

RELEASE AND INDEMNITY AGREEMENT

WHEREAS

A. **The Agreement.** This Release and Indemnity Agreement may be referred to herein as the "Agreement."

B. **The Incident.**

SHANTAY SARAH COLEMAN and MICHAEL PERIDA (collectively hereinafter "Releasors") allege they suffered damages arising out of care and treatment provided to Shantay Sarah Coleman, by University Medical Center of Southern Nevada, incorrectly named herein as Clark County Nevada d/b/a University Medical Center ("Releasee" or "UMC"), and their assigns, and agents, and affiliates, and each of their respective directors, officers, employees, representatives, attorneys, supervisors, and all persons acting by, through, under or in concert with any of them, stemming from medical treatment Shantay Sarah Coleman received commencing on January 18-29, 2019 and for treatment continuing thereafter. All actions and communications made in connection with these claims and allegations are hereinafter collectively referred to as the "Incident."

C. **The Lawsuit.** Releasors filed suit in the Eighth Judicial District Court, Clark County, Nevada on January 21, 2020, and subsequently filed an amended complaint on March 26, 2021 in an action entitled *SHANTAY SARAH COLEMAN; MICHAEL PERIDA, Plaintiffs, vs. CRAIG HUNTER, D.O., individually; UROLOGY SPECIALISTS OF NEVADA; ROBERT B. MCBEATH III, P.C. d/b/a UROLOGY SPECIALISTS OF NEVADA, a Nevada Corporation; CLARK COUNTY NEVADA d/b/a UNIVERSITY MEDICAL CENTER; TERENCE M. SCIPIONE, M.D.; CHAD POOPAT, M.D.; ASHOK GUPTA, M.D.; SHAHROKH ASSEMI, M.D.; ELLIS, BANDT, BIRKIN, KOLLINS, & WONG, PROF. CORP. d/b/a DESERT RADIOLOGISTS; DOES 2-15; DOES 19-25; ROE CORPORATIONS 1 - 15; ROE CORPORATIONS 17-25, inclusive, Defendants.*, Case Number A-22-808884-C, (hereinafter referred to as the "Lawsuit"). Thereafter, the respective defendants individually filed their Answer to the Amended Complaint denying all material allegations in the Amended Complaint and interposing affirmative defenses. Defendant

University Medical Center of Southern Nevada, incorrectly named herein as Clark County Nevada d/b/a University Medical Center (hereinafter "Releasee") denies any and all allegations made in the Lawsuit.

D. The Settlement. Releasors and Releasee have reached an agreement to compromise all claims any party may now have, or in the future could have, arising out of or in any manner related to the Incident and/or the Lawsuit. This Agreement is contingent upon and subject to a recommendation for approval by the University Medical Center of Southern Nevada Governing Board and approval by the University Medical Center of Southern Nevada Board of Hospital Trustees.

NOW THEREFORE, IT IS AGREED:

1. The Payment. Pursuant to the agreement to compromise, Releasors shall receive the following payment: FIFTY THOUSAND DOLLARS (\$50,000.00) (hereinafter payment collectively referred to as the "Payment"). The Payment shall be made upon completion of the conditions precedent set forth in paragraph 22 below. The full amount of this settlement is related to a civil claim based upon personal physical injuries or physical sickness pursuant to Internal Revenue Code 104(a)(2).

2. Sole Recovery. The Payment shall constitute Releasors' only recovery from Releasees for any and all actual or potential claims arising out the Incident and/or the Lawsuit.

