

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.

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# EXHIBIT A

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT  
WITH AFFILIATED FM INSURANCE COMPANY**

**PRE-SUIT MEDIATION**

**SONEET KAPILA A/A/O CREDITORS OF LASER SPINE INSTITUTE, LLC,  
Insured,**

v.

**AFFILIATED FM INSURANCE COMPANY,  
Insurer.**

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**MEDIATED SETTLEMENT AGREEMENT**

A pre-suit Mediation conference in the above-styled dispute (the “Dispute”) was held on **June 22, 2021.**

At the conclusion of the Mediation conference, **SONEET KAPILA A/A/O CREDITORS OF LASER SPINE INSTITUTE, LLC (“INSURED”)** and **AFFILIATED FM INSURANCE COMPANY (“AFM”)** agreed to this mediated settlement, full and final, of any and all claims, known or unknown, arising out of or relating in any manner to Hurricane Irma or any other events in September 2017 under insurance policy GO015 issued by AFM to Laser Spine Institute, LLC (collectively, “Subject Claims”), under the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual promises set forth below, the legal sufficiency of which is acknowledged, the undersigned parties agree as follows, **subject to the express condition set forth in paragraph 3 below:**

1. In full and final settlement of all claims between INSURED and AFM arising out of or related in any manner to the Subject Claims or the Dispute, AFM will pay to INSURED a total settlement sum of **\$225,000.00 (TWO HUNDRED TWENTY-FIVE THOUSAND and 00/100 DOLLARS)**, *in addition to the amounts previously paid on the Subject Claims.*

2. To pay the agreed upon settlement, AFM will deliver to counsel for INSURED, no later than twenty (20) calendar days after Court approval (see paragraph 3), a check or wire for the full amount of the settlement sum made payable to **“SONEET KAPILA as Assignee for the Benefit of the Creditors of Laser Spine Institute, LLC”** (wire instructions to be provided following Court approval).

3. *INSURED shall be responsible for obtaining, at its expense, approval of this settlement by the court with jurisdiction over the liquidation of Laser Spine Institute, LLC (“the Court”). If the Court fails to approve this settlement, then this Mediated Settlement Agreement shall be null and void. No settlement payment shall be due and owing until any necessary Court approval has been obtained.*

4. The settlement in the total amount set forth in paragraph 1 above is to be made in exchange for a general mutual release of claims (“General Mutual Release;” see paragraph 5), covenant not to sue (see paragraph 7) and the other consideration set forth in this Agreement. *Payment and receipt of the settlement funds is a condition precedent to the General Mutual Release going into effect.*

5. Effective upon Court approval and payment and receipt of the Settlement funds, the Parties on behalf of themselves, predecessors, successors, assigns, and anyone claiming by or through INSURED (including but not limited to Laser Spine Institute, LLC) or AFM, do hereby completely and fully release and discharge each other, and each of their respect insurers or re-insurers, attorneys, employees, servants, agents, heirs, successors and assigns, of and from any claims, demands, damages, obligation, liability or responsibility of any kind whatsoever arising out of or related to the Subject Claims. Without limitation, the settlement payment settles and resolves any and all claims of INSURED arising out of or related in any manner to the Subject Claims and the Dispute for damages of any kind, including but not limited to any claims for insurance coverage,

breach of contract, statutory or common law bad faith, improper or unfair claims practices, negligence, misrepresentation, breach of fiduciary duty, intentional torts, fraud and all other contractual, extra-contractual, common law or statutory causes of action, including any claims for attorney's fees, public adjuster's fees, interest and costs.

6. Each party has agreed to bear its own attorney's fees and costs of the Dispute. Further, and without limitation, AFM stipulates and agrees that it will not file any claims in the Laser Spine Institute, LLC liquidation matter.

7. Effective upon fulfillment of the settlement terms set forth herein, INSURED and AFM covenant not to sue each other for any cause of action arising out of or related in any manner to the Subject Claims and the Dispute.


8. It is understood and agreed that this settlement is in full compromise of disputed claims, and that neither this Agreement nor the payment of any sums pursuant to this settlement shall be construed as an admission of liability. Payment by AFM shall not serve as a precedent for future losses and/or claims.


9. The undersigned parties acknowledge and agree that each has read this Agreement and approve same after advice and consultation with their independent counsel.


10. This Agreement shall be confidential except to the extent that disclosure is required for Court approval of this settlement or otherwise required by law. This Agreement shall not be modified except and unless modified in writing signed by both Parties.

11. Subject to the Court approval condition, it is the intent of the Parties to fully and finally resolve this matter for the settlement payment and terms referenced herein.

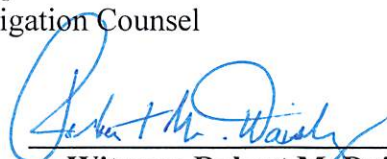
Voluntarily entered into and agreed to by the parties effective as of **June 22, 2021**:

  
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**SONEET KAPILA, as Assignee  
for the Benefit of the Creditors of  
Laser Spine Institute, LLC**

  
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**Counsel for INSURED**  
Raymond T. Elligett, Jr., Esq.

  
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**AFM**  
By: Andrew Brooslin, Esq.  
Its: Staff V.P., Senior Litigation Counsel

  
\_\_\_\_\_  
**Counsel for AFM**  
Heidi H. Raschke, Esq.

  
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**Witness: Robert M. Daisley, Esq.**