

## **AGREEMENT TO SETTLE, RELEASE ALL CLAIMS, AND INDEMNIFY**

This Agreement to Settle, Release All Claims, and Indemnify, including all exhibits hereto (this "Agreement"), is entered into by and between Grace Thompson, individually and as the Personal Representative of the Estate of Lucky Thompson ( "Plaintiff" or "Releasor"), on the one hand, and University Medical Center of Southern Nevada, a county owned hospital created pursuant to NRS Chapter 450 ("UMC"), and all of its directors, officers, members of its Board of Trustees, members of its Governing Board, employees, agents, attorneys, affiliates, subsidiaries, related entities, successors and assigns, and the County of Clark, Nevada, (collectively, hereinafter the "Releasees"), on the other hand. Releasor and Releasees are collectively referred to herein as the "Parties" and individually, "Party." The effective date of the Agreement will be the date the Agreement is fully executed (the "Effective Date"). Therefore, the latest date on which the Agreement is signed will be the Effective Date.

WHEREAS, on or about August 14, 2018, Plaintiff filed a Complaint in the Eighth Judicial District Court, Clark County, Nevada ("District Court"), case number A-18-779437-C (the "Lawsuit"), for damages allegedly related to Plaintiff's treatment at UMC on or about August 7, through August 14, 2017 (the "Subject Events").

WHEREAS, on September 6, 2019, Plaintiff filed a First Amended Complaint.

WHEREAS, to avoid the further expense, delay and uncertainty of litigation, the Parties have decided to settle the Lawsuit pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties represent, warrant, covenant and agree as follows:

1. **Settlement Payment by UMC.** UMC shall pay Plaintiff a total of Forty-Five Thousand Dollars (\$45,000.00) ("Settlement Payment") for release and discharge of all claims and actions brought for any alleged negligence, or other theory of liability against the said Releasees herein, and for any causes of action for mental, physical, emotional or other injuries or distress. This settlement payment is apportioned as follows: Releasee will pay No Dollars and No Cents to Grace Thompson as the Personal Representative of the Estate of Lucky Thompson; and Releasee will pay Forty-Five Thousand Dollars (\$45,000.00) to Grace Thompson, individually. The settlement check will be made payable to "Stovall & Associates". The above-referenced payment is intended to constitute "damages on account of personal injuries arising from an occurrence", within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The parties agree to a mutual waiver of attorney's fees and litigation costs in exchange for a Stipulation and Order for Dismissal with prejudice of all claims filed on behalf of Grace Thompson as the Personal Representative of the Estate of Lucky Thompson. The Parties further agree that counsel for the Parties shall execute and file a stipulation and order dismissing the Lawsuit in its entirety, including all claims, with prejudice. The Parties shall each bear their own attorneys' fees and costs, and none of the Parties shall owe any other Party to this Agreement any other amount. This Agreement is contingent upon and subject to the UMC Governing Board's recommendation for approval and the UMC Board of Hospital Trustees' approval. **Plaintiff expressly acknowledges and agrees that this Agreement is contingent upon such recommendation for approval and ultimate approval.**

2. **Release by Plaintiff.** Upon receipt of the Settlement Payment, Plaintiff hereby **RELEASES, ACQUITS AND FOREVER DISCHARGES RELEASEES** from any and all manner of claims, demands, actions, causes of action, charges, suits, rights, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, obligations, and liabilities of any kind or nature whatsoever, whether arising at law or in equity, whether presently possessed or possessed in the future, whether known or unknown, liquidated or

unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted including, without limitation, any claim, obligation, or damages related to the Lawsuit or the Subject Events. This release provision may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein. As further consideration of this Agreement, Plaintiff, on behalf of herself and her affiliates, successors and heirs, and all representatives, agents and attorneys of the foregoing, does hereby release, waive, relinquish, disavow and forever discharge the Releasees, of and from any and all claims, actions, or causes of action (including, without limitation, any claims for contract or tort damages, punitive damages, misrepresentation, violation of any law, statute, or administrative regulation, and any other damages or loss or other form of relief), debts, demands, payments, rights, obligations, loss, judgments, awards, attorneys' fees, costs, interests, damages, lawsuits, liabilities, claims for reimbursement for costs or expenses, offsets, counterclaims and defenses to collection or enforcement, benefits and causes of action of whatever kinds, nature or character, known or unknown, suspected, fixed or contingent, past, present, or future, in law or in equity, that they have, have had, or may have against the Releasees from the beginning of time through and including the date of this Agreement, relating to in any way to the Subject Events or any medical treatment provided by Releasees to Lucky Thompson.

