

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Settlement Agreement and General Release") is entered on this ____ day of _____, 2008, by and between:

PLAINTIFF:

DEFENDANTS:

Recitals:

A. In 2007, Plaintiff filed a Statement of Claim against the Defendants in the Maryland Health Claims Alternative Dispute Resolution Office ("HCADRO"). Arbitration of those claims was thereafter waived, and the claims were re-filed by way of a Complaint in the Circuit Court for Wicomico County (and were assigned Case Number _____). Plaintiff's claims sought to recover monetary damages for alleged medical negligence (i.e., the alleged negligent transection of the Plaintiff's iliac artery and vein during a total abdominal hysterectomy). Defendants have denied any and all liability.

B. The Plaintiff desires to enter into this Settlement Agreement and General Release in order to provide for payment in full settlement and discharge of any and all claims which she now has, or may have had, now or into the future, which might hereafter be the subject of either of a Statement of Claim or a Complaint, and/or any other claims or proceedings against the Defendants arising from the allegations stated in the pleadings in any of the litigation referred to in these recitals, based on the treatment of

the Plaintiff by Defendants, or the subject matter of those allegations in the Statement of Claim or the Complaint, upon the terms and conditions set forth herein.

Agreement

In consideration of the covenants and agreement contained herein, as well as other good, legal and valid consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the Plaintiff hereby agrees as follows:

1. Release, Discharge and Indemnification

In consideration of the payment called for herein as specified in paragraph 2, the Plaintiff completely releases and forever discharges the Defendants, and their past, present and future professional associations, employers, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns, and any and all other persons, firms or corporations, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, survival claims, rights, damages, costs, loss of services, expenses, consequential damages and compensation of any nature whatsoever, whether based on tort, contract or any other theory of recovery, and whether for compensatory or punitive damages, which the Plaintiff had, now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way arising from, or which were or might have been the subject of the HCADRO Statement of Claim or the Complaint (and all subsequent, related pleadings), including, without limitation, any and all known or unknown and foreseen or unforeseen claims for bodily

and personal injuries (including consortium and solatium) to the Plaintiff, including those consequences thereof, or any other wrongful death claim of Plaintiff, Plaintiff's representatives, beneficiaries, or heirs, or any other wrongful death beneficiary, which have resulted or may result from any alleged acts or omissions of the Defendants and/or their principals, agents, servants or representatives during the course of providing the medical care and treatment referred to in the Statement of Claim or the Complaint, including any claims whatsoever that could have been asserted in any pending legal proceeding. This Settlement Agreement and General Release also applies to the Defendants' past, present and future attorneys, agents, servants, employers representatives, heirs, successors and assigns and any and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated. The Plaintiff hereby covenants and agrees, for herself, her agents, servants, representatives, successors, heirs, beneficiaries, administrators, executors and assigns, to defend, indemnify and hold the Defendants, and those other previously dismissed and/or released parties, harmless from and against all such claims, demands, obligations, actions, causes of action, damages, loss of services, attorney's fees, litigation expenses, compensation, costs and expenses for which the Defendants or their principals, agents, servants, representatives, heirs, successors and assigns are alleged to be liable to pay to anyone as a result of, or in any way relating to, a claim or lawsuit by, through or at the direction of the Plaintiff, or any other potential wrongful death beneficiary or other person, which claim or suit arises from the events which were the subject of the

Statement of Claim and/or the Complaint, from now until the end of time, including but not limited to claims, liens or subrogated interests, which have been, or are in the future raised by any third party payor of medical expenses, the payment of such claims being the sole and exclusive responsibility of Plaintiff. Notwithstanding the provisions of this paragraph and the next one, the parties hereto shall bear their own costs and attorney's fees incurred to date relating to this matter.

2. Payment

Payment shall be made to the Plaintiff and her attorneys from the Defendants and their insurer in the amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) upon the proper execution of this Settlement Agreement and General Release. It is specifically understood that this payment is being made on behalf of the Defendants and the other released persons identified herein. It is further understood, however, that in making this payment, Defendants are compromising a doubtful and disputed claim to avoid further litigation, and for reasons other than an admission of liability, because liability as to the said claims is specifically denied. It is therefore understood by the Plaintiff that the payment made by Defendants is not to be construed in any respect as an admission of liability to Plaintiff.

3. Attorney's Fees and Costs

Subject to the preceding paragraph, the Plaintiff shall bear all attorney's fees and costs arising from the actions of her own counsel in connection with all matters arising from the Plaintiff's filing of the Complaint, the preparation and execution of this

Settlement Agreement and General Release, including the matters and documents referred to herein, and all other matters in any way related to or arising from this litigation; provided however, that Defendants and their insurer shall pay all open court and arbitration costs.

4. Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement and General Release, counsel for the Plaintiff has delivered to counsel for the Defendants, an executed Stipulation of Dismissal with Prejudice as to all matters related to the civil action described in Recital A above. Plaintiff has authorized her attorneys to execute this dismissal on her behalf and hereby authorizes counsel for the Defendants to file said Stipulation of Dismissal with the court and enter it as a matter of record.

5. Warranty of Capacity to Execute Agreement

The Plaintiff represents and warrants that no other person or entity has or has at any time had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and General Release and that she has the sole right and exclusive authority to execute this Settlement Agreement and General Release and receive the sum specified herein and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and General Release. Consistent with the provisions contained in paragraph 1 above, Plaintiff also agrees to indemnify and/or defend Defendants and/or their employees, employers, insurers and principals to the

extent the representations and warranties contained in this paragraph are not accurate.

6. Entire Agreement and Successors in Interest

This Settlement Agreement and General Release contains the entire agreement by the Plaintiff with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, agents, servants, employees, employers, personal representatives, heirs, beneficiaries, successors and assigns of the Plaintiff. Plaintiff understands, acknowledges and agrees that this Settlement Agreement and General Release is the entire agreement, that there are no prior or contemporaneous oral or written agreements, modifying, limiting, or expanding the rights and obligations set forth in this Settlement Agreement and General Release, and that this Settlement Agreement and General Release supersedes any prior agreements, representations, negotiations, or understandings between Plaintiff and Defendants and their agents, servants, employees, representatives or attorneys.

7. Representation of Comprehension of Document

In executing and entering into this Settlement Agreement and General Release, the Plaintiff represents that she has relied upon the legal advice of her attorneys, who are the attorneys of her own choice, concerning the legal and income tax consequences of this Settlement Agreement and General Release, and the terms of this Settlement Agreement and General Release have been explained to Plaintiff by her attorneys, and that she fully understands and voluntarily accepts those terms.

8. Governing Law

This Settlement Agreement and General Release shall be construed and interpreted in accordance with the laws of the State of Maryland without any presumption for or against any party arising out of the drafting thereof.

9. Additional Documents

The Plaintiff agrees to cooperate and fully execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and General Release.

10. Confidentiality

The Plaintiff agrees that neither she nor her attorneys or other representatives shall reveal to anyone, any of the terms of this Settlement Agreement and General Release, including the fact of settlement (other than to represent that the case has been resolved), the identity of parties hereto, or any of the amounts, numbers or terms and conditions of any sums payable to Plaintiff hereunder, except as required by existing statutes, governing laws, rules of court, as necessary to obtain court approval of this settlement, and as necessary to obtain financial advice or tax planning services. The parties agree that the consideration paid for this confidentiality clause is One Dollar (\$1.00).

11. Other Claims.

The Plaintiff intends this to be a general release. Under any circumstances in which it is construed otherwise, the Plaintiff further agrees that in any claim, action or

suit asserting claims for and damages arising out of any occurrence or transaction that is or could have been the subject of the litigation referred to in the recitals above, any and all judgments recovered by the Plaintiff against any person, firm or corporation shall be reduced by the greater of the amount of the consideration paid for this release or the pro rata shares of the judgment attributable to Defendants in accordance with the Maryland Uniform Contribution Among Joint Tort-feasors Act, Courts and Judicial Proceedings Article, Sections 3-1401 *et seq.* (Ann. Code of Md.). The Plaintiff agrees that the Defendants shall each be deemed to be joint tort-feasors with any other party against whom recovery is sought to the same extent and effect as if judgments had been rendered against them as joint tort-feasors in a court of competent jurisdiction after a trial on the merits, and any and all judgments recovered by the Plaintiff in such actions shall be reduced as provided above. It is the intention of the Plaintiff to provide the Defendants the necessary credits to relieve the Defendants from any contribution claim by any party or potential party in any action seeking to recover for damages allegedly sustained by the Plaintiff in any transaction or occurrence which is or could have been the subject of the litigation referred to herein. It is also the Plaintiff's intention to provide the Defendants and all other parties and potential parties the credits to which they would be entitled if the Defendants had each been judicially determined to be joint tort-feasors with them at any trial of any claim arising from the medical care which is the subject of the Lawsuit and the Defendants had fully satisfied their share of the common liability.

12. Effectiveness

This Settlement Agreement and General Release shall become effective

immediately upon execution.

THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND GENERAL RELEASE AND FULLY UNDERSTAND IT.

SIGNED:

STATE OF MARYLAND, COUNTY OF Wicomico, To Wit:

I HEREBY CERTIFY, that on this 25th day of November, 2008, personally appeared _____ known to me to be the person named herein, and she executed the foregoing Settlement Agreement and General Release, and acknowledged to me that she had the authority to do so in her individual capacity and that she voluntarily did so.

Brittany Leonard
NOTARY PUBLIC

My commission expires: 12/22/2010

