

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement"), is entered into by and between ROBERT MCMASTER, as Special Administrator of the ESTATE OF PORFIRIO REA ("Releasor"), and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC"). UMC and Releasor (the "Parties" and each individually, a "Party"), agree as follows:

BACKGROUND

On or about June 23, 2022, Porfirio Rea went to UMC to receive treatment, and shortly thereafter, passed away due to an incident (the "Incident").

On or about March 28, 2023, Petitioner, ROBERT MCMASTER, by and through the RICHARD HARRIS LAW FIRM, commenced a probate matter, bearing case number P-23-115969-E, in the Eighth Judicial District Court for the state of Nevada, County of Clark, by way of filing an Ex Parte Application for Appointment of Special Administrator and for Issuance of Letters of Special Administration ("Ex Parte Application").

On or about April 4, 2023, an Order Appointing Special Administrator was filed with the Court, thereby appointing ROBERT MCMASTER as Special Administrator of the ESTATE OF PORFIRIO REA, and the Notice of Entry of Order for the Order Appointing Special Administrator was filed on or about April 5, 2023.

Without UMC admitting liability or fault, and in compromise of the Parties' positions and rights, the Parties now wish to forever resolve, compromise and settle all claims and disputes that the Parties may now or in the future have, known or unknown, regarding the Incident.

THEREFORE, in consideration of the recitals, covenants, releases, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **BACKGROUND INCORPORATED.** The Background set forth above is hereby incorporated into and made a part of this Agreement by this reference with the same force and effect as if fully set forth herein.
2. **DISPUTE.** A dispute (the "Dispute") arose amongst the Parties as to the Incident.
3. **CONSIDERATION.** The Parties agree that in consideration for the Release (as provided in Section 4) of all claims by Releasor, UMC agrees to pay Releasor, in a check made payable to Releasor's counsel, a total of ONE HUNDRED AND FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00) (the "Settlement Amount"). 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 a

recommendation for approval by the UMC Governing Board and approval by the UMC Hospital Board of Trustees. Releasor expressly acknowledges and agrees that this Agreement is contingent upon such recommendation for approval and approval.

4. **RELEASE.** As further consideration of this Agreement, Releasor, on behalf of the ESTATE OF PORFIRIO REA and Porfirio Rea's issue, heirs, successors, and assigns, and all representatives, agents and attorneys of the foregoing, does hereby release, waive, relinquish, disavow and forever discharge UMC, the UMC Hospital Board of Trustees, members of UMC's Hospital Board of Trustees, the UMC Governing Board, members of UMC's Governing Board, and UMC's directors, officers, employees, agents, attorneys of the foregoing, affiliates, subsidiaries, related entities, successors and assigns, and the County of Clark, Nevada (collectively, "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, including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1983, and the Americans with Disabilities Act ("ADA"), 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 the ESTATE OF PORFIRIO REA and Porfirio Rea's issue, heirs, successors, and assigns, and all representatives, agents and attorneys of the foregoing, 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 Incident.
5. **UNKNOWN CLAIMS.** The releases set forth in Section 4 of 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 Incident, which are now not known, and that more serious and permanent consequences may result from the Incident. 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 Incident. 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.
6. **NO ADMISSIONS.** This Agreement is a compromise and is not to be construed as an admission of liability on the part of any Party. Neither the Settlement Amount, nor the execution of this Agreement itself, constitutes an admission of liability on the part of the Releasees. The Settlement Amount is made in consideration of compromise and full settlement of disputed claims, and the Releasees expressly deny any and all liability.

7. **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 Releasees which has in any way influenced the Parties' decision to enter into this Agreement.
8. **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.
9. **NO ASSIGNMENT OF CLAIMS.** Releasor represents, warrants, and agrees that it/he is the lawful owner of the right, title, and interest in and to every one of the claims or other matters released herein and it 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. Releasor further warrants that it/he 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 claim.
10. **SATISFACTION OF CLAIMS.** Releasor 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 the ESTATE OF PORFIRIO REA with regard or related to the Incident and/or Dispute described herein. Releasor expressly agrees that it/he is solely responsible for satisfying any and all liens and/or reimbursements and Releasor agrees to satisfy any and all liens and/or reimbursements from the proceeds of the Settlement Amount and hereby agrees to hold harmless and indemnify the 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 the incident described herein. By entering into this Agreement, Releasor and the 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 Releasor

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

- 11. INDEMNIFICATION BY RELEASOR.** Releasor hereby agrees and understands that the objective and intention of the Releasees is to be released from any and all liability arising out of the Incident and/or Dispute 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 Incident and/or Dispute that have been or may be asserted against Releasees, to the full extent of this Agreement as provided in Section 4 (“RELEASE”) hereinabove. Therefore, Releasor hereby agrees to DEFEND, HOLD HARMLESS AND TO INDEMNIFY the Releasees from any and all claims, causes of actions, demands or suits of any kind arising out of or related to the Incident and/or Dispute that are subject to the Release given by Releasor in Section 4 (“RELEASE”) 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 Porfirio Rea related to medical treatment, hospitalization or other medical expenses that was received or will receive in the future related to the injuries or damages arising out of the Incident and/or Dispute.
- 12. 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.
- 13. SUCCESSORS.** 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, issue, spouses, administrators, executors, trusts, trustors, trustees, assignees, personal representatives, sureties, and guarantors to this Agreement and to each of its terms and conditions.
- 14. 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.
- 15. 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.
- 16. 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.


- 17. 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.
- 18. 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.
- 19. SEVERABILITY.** If any part of this Agreement shall be determined to be illegal, invalid, or unenforceable, that part shall be severed from this Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.
- 20. 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.
- 21. 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.
- 22. ATTORNEYS' FEES.** Each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement.
- 23. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Copies of original signatures sent by facsimile, portable

document format (PDF), or other electronic imaging means shall be deemed to be originals for all purposes of this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

BY SIGNING BELOW, RELEASOR REPRESENTS THAT IT/HE 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 IT/HIM, AND THAT IT/HE HAS HAD THE OPPORTUNITY TO REVIEW THEM WITH COUNSEL OF ITS/HIS CHOOSING, 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 THE RELEASEES, AS DESCRIBED MORE FULLY ABOVE.

THE ESTATE OF PORFIRIO REA

By: 
Robert McMaster, as Special Administrator
of The Estate of Porfirio Rea

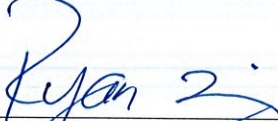
Date: 6-12-23

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

SUBSCRIBED TO ME this 12 day of June, 2023.


Notary Public in and for Said County and State

RICHARD HARRIS LAW FIRM


RYAN ZIMMER, ESQ.
Nevada Bar No. 14784
801 South Fourth Street
Counsel for the ESTATE OF PORFIRIO REA

Date: 6-12-2023