3. Satisfaction of Liens. Plaintiff acknowledges that certain medical providers, Medicare, Medicaid, the Centers for Medicare and Medicaid Services ("CMS"), or other persons or entities may have lien or subrogation rights resulting in payments to or on behalf of Plaintiff with regard or related to the Subject Events and/or Lawsuit described herein. Plaintiff expressly agrees that she is solely responsible for satisfying any and all liens and/or reimbursements and Plaintiff agrees to satisfy any and all liens and/or reimbursements from the proceeds of the Settlement Payment and hereby agrees to hold harmless and indemnify UMC and the other Releasees from any demands, actions, causes of action, liens, or claims of lien based upon any lien claim or subrogation rights claimed by any person or entity with respect to Subject Events described herein. By entering into this Settlement Agreement and Release of All Claims, Plaintiff and Releasees do not intend to shift responsibility of future medical benefits to the Federal Government or CMS, and the Parties intend all responsibility for future medical benefits to befall Plaintiff.

Plaintiff further agrees that if Plaintiff is required to set aside or repay any portion or all of the Settlement Payment to reasonably protect Medicare's interest under the §1395(y) of the Medicare Secondary Payer Statute ("MSP"), or any law related thereto, Plaintiff will be solely responsible for setting aside or repaying such monies from her own funds. Plaintiff also agrees to defend, indemnify and hold harmless Releasees and their attorneys for the consequences of Plaintiff's loss of Medicare benefits or for any recovery CMS may pursue against UMC, the other releases Releasees, and their attorneys. In addition, Plaintiff waives and releases any right to bring any action against UMC, the other Releasees, and their attorneys under §1395(y) of the MSP.

4. Indemnification by Plaintiff. Plaintiff hereby agrees and understands that the objective and intention of UMC and the other Releases is to be released from any and all liability arising out of the Subject Events and/or Lawsuit including, but not limited to, any and all claims by Medicare and/or Medicaid and/or any other government payer, any and all subrogation claims brought by any insurance company or third party, and any and all other suits or claims arising out of the Subject Events and/or Lawsuit that have been or may be asserted against Releasees, to the full extent of the Release provided in paragraph 2 hereinabove. Therefore, Plaintiff hereby agrees to **DEFEND, HOLD HARMLESS AND TO INDEMNIFY RELEASEES** from any and all claims, causes of actions, demands or suits of any kind arising out of or related to the Subject Events and/or Lawsuit that are subject to the Release given by Plaintiff in paragraph 2 hereinabove, including without limitation, any and all claims, causes of action, demands or suits of any kind related to any payment made to or on behalf of Plaintiff related to medical treatment, hospitalization or other medical expenses that Lucky Thompson received related to the injuries or damages arising out of the Subject Events or alleged in the Lawsuit.

5. Dismissal of Pending Lawsuit. Within five (5) calendar days following the receipt of the Settlement Payment, Plaintiff shall submit a stipulation and order to dismiss the Lawsuit against UMC, with prejudice, with each party to bear their own attorney's fees and costs.

6. No Admission. This Agreement is a compromise and is not to be construed as an admission of liability on the part of any Party. By entering into this Agreement, no Party shall be deemed to admit: (i) any liability for any claims, causes of action, or demands; (ii) any wrongdoing or fault; nor (iii) violation of any law, precedent, rule, regulation, or statute. Further, nothing contained in this Agreement may be construed as an admission against the interest of any Party.

