

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement"), is entered into by and between Plaintiff, Ho Kyong Wilson (hereinafter "Plaintiff" or "Releasor"), on the one hand, and University Medical Center of Southern Nevada (incorrectly named as "Clark County, Nevada d/b/a University Medical Center"), the Board of County Commissioners sitting as UMC's Board of Hospital Trustees, UMC's Governing Board, and each of the aforementioned's directors, officers, employees, agents, attorneys, affiliates, subsidiaries, related entities, successors, and assigns (collectively hereinafter with UMC, the "Releasees"), on the other hand. Plaintiff and Releasees are collectively referred to herein as the "Parties", and individually as "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, Plaintiff filed consolidated District Court Cases A-15-717224-C and A-15-717233-C (collectively, the "Lawsuit"), in the Eighth Judicial District Court of Clark County, Nevada, regarding Plaintiff's treatment at UMC (the "Subject Events").

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 **Seventy-Five Thousand Dollars (\$75,000.00)** ("Settlement Payment"). The Settlement Payment shall be made via check payable to "HO KYONG WILSON and BRENSKE ANREEVSKI & KRAMETBAUER" within ten (10) business days of Plaintiff's counsel providing to UMC's counsel an appropriate W-9 IRS tax document. **THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS IS CONTINGENT UPON AND SUBJECT TO THE APPROVAL OF THE UMC BOARD OF HOSPITAL TRUSTEES.**

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 which are the subject matter of the Lawsuit. This release provision may be pleaded 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.

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 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.

4. Indemnification by Plaintiff. Plaintiff hereby agrees and understands that the objective and intention of UMC 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 UMC. 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 this Release given by Plaintiff, 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 Plaintiff received or will receive in the future related to the injuries or damages arising out of the Subject Events or alleged in the Lawsuit.

5. Dismissal of Pending Lawsuit. Within seven (7) calendar days following the receipt of the Settlement Payment, Plaintiff shall submit a stipulation and order to dismiss the Lawsuit as 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. Attorney's Fees and Costs. 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, including all exhibits hereto, if any, constitutes the entire agreement between the Parties and supersedes any and all prior written or oral agreements and understandings. This Agreement may not be modified except in writing signed by all of the Parties. Any attempted oral modification of this Agreement shall be void and of no effect.

10. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties, their executors, administrators, heirs, successors, and assigns.

11. No Prior Assignment of Rights. Plaintiff represents that she has not sold, assigned, granted or transferred to any other person, firm, corporation or entity, any claim, counterclaim, demand, or cause of action occurring, arising or existing prior to the date of this Release which Plaintiff has, claims to have, or may have against Releasees. Plaintiff also represents that no other person, firm, corporation or entity has any right or ownership in or to any claim, counterclaim, demand, or cause of action occurring, arising or existing prior to the date of this Release which Plaintiff has, claims to have, or may have against Releasees, as set forth herein.

12. 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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to choice of law principles.

14. 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 facsimile or email, and such signatures shall be as binding and effective as original signatures.

15. 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.

16. 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.

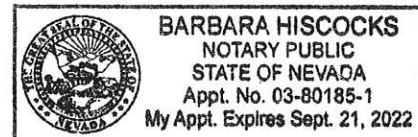
BY SIGNING BELOW, RELEASOR REPRESENTS THAT SHE HAS COMPLETELY AND CAREFULLY READ THE TERMS OF THIS AGREEMENT. RELEASOR ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE WRITTEN IN A MANNER DESIGNED TO BE UNDERSTOOD BY HER, AND THAT SHE HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH COUNSEL OF HER CHOOSING, AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT 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 RELEASORS HAVE OR MAY HAVE AGAINST RELEASEES, AS DESCRIBED MORE FULLY ABOVE.

IN WITNESS WHEREOF, Ho Kyong Wilson, hereby executes the instant Settlement Agreement and Release of All Claims as follows:

DATED this 31 day of May, 2021.

By: _____

HO KYONG WILSON



SUBSCRIBED AND SWORN TO before me
this 31st day of May, 2021.

Notary Public in and for Clark County, Nevada

Approved as to form and content:

DATED this 1st of June, 2021.

WILLIAM R. BRENSKI, ESQ.

Nevada Bar No. 1806
BRENSKE ANDREEVSKI & KRAMETBAUER
630 South Third Street
Las Vegas, NV 89101
Counsel for Plaintiff,

Ho Kyong Wilson