3. The Release. Releasors hereby waive, release, and forever discharge any and all actual or potential claims arising out of the subject Incident, which were or could have been alleged in the Lawsuit as follows:

A. Persons/Entities Released. The following persons and entities are released: Defendant University Medical Center of Southern Nevada, incorrectly named herein as Clark County Nevada d/b/a University Medical Center, the University Medical Center of Southern Nevada Hospital Board of Trustees, the University Medical Center of Southern Nevada Governing Board, and the County of Clark, Nevada, together with each of the

aforementioned's respective past, present and future affiliates, subsidiaries, predecessors, successors, assigns, spouses, officers, directors, agents, servants, employees, attorneys, legal representatives, heirs, executors, administrators, beneficiaries, personal representatives, sureties, insurers, guarantors, indemnitors, agents, affiliates, and each of their respective directors, officers, employees, representatives, attorneys, supervisors, and all persons acting by, through, under or in concert with any of them (collectively "Releasee"). The releasors specifically reserves all rights and claims against all remaining defendants in the above referenced case, including *CRAIG HUNTER, D.O., individually; UROLOGY SPECIALISTS OF NEVADA; ROBERT B. MCBEATH III, P.C. d/b/a UROLOGY SPECIALISTS OF NEVADA, a Nevada Corporation; TERENCE M. SCIPIONE, M.D.; ELLIS, BANDT, BIRKIN, KOLLINS, & WONG, PROF. CORP. d/b/a DESERT RADIOLOGISTS.*

B. Claims Released. The following claims are released: Releasee is hereby released and discharged fully and completely from and against any and all liability, rights, claims, demands, actions, judgments, and/or causes of action, in law or in equity, statutory or common law, contractual or extra-contractual, known or unknown, past, present or future, claimed or unclaimed, direct or indirect, fixed or contingent, liquidated or uncertain, latent or patent, of any kind whatsoever, arising out of or in any way relating to the Incident and/or the Lawsuit, whether such claims seek:

1. Bodily injury, personal injury, wrongful death, property, loss of consortium, compensatory, emotional, consequential, pecuniary, general, special, economic, hedonic, actual, punitive, or exemplary damages;
2. Attorneys' fees, costs or prejudgment or post-judgment interest; or
3. Any other measure or theory of damages actually or allegedly recoverable under law or equity, whether or not actually alleged in the Lawsuit arising out of the Incident.

4. **Future and Unknown Claims Released.** Releasors acknowledge that there may arise in the future injuries or damages of which they or their agent(s) are not presently aware, and intends the Agreement to release Releasee as to all rights in any way connected with any such injuries or damages which may become known in the future arising out of the Incident. Part of the Payment is made to compensate Releasors for any injury or damages which may become known in the future.

5. **Denial of Liability.** Neither the Payment as set forth in the Agreement, nor the execution of the Agreement itself, constitutes an admission of liability on the part of Releasee. Payment is made in compromise and full settlement of disputed claims and Releasee expressly denies any and all liability.

6. **No Representations Made.** No representation of any kind concerning any subject has been made by or on behalf of Releasee which has in any way influenced Releasors' decision to enter into the Agreement.

7. **Reliance On Own Counsel.** In entering into the Agreement, Releasors represent that they or their duly authorized agent(s) individually relied upon the legal advice of their attorney, who is an attorney of their own choice, and that the terms of the Agreement have been completely read and explained to them by their attorney. Releasors verify they fully understand and voluntarily accept the terms of the Agreement.

8. **Warranty.** Releasors hereby warrant and covenant that they or their agents are respectively over the legal age of majority in the State of Nevada, and in the State where the Agreement is executed if other than Nevada.

9. **Binding Others.** Releasors and/or their attorneys in fact hereby bind themselves, their guardian(s), attorneys, legal representatives, successors, principals, heirs, administrators, executors, assigns, and personal representatives to the Agreement and to each of its terms and conditions.