7. Attorneys' Fees. The Parties shall bear their own attorney's fees and costs related to the Lawsuit and this Agreement. However, if any Party to this Agreement brings suit against another Party, the purpose of which is to enforce the terms hereof, the prevailing Party in such action shall be entitled to reimbursement for reasonable and actually incurred attorney's fees and costs in so enforcing this Agreement.

8. Acknowledgments. The Parties mutually understand, agree, and warrant that by entering into this Agreement: (a) that no promise or inducement has been offered except as herein set forth; (b) that this settlement is in good faith and is equitable; (c) that this Agreement is executed without reliance upon any statement or representation by any Party or its representatives concerning the nature or extent of the claimed damages or legal liability therefor; (d) the Parties are legally competent to execute this Agreement and to accept full responsibility therefor; (e) that in entering into this Agreement and the settlement and releases that are encompassed herein, the Parties are acting freely and voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to, any other Party or Parties, their attorneys, representatives, or anyone acting or purporting to act on behalf of any Party; (f) that no Party has assigned any claims otherwise released herein; (g) no Party has made or is relying upon any statements regarding the tax consequences of this Agreement and each Party has consulted with their own tax advisors regarding the same; and (h) each Party has the full authority to enter into this Agreement.

9. Entire Agreement. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. All prior and contemporaneous discussions, writings and negotiations have been and are merged into and superseded by this Agreement. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.

10. Successors in Interest. The Parties hereby bind themselves, their companies, corporate entities, legal entities, affiliates, subsidiaries, guardians, agents, attorneys, legal representatives, fiduciaries, successors, predecessors, principals, officers, members, directors, representatives, partners, business owners, managers, corporate personnel, licensees, employees, servants, heirs, spouses, administrators, executors, trusts, trustors, trustees, assignees, personal representatives, sureties, and guarantors to this Agreement and to each of its terms and conditions.

11. Representation of Comprehension of Document. In entering into this Agreement, the Parties represent that they have relied upon the legal advice of attorneys of their own choice and that the terms of this Agreement have been completely read and explained, and that those terms are fully understood and voluntarily accepted.

12. Governing Law/Venue. This Agreement shall be governed by the laws of the State of Nevada (regardless of the laws that might otherwise govern under applicable Nevada principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. The Parties must attempt to resolve all disputes, claims and controversies that may arise between them, whether individual, joint in class, in nature or otherwise, regarding this Agreement through Mediation prior to initiating any legal action in a court of competent jurisdiction which shall be located in Clark County, Nevada.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original; and such counterparts shall constitute one and the same Agreement. Any signature page of the Agreement may be detached from any counterpart without impairing the legal effect of any signatures and may be attached to another counterpart identical in form. This Agreement may be executed by signatures provided by portable document format (PDF), facsimile or email, and such signatures shall be as binding and effective as original signatures.

14. No Party Deemed Drafter. No Party shall be deemed to be the drafter of this Agreement. In the event a court ever construes this Agreement, such court shall not construe this Agreement or any provision hereof against any Party as the drafter of the Agreement.

15. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be deemed invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Unknown Claims. The releases set forth in this Agreement are executed with the full knowledge and understanding by the Parties that there may be more serious consequences or damages as a result of the Subject Events, which are now not known, and that more serious and permanent consequences may result from the Dispute. The Parties knowingly, voluntarily, and expressly waive, to the fullest extent permitted by law, any and all rights they may have under any statute or any common law principle that would limit the effect of the foregoing releases based upon their knowledge at the time they executed this Agreement. The Parties understand the provisions of this Section knowingly and voluntarily enter into this waiver with the intention of executing this Agreement to discharge each other and all persons and entities released herein from any and all present and future, foreseen and unforeseen, known and unknown claims and causes of action, including, but not limited to, all matters relating in any way to the Subject Events. The Parties acknowledge and agree that this waiver is an essential and material term of this Agreement, and that, without such waiver, the Agreement would not have been entered into.

