

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release ("Agreement") is made and entered into between Plaintiff, AMY ISAACSON ("ISAACSON"), and Defendants, MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC"), for themselves and for the benefit of the UMC Governing Board, the UMC Board of Hospital Trustees, and County of Clark, Nevada, and each of the aforementioned's present/former officers, directors, shareholders, Commissioners, Board members, employees, agents, attorneys, representatives, assigns, and any related entities (collectively "UMC"). ISAACSON and UMC are sometimes referred to individually as "Party" and are sometimes collectively referred to herein as "Parties".

### **I. Recitals**

A. Whereas, there is currently pending in the United States District Court, District of Nevada, in an action entitled *Amy Isaacson v. Karen Freeman, NP; Michael Hansen, MD; Maiz Luisa Pacumbaba, APRN; Michael Thomas, MD; Desert Valley Pediatrics, LLP; University Medical Center, dba UMC Quick Care; and Nevada Orthopedic & Spine Center, LLP*, Case No. A-24-895947-C (hereinafter "Subject Action").

B. After extensive negotiations, the Parties have reached an arms-length settlement of all Claims asserted or raised in the Subject Action, or related to the Subject Incident, as between the Parties.

C. Whereas, in making this Agreement, which involves disputed facts and issues, MICHAEL HANSEN, DO; MARIZ LUISA PACUMBABA, APRN, and UMC do not admit the truth or sufficiency of any of the Claims or allegations asserted by ISAACSON and does not admit liability for any of ISAACSON's alleged damages. The Parties intend by this Agreement to settle, finally and completely, all Claims, demands, actions, causes of action, known and unknown, asserted by ISAACSON in the Subject Actions and with respect to the Subject Incident.

D. Whereas, the Parties wish to memorialize the terms and conditions of their settlement made for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and they hereto agree as follows:

### **II. Definitions**

As used in this Agreement, the following phrases and words shall have the following meanings:

A. "Claim" or "Claims" shall refer to any and all claims whether in tort, contract or otherwise, at common law or by statute, including but not limited to demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, fraud, breach of contract, breach of warranty, breach of duty including any statutory duty, economic damages, non-economic damages, indemnity, contribution, property damage or loss, personal or bodily injury, wrongful death, loss of consortium, compensatory, emotional, consequential, pecuniary, general, special, economic, hedonic, punitive, or exemplary damages, loss of use, loss of income, fraudulent and intentional misrepresentation, attorneys' fees, costs, prejudgment or post-judgment interest, investigative costs, expert costs, and any other actionable omission, conduct or



damage of every kind and nature whatsoever, whether known or unknown, alleged or which could have been alleged or asserted, of any kind whatsoever, and any other measure or theory of damages actually or allegedly recoverable under law or equity, whether or not actually alleged in the Subject Actions, or arising out of or in any way relating to the Subject Incident and Subject Actions, as defined herein.

B. "Parties" shall refer to ISAACSON and MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC as defined in the first paragraph of this Agreement.

C. "Related Persons and Entities" shall refer to the respective Parties' agents, legal representatives, heirs, administrators, trustors, trustees, executors, beneficiaries, creditors, assigns, successors, insurers, attorneys, experts, and persons or classes of persons as applicable or related to the Parties and to the specific Related Persons and Entities of a Party.

D. "Subject Action" shall refer to the Eighth Judicial District Court, Clark County, Nevada in an action entitled *Amy Isaacson v. Karen Freeman, NP; Michael Hansen, MD; Maiz Luisa Pacumbaba, APRN; Michael Thomas, MD; Desert Valley Pediatrics, LLP; University Medical Center, dba UMC Quick Care; and Nevada Orthopedic & Spine Center, LLP*, Case No. A-24-895947-C.

E. "Subject Incident" shall refer to the alleged incidents alleged in ISAACSON's Complaint, in the Eighth Judicial District Court, Clark County, Nevada, and any resultant injuries and damages alleged to have been sustained by ISAACSON therefrom.

### III. Release

#### A. Monetary Consideration

1. For and in consideration of the total payment of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** payable to Plaintiff's (hereinafter "ISAACSON", "Releasor", or "Plaintiff") counsel, MURDOCK & ASSOCIATES, CHTD.'s Client Trust Account, by University Medical Center of Southern Nevada ("UMC" or "Payor"), the undersigned does hereby release, acquit, and forever discharge MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, UMC, the UMC Governing Board, the UMC Board of Hospital Trustees, and County of Clark, Nevada, and each of the aforementioned's present/former officers, directors, shareholders, Commissioners, Board members, employees, agents, attorneys, representatives, assigns, and any related entities (hereinafter "Releasees") from any consequences resulting from alleged wrongdoing and any and all causes of action arising from allegations contained in Plaintiff's Complaint, and as more particularly described in Case No. A-24-895947-C, filed in the Eighth Judicial District Court, Clark County, Nevada.