10. **Execution of Documents.** Releasors agree to execute all documents and to do all things necessary to fully effectuate the terms of the Agreement.
11. **Post-Execution Survival.** The representations, warranties, agreements, and promises made in the Agreement which are contained herein shall survive the execution of the Agreement.
12. **Costs and Fees.** Each party to the Agreement agrees to bear its own costs, expenses, and attorney's fees with respect to the Lawsuit.
13. **Signatory Representations.** The undersigned declare and represent that they are competent to execute the Agreement, and that they are duly authorized, and have the full right and authority to execute the Agreement on behalf of the party for whom they are signing.
14. **Amendments, Modifications, Addendums and Revisions.** No amendment, modification, addendum, or revision of the Agreement shall be valid unless it is in writing and signed by all of the parties to the Agreement, in which event there need be no separate consideration therefor.
15. **Waiver.** No waiver or indulgence of any breach or series of breaches of the 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 the Agreement, and no waiver shall be valid unless executed in writing by the waiving party.
16. **Satisfaction of Liens.** Releasors hereby warrant, represent, and covenant that any outstanding liens and/or other reimbursable amounts for medical and/or legal services paid or rendered on their behalf, allegedly arising out of or in any way related to the Incident and/or the Lawsuit will be satisfied out of the Payment and that they bear sole responsibility for doing so.
17. **Agreement to Indemnify Against Liens.** In further exchange for the tender of the Payment set forth herein, Releasors hereby covenant and agree to defend, hold harmless, and indemnify (including costs, attorney's fees, and other claims and/or litigation expenses) Releasee, Releasee's governing bodies or any other entity or institution responsible for the Payment, and Releasee's attorneys and law firm from any and all further, additional, or future liability, loss.

damages, or expenses incurred because of any legal action or threat of legal action which might be brought against Releasee, Releasee's governing bodies and Releasees' attorneys and law firm by creditors or lienholders as a result of the expenses which Releasors incurred or which may have been incurred on their behalf, or for work performed on their behalf, arising out of or in any way relating to the Incident and/or the Lawsuit, including any liens from Medicare or Medicaid. In the event of any such action, Releasee shall have the sole and exclusive right to select counsel and to control the defense of such action, and Releasors shall be jointly and severally obligated to pay for the reasonable costs of such defense, and to pay any judgment entered against Releasees or reasonable settlement reached by Releasee with respect to such an action jointly and severally.

18. **Assignment of Claims.** Releasors and/or their attorneys in fact represent, warrant and agree that they are the lawful owners of the right, title, and interest in and to every claim or matter released herein and have not assigned or transferred, nor purported to or attempted to assign or transfer, to any person or entity any claim or other matter released herein. Releasors and/or their attorneys in fact warrant that they will not in the future assign or transfer any claim or other matter released herein and will jointly and severally defend, indemnify, and hold Releasee harmless from any and all claims arising out of or relating to any assignment or transfer, and/or any purported or attempted assignment or transfer contrary to the terms of this paragraph.

19. **Other Actions, Suits, Proceedings or Claims.** Releasors and/or their attorneys in fact agree that they have not and will not commence, maintain, initiate or prosecute, or cause, encourage, assist, advise, or cooperate with any other person or entity to commence, maintain, initiate or prosecute, any action, suit, proceeding, or claim before any court, administrative, or quasi-legal body or agency (whether state, federal, private, or otherwise), against Releasees from, concerned with, or otherwise related to the Incident and/or the Lawsuit.

20. **Medicare, Medicaid and Subrogation Issues.** SHANTAY SARAH COLEMAN is a Medicare beneficiary. As a result, SHANTAY SARAH COLEMAN notified Medicare of this claim, and Medicare's interest has been considered by the parties. The parties have reached this settlement

with the understanding that this is a complete and final settlement of all claims and with the understanding that Medicare A and B conditional payments and Medicare C and D liens will be reimbursed to Medicare by SHANTAY SARAH COLEMAN, if any.

SHANTAY SARAH COLEMAN agrees that the details of the settlement will be provided to Medicare so that Medicare can expeditiously issue a final demand letter to SHANTAY SARAH COLEMAN. This final demand letter will be provided to the Releasee, and Releasee will distribute a check payable to Medicare in satisfaction of the final demand amount owed to Medicare. SHANTAY SARAH COLEMAN further agrees to provide Releasee with proof of satisfaction of Medicare's demand.