17. No Representations Made. No representation of any kind concerning any subject has been made by or on behalf of the Parties or any of the Released UMC Defendants which has in any way influenced the Parties' decision to enter into this Agreement.

18. Non-Disparagement. The Parties agree and covenant that that they will not make any derogatory remarks or statements about any other Party to any person or group. This covenant shall apply to all forms of communication, without limitation, whether oral or written, electronic, by comment to third party or media outlet, via all forms of internet and social media. This obligation of this non-disparagement provision extends to the Parties' respective counsel, without limitation. This non-disparagement provision is a material term of this Agreement and its violation shall constitute a breach of this Agreement.

19. No Assignment of Claims. Plaintiff represents, warrants, and agrees that she is the lawful owners of the right, title, and interest in and to every one of the claims or other matters released herein and that she has not assigned or transferred, nor purported to or attempted to assign or transfer, to any person or entity any of the claims or other matters released herein. Plaintiff further warrants that she will not in the

future assign or transfer any of the claims or other matters released herein and will defend, indemnify, and hold the Releasees harmless from any and all future claims arising out of the Subject Events and Lawsuit.

20. Cooperation. The Parties are expected to promptly execute such additional documents and perform such acts as may be reasonably necessary to effectuate this Agreement, and to cooperate reasonably in the drafting and execution of any other final settlement documentation.

21. No Interpretation of Captions or Headings. The captions and headings within this Settlement Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

22. Post-Execution Survival. The representations, warranties, agreements, and promises made in this Agreement which are contained herein shall survive the execution of this Agreement indefinitely.

23. Neutral Interpretation and Counterparts. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Furthermore, this Agreement may be executed by facsimile, electronic signature, or scanned signature of any party thereto, it being agreed that the facsimile, electronic signature, or scanned signature of any party hereto shall be deemed an original for all purposes. This Agreement is not and shall not be effective, however, unless and until each signatory to this Agreement executes the original and/or a counterpart.

24. Amendments, Modifications, Addendums, and Revisions. This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, addendum, or revision to this Settlement Agreement shall be valid, unless it is in writing and signed by all of the Parties to this Agreement, in which event there need be no separate consideration, therefore.

25. No Waivers. No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part or all of this Agreement, and no waiver shall be valid, unless executed in writing by the waiving Party.

26. Advice of Counsel. Each Party to this Agreement acknowledges that they had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto

**BY SIGNING BELOW, RELEASOR REPRESENTS THAT SHE HAS COMPLETELY AND CAREFULLY READ THE TERMS OF THIS AGREEMENT. RELEASOR ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE WRITTEN IN A MANNER DESIGNED TO BE UNDERSTOOD BY HER, AND THATS SHE HAS HAD THE OPPORTUNITY TO REVIEW THEM WITH COUNSEL OF HER CHOOSING, IF ANY, AND FULLY UNDERSTANDS THEM AND VOLUNTARILY ACCEPTS THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, KNOWN OR UNKNOWN, WHICH RELEASOR HAS OR MAY HAVE AGAINST RELEASEES, AS DESCRIBED MORE FULLY ABOVE.**

IN WITNESS WHEREOF, GRACE THOMPSON hereby executes this Agreement on the date(s) hereinafter set forth.

Releasor:

By:

  
GRACE THOMPSON

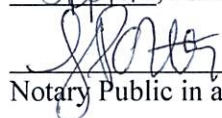
DATED: 09-22-2022

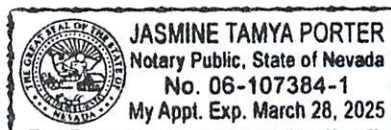
STATE OF NEVADA )

)ss

COUNTY OF CLARK )


SUBSCRIBED TO ME this 22 day of  
September, 2022.

  
Notary Public in and for Said County and State



APPROVED AS TO FORM AND CONTENT:

By:

  
Leslie Mark Stovall, Esq.  
Ross Moynihan, Esq. STOVALL & ASSOCIATES  
2301 Palomino Lane Las Vegas, NV 89107

DATED:

9/22/22