2. Upon full execution of this Settlement Agreement and Release of All Claims by Plaintiff and within fourteen (14) days of approval by the UMC Governing Board and the UMC Board of Hospital Trustees, and upon receipt from Plaintiff's counsel of an appropriate IRS W-9 form, settlement payment in the amount of \$100,000.00 by UMC will be made payable MURDOCK & ASSOCIATES, CHTD.'s Client Trust Account.

3. In consideration for payment as herein described, each party thereto shall pay their own attorneys' fees and costs.



4. ISAACSON and her counsel acknowledge and agree that MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC have made no representations to ISAACSON or her counsel regarding the tax consequences of any amounts received by ISAACSON pursuant to this Agreement. ISAACSON agrees to pay taxes, if any, which are required by law to be paid with respect to this settlement payment and Agreement. ISAACSON further agrees to hold MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC for any amounts claimed due on account of this Agreement or pursuant to claims made under any laws for MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC's failure to pay any taxes that she is legally obligated to pay, and any costs, expenses or damages that she is legally obligated to pay, and any costs, expenses or damages sustained by MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC by reason of any such claims, including any amounts paid by MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties interest or otherwise

5. In a simultaneous exchange for receipt of payment, ISAACSON or her counsel will sign the dismissal of the Case No. A-24-895947-C, with prejudice, of MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC, with each party to bear its own fees and costs. ISAACSON further acknowledges that the Subject Action and each of the claims and causes of action asserted therein or that could have been asserted, are fully and finally settled and resolved. ISAACSON acknowledges that the dismissal of the Subject Action is a condition of this settlement and of the payments and conditions described herein.

6. ISAACSON expressly acknowledges and agrees that she would not otherwise be entitled to the consideration set forth herein, if not for her covenants, promises, and releases set forth hereunder and that the payment and conditions constitute good and valuable consideration for the release by ISAACSON. ISAACSON expressly acknowledges that MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC are providing good and valuable consideration to support this Agreement above and beyond any amounts or subjects that may have been disputed.

7. ISAACSON expressly acknowledges and agrees that this Agreement is contingent upon and subject to the approval of the UMC Governing Board and the UMC Board of Hospital Trustees and only becomes effective upon such approval. Furthermore, this Agreement is subject to disclosure in accordance with NRS Chapter 241, NRS Chapter 41, NRS 633.527(1)(c), or as otherwise imposed by law.

8. ISAACSON expressly acknowledges and agrees that this Agreement is contingent upon the District Court granting MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC's Motion for Determination of Good Faith Settlement if required.

#### **B. Voluntary Release of Claims**

ISAACSON understands and agrees that by signing this Agreement, she is knowingly and voluntarily agreeing to waive and release any and all claims she has had or may have against UMC. ISAACSON is advised of the following:

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1. Consultation with Counsel. ISAACSON acknowledges that this Agreement constitutes written notice from UMC that she should consult with an attorney before signing this Agreement. ISAACSON acknowledges that she has had an opportunity to fully discuss all aspects of this Agreement with an attorney to the extent she desires to do so. ISAACSON agrees that she has carefully read and fully understands all of the provisions of this Agreement, and that she is voluntarily entering into this Agreement.

### **C. ISAACSON's Release**

ISAACSON agrees to dismiss with prejudice the Subject Action, Case No. A-24-895947-C. Further, ISAACSON agrees and covenants not to sue or institute or cause to be instituted any action, claim, or lawsuit in any federal or state court against UMC arising through the date of ISAACSON's signature on this Agreement.

ISAACSON acknowledges that certain medical providers, insurance 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 ISAACSON with regard to the incident described herein. ISAACSON expressly agrees that she is solely responsible for satisfying any and all liens and/or reimbursements and ISAACSON agrees to satisfy any and all liens and/or reimbursements from the proceeds of the settlement and hereby agrees to hold harmless and indemnify 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 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.

If ISAACSON is required to set aside or repay any portion or all of the settlement amount to reasonably protect Medicare's interest under the Medicare Secondary Payer Statute (MSP), ISAACSON shall be solely responsible for setting aside or repaying such monies from their own funds. ISAACSON also agrees to defend, indemnify and hold harmless Releasees and its attorneys for the consequences of ISAACSON's loss of Medicare benefits or for any recovery the CMS may pursue against Releasees and their attorneys. In addition, ISAACSON waives and releases any right to bring any action against Releasees and their attorneys under § 1395(y) of the MSP.

By signing this Agreement, ISAACSON is bound by it. Anyone who succeeds to ISAACSON's rights and responsibilities, including but not limited to ISAACSON's spouse, heirs, executor of ISAACSON's estate, assignee or any entity claiming by, through or under ISAACSON, is also bound by this Agreement. ISAACSON covenants and confirms that she is not married and that no one else has a right to the settlement proceeds other than her counsel.