In terms of future medical expenses, SHANTAY SARAH COLEMAN acknowledges and agrees that she is solely responsible for the payment of any and all unpaid medical bills, as well as any and all future medical services and expenses, and that Releasee has no responsibility for the same. The parties agree that the settlement proceeds will be exhausted appropriately to prevent a shift in responsibility to Medicare for future injury related medical expenses. SHANTAY SARAH COLEMAN agrees that if she is required to set-aside or repay any amount, up to and including the total amount of this settlement, in order to reasonably consider Medicare's interests under federal law, she will be solely responsible for doing so in accordance with federal law. SHANTAY SARAH COLEMAN also agrees to manage the set-aside amount, keep records of all expenditures and report to Medicare as required by law. SHANTAY SARAH COLEMAN further acknowledges and agrees that she will neither impermissibly apply for nor accept Medicare-covered services of any kind or nature for the alleged injuries or conditions arising out of the incident that forms the basis of this Agreement in violation of the MSP.

SHANTAY SARAH COLEMAN agrees to be fully responsible to Medicare, Medicaid, or any other third party insurer having a subrogation interest in this matter for any and all medical liens and/or claims arising from medical expenses incurred as a result of the incident that forms the basis of this Agreement, or any such liens or claims that may be made in the future. SHANTAY SARAH

COLEMAN warrants and promises these claims will be satisfied by her and that the Releasee, including the insurer for the Releasee, the governmental entity(ies) responsible for payment of any settlement proceeds under this Agreement, and the attorneys for the Releasee, have no obligation to satisfy these claims or liens at any time.

To the extent there are any liens or rights of reimbursement, SHANTAY SARAH COLEMAN agrees to pay and satisfy these out of these settlement proceeds and obtain a release and discharge from such liens or rights. SHANTAY SARAH COLEMAN further agrees and covenants to release and indemnify and hold harmless Releasee, including the insurer for Releasee, the governmental entity(ies) responsible for payment of any settlement proceeds under this Agreement, as well as attorneys representing the Released Parties, from any liens, reimbursement rights, claims, or subrogation claims which exist today, or may arise in the future in favor of any financial institution, medical provider, doctor, hospital, chiropractor, health insurer, Blue Cross and Blue Shield, Medicare, Medicaid, any HMO, or any other insurer, and/or other third party, by operation of law or equity, for medical expenses, disability benefits or any other charges or expense, directly or indirectly, relating to the incident that forms the basis of this agreement and the allegation as made.

In consideration of the payments set forth herein, SHANTAY SARAH COLEMAN further agrees to waive and release any private right of action she may have against the Releasee including the insurer, the governmental entity(ies) responsible for payment of any settlement proceeds under this Agreement, and the attorneys representing the Releasee as outlined in 42 U.S.C. section 1395y(b)(3)(A). SHANTAY SARAH COLEMAN covenants and promises that she takes full and complete responsibility to protect Medicare's claims, including any claims for past and/or future medical payments. In the event Medicare must make a claim against Releasee including their insurer, the governmental entity(ies) responsible for payment of any settlement proceeds under this Agreement, and/or the attorneys representing the Releasee, arising out of Medicare's interest in this settlement, the SHANTAY SARAH COLEMAN promises that she will protect against such claims and indemnify and hold these parties harmless for such claims and that she will be fully responsible for reimbursing

these parties for any and all costs incurred as a result of defending such claims, including any interest payments or double damages that might be assessed by Medicare. See 42 CFR 411.24 and 42 CFR 411.26 (a).

