

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release (“Agreement”) is made and entered into between Plaintiff, ASUSENA SOTO GONZALEZ (“GONZALEZ”), and Defendant, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, 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”). UMC and GONZALEZ 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 ASUSENA SOTO GONZALEZ v. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, BOBBY JOHN THOMAS, M.D. and SAMSON WONG, D.O., Case No. A-21-837197-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 Actions, or related to the Subject Incident, as between the Parties.

C. Whereas, in making this Agreement, which involves disputed facts and issues, UMC does not admit the truth or sufficiency of any of the Claims or allegations asserted by GONZALEZ and does not admit liability for any of GONZALEZ’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 GONZALEZ 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 ASUSENA SOTO GONZALEZ and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 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 ASUSENA SOTO GONZALEZ v. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, BOBBY JOHN THOMAS, M.D. and SAMSON WONG, D.O., Case No. A-21-837197-C.

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

III. Release

A. **Monetary Consideration**

1. For and in consideration of the total payment of **EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00)** payable to Plaintiff's (hereinafter "Releasor" or "Plaintiff") counsel, THE702FIRM Client Trust Account, by University Medical Center of Southern Nevada ("UMC" or "Payor"), the undersigned does hereby release, acquit, and forever discharge 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-21-837197-C, filed in the Eighth Judicial District Court, Clark County, Nevada.

2. This Settlement Agreement and Release of All Claims is contingent upon and subject to the approval of the UMC Governing Board and the Board of Hospital Trustees. Plaintiff expressly acknowledges and agrees that this Settlement Agreement and Release of All Claims is contingent upon approval by the UMC Governing Board and the UMC Board of Hospital Trustees and only becomes effective upon such approval.

3. Within thirty (30) days of full execution of this Settlement Agreement and Release of All Claims by Plaintiff, 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 \$85,000.00 by UMC will be made payable to THE702FIRM Client Trust Account.

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

5. GONZALEZ agrees that this Agreement sets forth the entire amount of monetary consideration and benefits to which she is entitled from UMC and that she will not seek any further compensation or benefits of any kind or nature from UMC, including, but not limited to, wages, bonuses, benefits, back pay, front pay, vacation pay, severance, Nevada PERS benefits, damages (whether compensatory, punitive or otherwise), costs or attorney's fees, with respect to any matter or issues which were, or which could have been, raised in the Subject Action or related claim, up to the effective date of this Agreement, whether known or unknown to GONZALEZ at the time of the execution of this Agreement.

6. GONZALEZ and her counsel acknowledge and agree that UMC has made no representations to GONZALEZ or her counsel regarding the tax consequences of any amounts received by GONZALEZ pursuant to this Agreement. GONZALEZ agrees to pay taxes, if any, which are required by law to be paid with respect to this settlement payment and Agreement. GONZALEZ further agrees to hold UMC harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against UMC for any amounts claimed due on account of this Agreement or pursuant to claims made under any laws for 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 UMC by reason of any such claims, including any amounts paid by UMC as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties interest or otherwise

7. In a simultaneous exchange for receipt of payment, GONZALEZ or her counsel will sign the dismissal of the Case A-21-837197-C with prejudice, with each party to bear its own fees and costs. GONZALEZ 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. GONZALEZ acknowledges that the dismissal of the Subject Action is a condition of this settlement and of the payments and conditions described herein.

8. GONZALEZ expressly acknowledges and agrees that she would not otherwise be entitled to the consideration set forth herein, were it 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 GONZALEZ. GONZALEZ expressly acknowledges that UMC is providing good and valuable consideration to support this Agreement above and beyond any amounts or subjects that may have been disputed.

B. No Amount Owing

GONZALEZ acknowledges that she has received all wages, compensation and benefits due to her from UMC and that UMC shall not owe her, any third person, or any person on her behalf. GONZALEZ further acknowledges that once she receives the consideration described herein, UMC shall not owe any further consideration.

C. Voluntary Release of Claims

GONZALEZ 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. GONZALEZ is advised of the following:

1. Consultation with Counsel. GONZALEZ acknowledges that this Agreement constitutes written notice from UMC that she should consult with an attorney before signing this Agreement. GONZALEZ 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. GONZALEZ 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.