If ISAACSON breaches any of ISAACSON's obligations under this Agreement or as otherwise imposed by law, UMC shall be entitled to (a) cease any payment to be made under this Agreement; (b) obtain all other relief provided by law or equity, including recovery of monetary damages, and/or (c) apply for and receive an injunction to restrain any violation of this Agreement. In such event, ISAACSON agrees that ISAACSON will be required to pay MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC's legal costs and expenses, including reasonable attorneys' fees, associated with such lawsuit and enforcing this Agreement.



#### **IV. No Admissions**

By signing this Agreement, MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC are not admitting to any inappropriate, unlawful, or tortuous conduct and, in fact, MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC deny that any such conduct has occurred.

#### **V. Covenant Not to Sue**

The Parties hereto promise to never commence, prosecute or cause to be commenced or prosecuted any action or proceeding against the other Party based upon any claim, lawsuit, demand, cause of action, obligation or liability relating to the Subject Action and/or covered by this Agreement, except for claims to enforce a breach of the terms of this Agreement. If any action is commenced or prosecuted in violation of this Agreement, the Party commencing or prosecuting the action shall be liable for all damages sustained by the opposing Party as a result of the action, including, but not limited to, reasonable attorneys' fees and costs incurred in defending the action and during appeal.

#### **VI. Governing Law**

By executing this Agreement, MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, UMC and ISAACSON agree that its performance is to occur in Las Vegas, Clark County, Nevada, and that the terms of this Agreement will be interpreted under the laws of the State of Nevada and any applicable laws of the United States.

#### **VII. Exclusive Jurisdiction**

The parties agree that the appropriate state or federal courts in Las Vegas, Clark County, Nevada have exclusive jurisdiction over any dispute, regardless of any conflict or choice of law provision or statute.

#### **VIII. Entire Agreement**

Upon the effective date of this Agreement, all prior (oral or written) agreements, if any, between ISAACSON and MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC are terminated. The terms stated in this Agreement are all of the terms to which MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, UMC and ISAACSON have agreed. By executing this Agreement, ISAACSON acknowledges that there are no other agreements (oral or written) between ISAACSON and MICHAEL HANSEN, DO, MARIZ LUISA PACUMBABA, APRN, and UMC, or any other topic covered by this Agreement.

#### **IX. Waiver**

The failure of any party to enforce or to require timely compliance with any term or provision of this Agreement shall not be deemed to be a waiver or relinquishment of rights or obligations arising hereunder, nor shall such failure preclude or stop the subsequent enforcement of such term or provision or the enforcement of any subsequent breach.

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**X. Severability**

Every part, term or provision of this Agreement is severable from the others. This Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected by any possible future finding of a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable. If a provision in this Agreement is later found to be unlawful by a proper authority, the parties agree to construe the Agreement as if the unlawful provision did not exist.

**XI. Construction**

This Agreement shall be deemed drafted equally by the parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle in law or equity that the language is to be construed against any party shall not apply. The headings in this Agreement are for convenience and are not intended to affect construction or interpretation. The plural includes the singular, and the singular includes the plural; “and” and “or” are each used both conjunctively and disjunctively; “any” and “all” each mean “any and all”; “each” and “every” each mean “each and every”; and “including” and “includes” are each “without limitation.”

**XII. Legal Counsel**

ISAACSON is advised to consult with an attorney prior to executing this Agreement.

**XIII. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**XIV. Section Headings**

The section and paragraph headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**XV. Compliance with Terms**

The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

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**XVI. Understanding**

By executing this Agreement, ISAACSON acknowledges that ISAACSON has carefully read it; that ISAACSON has had an opportunity to review it with an attorney of ISAACSON's own choice, if ISAACSON chooses to do so; that the waiver and release set forth herein is part of an agreement that is written in a manner calculated to be understood by ISAACSON and ISAACSON in fact fully and completely understands the terms and the binding effect of this Agreement; that the only promises and representations made to ISAACSON that have led to ISAACSON executing this Agreement are those stated in this Agreement; that ISAACSON is executing this Agreement knowingly and voluntarily and under ISAACSON's own free will, without any threat or coercion by any entity, including UMC; and that ISAACSON is legally and mentally competent to enter into this Agreement.

**IN WITNESS WHEREOF**, Plaintiff, AMY ISAACSON, hereby executes the instant Settlement Agreement and Release of All Claims as follows:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025. DATED this 14<sup>th</sup> day of November, 2025.

Signed by: Amy Isaacson 11/14/2025  
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\_\_\_\_\_  
AMY ISAACSON

MURDOCK & ASSOCIATES, CHTD.

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