Except as otherwise set out herein, SHANTAY SARAH COLEMAN further understands and agrees to be solely responsible for repayment of any and all conditional payments that Medicare may subsequently determine that is paid or will be paid with respect to this claim. SHANTAY SARAH COLEMAN agrees to be responsible for payment of any and all interest and penalties imposed by governmental authorities in connection with the failure to pay a Medicare lien as required or failure by the releasing parties to abide by any of the requirements regarding Medicare liens related to this claim. SHANTAY SARAH COLEMAN further certifies that this settlement is not an attempt to shift a healthcare burden to Medicare and Medicaid. SHANTAY SARAH COLEMAN expressly acknowledges that she has an independent legal obligation under 42 C.F.R. § 411.24(h), as currently in effect or hereinafter modified, to satisfy any Medicare lien or interest, which SHANTAY SARAH COLEMAN agrees is her sole and separate obligation, should any such lien or interest exist. SHANTAY SARAH COLEMAN acknowledges that Releasee entered into this settlement in reliance and based upon the SHANTAY SARAH COLEMAN's assumption of this obligation. Further, SHANTAY SARAH COLEMAN agrees that any claims arising out of any stated interest by Medicare in this settlement are likewise subject to the indemnification provisions contained herein.

SHANTAY SARAH COLEMAN understands this settlement may impact, limit or preclude her right or ability to receive future Medicare benefits arising out of the injuries alleged in this Lawsuit pertaining this this Incident, and nevertheless wishes to proceed with the settlement. SHANTAY SARAH COLEMAN further understands that she has the right to seek a waiver, compromise or otherwise reduce the amount of the conditional payments sought by the Centers for Medicare and Medicaid Services based on the cost of procurement and/or hardship.

SHANTAY SARAH COLEMAN further agrees to cooperate with Releasee, including their attorneys, the governmental entity(ies) responsible for payment of any settlement proceeds under this

Agreement, and insurer in order to assist in resolving any and all subrogation claims with any insurer, particularly with Medicare. This includes providing copies of documents or agreements and to do such further acts and things as the Releasee, their insurer, the governmental entity(ies) responsible for payment of any settlement proceeds under this Agreement, or attorneys may reasonably request when necessary to effectuate the purposes of the Agreement, including providing documents between SHANTAY SARAH COLEMAN and Medicare.

21. **The Dismissal.** Releasors and/or their attorneys in fact agree that the consideration of the Agreement constitutes all of the money whatsoever that they have received or are entitled to receive from Releasee as a result of the Incident and/or the Lawsuit, and further agree that a portion of the consideration paid under this Agreement is in return for their agreement to dismiss the Lawsuit, with prejudice, as to all claims, currently existing or which may arise, against Releasee.

22. **Conditions Precedent.** The following are conditions precedent to the tender of the Payment:

- a. The Agreement must be executed in full by Releasors; and
- b. Releasors or their legal counsel must execute a Stipulation and Order for Dismissal with Prejudice of the Lawsuit to be held in escrow pending the transmission of the Payment to Releasors or their counsel; and
- c. Releasors shall provide either a lien release from Medicare, and/or Medicaid if applicable, to counsel for Releasee, or shall provide a current and verified lien amount from Medicare and of Medicaid along with a CMS conditional payment letter with ICD 10 codes, if applicable, or an affidavit from Releasors that no such lien exists, to counsel for Releasee, the amount of which shall be paid directly by Releasee to Medicare and/or Medicaid or its authorized representative from the Payment, the remainder of which, after satisfaction of any Medicare and/or Medicaid lien(s),

shall be paid to Releasors and their counsel, and further subject to the terms of Paragraph 20 above; and

- d. Releasors must provide their Social Security numbers, dates of birth and current address; and
- e. Releasors must specify all persons and/or entities to whom the Payment shall be rendered; and
- f. Releasors' counsel must complete an Internal Revenue Service W-9 form in its entirety; and
- g. Releasors, Releasee, and all remaining parties to the Lawsuit must either execute a stipulation and order of good faith settlement which shall be signed by the Court, or Releasee shall successfully obtain an order of good faith settlement from the Court after service and filing of a motion for such relief with the Court; and
- h. This Agreement is preconditioned upon the approval of the University Medical Center of Southern Nevada Governing Board; and
- i. The Agreement must be signed by Releasors and their counsel by April 14, 2023; and
- j. This Agreement is preconditioned upon the approval thereof by the University Medical Center of Southern Nevada Board of Hospital Trustees.

