899 (Fla. 3d DCA 2010) (finding that an assignee is the only party who has standing to pursue and settle fraudulent transfer, preferential transfer and other derivative claims); *Smith v. Effective Teleservices, Inc.*, 133 So.3d 1048, 1053 (Fla. 4th DCA 2014) (same).

E. The settlement and compromise embodied in the Settlement Agreement falls within

---

<sup>2</sup> Capitalized terms not defined in the Order shall have the meaning set forth in the Compromise Motion.

<sup>3</sup> The findings of fact and conclusions of law stated in this Order shall constitute the Court’s findings of fact and conclusions of law. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed. To the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

the reasonable range of possible litigation outcomes and reflects the Assignee's appropriate exercise of his business judgment.

F. The settlement and compromise embodied in the Settlement Agreement is in the best interests of creditors and the estates created by the filing of the Assignment Cases (the "Assignment Estates") because the settlement will generate a substantial recovery to the Assignment Estates and will avoid the substantial risk, delay, and expense associated with the continued litigation and likely appeals of the Claims being settled.

G. The terms of the Settlement Agreement, including without limitation, the Settlement Payment and mutual releases provided for in the Settlement Agreement, are above the lowest level in the range of reasonableness and in all respects satisfy the standards set forth in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544, 1549 (11th Cir. 1990), for approval of a compromise of a controversy on behalf of the Assignment Estates.

H. Dismissal with prejudice of the Lawsuits against the Defendants will dispose of separate and distinct causes of action that are not interdependent with other pleaded claims in this proceeding and this Order will totally dispose of the entire Lawsuits as to the Defendants in this proceeding, as contemplated by Rule 9.110(k), Fla. R. App. P.

Based on the findings above and for the reasons stated in the Compromise Motion and on the terms of the Settlement Agreement, which shall constitute the decision of the Court, it is

ORDERED as follows:

1. The Compromise Motion is granted.
2. The Settlement Agreement is approved in all respects. The failure to specifically describe or include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the



Settlement Agreement be approved and so ordered in its entirety.

3. The Parties are authorized and directed to implement and comply with the terms and conditions of the Settlement Agreement.

4. Payment of Settlement Amount. Within thirty (30) days from the date of the “Final Order” as defined in paragraph 4 of the Settlement Agreement, Defendants agree to pay or cause to be paid to Plaintiff the total sum of Nine Million Dollars (\$9,000,000.00) by wire transfer delivered to Plaintiff pursuant to wire transfer instructions to be provided by Plaintiff (the “Settlement Payment”).

5. Releases. The releases set forth in the Settlement Agreement are approved.

6. Dismissal of Lawsuits. The Parties agree to dismiss with prejudice the Lawsuits being settled under the Settlement Agreement by filing Joint Stipulations for Dismissal with Prejudice in such Lawsuits within five business days from Plaintiff’s receipt of the Settlement Payment.

7. Final Judgment. The dismissal with prejudice of the Lawsuits against the Defendants disposes of separate and distinct causes of action that are not interdependent with other pleaded claims in this proceeding and this Order totally disposes of the entire Lawsuits as to the Defendants in this proceeding. Accordingly, the Court hereby enters this Final Judgment as to such Claims against the Defendants.

8. Retention of Jurisdiction. The Court retains jurisdiction to enforce this Order, to give effect to the compromise, and to resolve any issues or claims that arise out of or impact this Order or compromise.

9. Approval of Contingency Fees. The Court approves a total contingency fee to Genovese Joblove & Battista, P.A. and Roche McLean & Sbar in the amount of \$2,050,800. Pursuant to the agreement between such firms, the Assignee is authorized to pay from the Settlement Payment \$1,025,400 to Genovese Joblove & Battista, P.A. and \$1,025,400 to Roche McLean & Sbar.

10. Counsel for the Assignee shall serve this Order and Final Judgment upon all interested parties and their counsel, including the creditors of the Assignment Estates.

---

DARREN FARFANTE  
Circuit Court Judge

Copies to: Counsel of record

# EXHIBIT B

1. Robert Grammen

- a. Soneet R. Kapila, as Assignee v. Robert Grammen, Case No. 19-CA-011755, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

2. James St. Louis

- a. Soneet R. Kapila, as Assignee v. Dr. James St. Louis III, Case No. 19-CA-006880, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

3. Raymond Monteleone

- a. Soneet R. Kapila, as Assignee v. Raymond Monteleone, Case No. 19-CA-011754, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

# EXHIBIT C

1. EFO Laser Spine Institute, Ltd.

- a. Soneet R. Kapila, as Assignee v. EFO Laser Spine Institute, Ltd., Case No. 19-CA-011463, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

2. SLG LSI Investment, LLC

- a. Soneet R. Kapila, as Assignee v. SLG Investment, LLC, Case No. 19-CA-006909, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

3. DBF-LSI, LLC

- a. Soneet R. Kapila, as Assignee v. DBF-LSI, LLC, Case No. 19-CA-006887, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

4. RJPT, Ltd.

- a. Soneet R. Kapila, as Assignee v. RJPT, LTD., Case No. 19-CA-006907, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

5. Horne Management, Inc.

- a. Soneet R. Kapila, as Assignee v. Horne Management, Inc., Case No. 19-CA-011465, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

6. MMPerry Holdings, LLLP

- a. Soneet R. Kapila, as Assignee v. MMPerry Holdings, LLLP, Case No. 19-CA-011467, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

7. CTS Equities, LP

- a. Soneet R. Kapila, as Assignee v. CTS Equities Limited Partnership, Case No. 19-CA-011503, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

8. RDB Equities, LP

- a. Soneet R. Kapila, as Assignee v. RDB Equities Limited Partnership, Case No. 19-CA-011469, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

9. WH, LLC

- a. Soneet R. Kapila, as Assignee v. WH, LLC, Case No. 19-CA-011472, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

10. Laserscopic Spine Services, Inc.

- a. Soneet R. Kapila, as Assignee v. Laserscopic Spine Services, Inc., Case No. 19-CA-006895, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

11. Berezcki Management, Inc.

- a. Soneet R. Kapila, as Assignee v. Berezcki Management, Inc., Case No. 19-CA-006905, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

12. Marbl SOS, Ltd.

- a. Soneet R. Kapila, as Assignee v. MARBL SOS LTD., Case No. 19-CA-006908, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

# EXHIBIT D

1. Jill Diane St. Louis

- a. Soneet R. Kapila, as Assignee v. Jill Diane St. Louis, Case No. 19-CA-011471, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

2. Glen Hamburg

- a. Soneet R. Kapila, as Assignee v. Glen Hamburg, Case No. 19-CA-006891, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.

3. Clinton Phillips

- a. Soneet R. Kapila, as Assignee v. Clinton Phillips, Case No. 19-CA-006901, in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division.