D. GONZALEZ's Release

GONZALEZ agrees to dismiss with prejudice the Subject Action, Case No. A-21-837197-C. Further, GONZALEZ 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 GONZALEZ's signature on this Agreement.

GONZALEZ 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 GONZALEZ with regard to the incident described herein. GONZALEZ expressly agrees that she is solely responsible for satisfying any and all liens and/or reimbursements and GONZALEZ 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 GONZALEZ 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), GONZALEZ shall be solely responsible for setting aside or repaying such monies from their own funds. GONZALEZ also agrees to defend, indemnify and hold harmless Releasees and its attorneys for the consequences of GONZALEZ' loss of Medicare benefits or for any recovery the CMS may pursue against Releasees and their attorneys. In addition, GONZALEZ waives and releases any right to bring any action against Releasees and their attorneys under § 1395(y) of the MSP.

By signing this Agreement, GONZALEZ is bound by it. Anyone who succeeds to GONZALEZ's rights and responsibilities, including but not limited to GONZALEZ's spouse, heirs, executor of GONZALEZ's estate, assignee or any entity claiming by, through or under GONZALEZ, is also bound by this Agreement. GONZALEZ 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 GONZALEZ breaches any of GONZALEZ'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, GONZALEZ agrees that GONZALEZ will be required to pay 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, UMC, is not admitting to any inappropriate, unlawful, or tortuous conduct and, in fact, UMC denies that any such conduct has occurred.

V. Covenant Not to Sue

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. Confidentiality and Non-Disparagement

GONZALEZ agrees that the terms of this Agreement and the fact of its existence shall be kept confidential, except as required by applicable law, and shall not be disclosed to any employee of UMC, agents of UMC or to any third party, except to GONZALEZ's attorneys, tax advisors, investment advisors, or as may be required by state or federal law.

GONZALEZ agrees and acknowledges that this agreement may be subject to approval by the UMC Governing Board and the UMC Board of Hospital Trustees. As such, the Agreement is subject to disclosure in accordance with NRS Chapter 241, NRS Chapter 41, or as otherwise imposed by law.

VII. Governing Law

By executing this Agreement, UMC and GONZALEZ 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.

VIII. 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.

IX. Entire Agreement

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

X. 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.

XI. 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.

XII. 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."

XIII. Legal Counsel

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

XIV. 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.

XV. 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.

XVI. 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.

XVII. Understanding

By executing this Agreement, GONZALEZ acknowledges that GONZALEZ has carefully read it; that GONZALEZ has had an opportunity to review it with an attorney of GONZALEZ's own choice, if GONZALEZ 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 GONZALEZ and GONZALEZ in fact fully and completely understands the terms and the binding effect of this Agreement; that the only promises and representations made to GONZALEZ that have led to GONZALEZ executing this Agreement are those stated in this Agreement; that GONZALEZ is executing this Agreement knowingly and voluntarily and under GONZALEZ's own free will, without any threat or coercion by any entity, including UMC; and that GONZALEZ is legally and mentally competent to enter into this Agreement.


IN WITNESS WHEREOF, Plaintiff, ASUSENA SOTO GONZALEZ, hereby executes the instant Settlement Agreement and Release of All Claims as follows:

DATED this 8 day of April, 2024. DATED this 9 day of April, 2024.

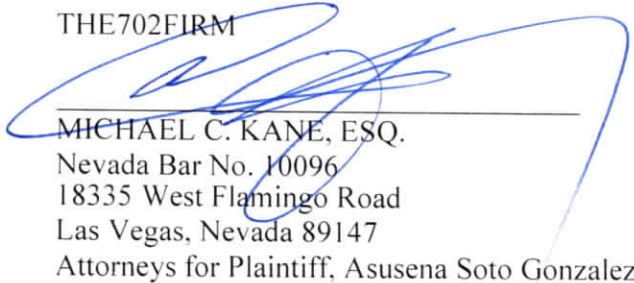


ASUSENA SOTO GONZALEZ

SUBSCRIBED AND SWORN to before me this 8 day of April, 2024.



NOTARY PUBLIC in and for said
County and State

THE702FIRM


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