23. Taxability of Settlement Proceeds. If any government entity determines that any taxes or payments of any kind are due on account of this settlement, such payment shall be the sole responsibility of Releasors, and Releasors hereby represent that they will make payment of such taxes at the time and in the amount required. Releasors and their counsel further agree to jointly

and severally indemnify and hold Releasee harmless for any payment of tax or penalty that is required by any government agency as a result of the payment of the sums set forth herein.

24. **Nondisparagement:** Releasors and/or their attorneys in fact or legal counsel herein hereby agree that they shall not disparage Releasee, its principals, directors, officers, members, managers, employees, agents, consultants, attorneys, insurers and contractors regarding the Incident and/or Lawsuit. This non-disparagement clause includes oral and written communications including, but not limited to, conversations, emails, news interviews, social media outlets, websites, chat forums, letters, journals, reports or any other method of communication, and further includes any postings, reviews or comments on any internet websites, either anonymously, through the use of a fictitious name, or with any user name whatsoever in any manner and in any form.

25. **Laws of Nevada Apply.** The laws of the State of Nevada govern the terms and enforceability of the Agreement.

26. **Use of Titles.** Titles used in the Agreement are for purposes of organization only, and are not to be considered as terms of the Agreement, nor are they to be used in interpretation of the Agreement or the intention of the parties to the Agreement.

27. Counsel for Plaintiffs will pay the Medicaid lien and the Medicare lien (if any) before disbursing funds to the Plaintiffs.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND IT, AND
AGREE TO IT.

DATED this 13 day of April 2023.


SHANTAY SARAH COLEMAN

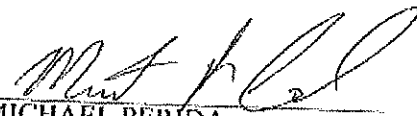
STATE OF)
) ss.
COUNTY OF)

BEFORE ME, a Notary Public, on this _____ day of _____ 2023, personally appeared
SHANTAY SARAH COLEMAN to me personally known, and who acknowledged the execution of
the instrument as her free act and deed, for the consideration set forth therein.

See Attachment of Ca Acknowledgment
NOTARY PUBLIC in and for said
COUNTY and STATE

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND IT, AND AGREE
TO IT.

DATED this 13 day of APRIL 2023.


MICHAEL PERIDA

STATE OF)
) ss.
COUNTY OF)

BEFORE ME, a Notary Public, on this _____ day of _____ 2023, personally appeared
MICHAEL PERIDA to me personally known, and who acknowledged the execution of the instrument
as his free act and deed, for the consideration set forth therein.

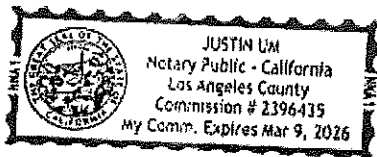
See Attachment of Ca Acknowledgment
NOTARY PUBLIC in and for said
COUNTY and STATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles } ss.

On April 13, 2023 before me, Justin Um Notary Public,
personally appeared Shantay Sarah Coleman
Michael A. Perida



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A handwritten signature of Justin Um, the Notary Public, written in ink over a horizontal line.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Release and Indemnity Agreement

Document Date: April 13, 2023

Number of Pages: 14 pages + Ca Ack

Signer(s) Other Than Named Above:

Approved as to form and content	Approved as to form and content
Dated: <u>4/14/23</u>	Dated: <u>4-14-23</u>
	<i>/s/ Adam Garth</i>
Ryan Krametbauer, Esq. or William Brenske, Esq. (counsel for Releasors)	S. Brent Vogel, Esq & Adam Garth, Esq. (counsel for Releasee)