

CONFIDENTIAL SETTLEMENT AGREEMENT & RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE ("Release Agreement") is entered into by _____, Individually and as Personal Representative for the Estate of _____, and _____ (hereinafter "Plaintiffs" or "the Undersigned"), and _____ (hereinafter "Defendant" or "Released Party"), and their respective agents, employees, servants, insurers, predecessors and/or successors.

DEFINITIONS

As used in this Release Agreement, the following terms have the meanings ascribed to them below:

1. "Plaintiffs" and "the Undersigned" include _____, Individually and as Personal Representative for the Estate of _____, and _____ and their heirs, successors, assigns, and representatives, and any and all persons, firms, or corporations acting actually or apparently on her behalf or based on rights actually or arguably derived from her, including lienholders (whether said lien is created by statute, common law, contract or otherwise), and any and all persons claiming any right to recover as a result of the injuries allegedly suffered by them and/or _____.
2. "Released Party" includes _____ and its actual and apparent agents, servants, employees, principals, heirs, executors, administrators, operators, license holders, predecessors, successors, affiliates, corporate parents, subsidiaries, privies, directors, officers, attorneys, and insurers.

RECITALS

WHEREAS, Plaintiffs claim to have sustained damages as a result of care and treatment provided to _____ while she was a resident at _____ facility as is more fully set forth in the Plaintiffs' Complaint filed in the Circuit Court for Baltimore County, Maryland, Case No. _____ (hereinafter "the Occurrence"); and

WHEREAS, the Released Party has denied all liability; and

WHEREAS, bona fide disputes and controversies exist between the Undersigned and the Released Party as to liability for all claims arising from the Occurrence, including derivative claims, damages, and the amount thereof; and

WHEREAS, the Release Party desires to settle the disputes and dispose of all claims relating to any injury that may have occurred in connection with or arising out of the Occurrence up to and including the present.

NOW THEREFORE, in consideration of the cash sum of **TWO HUNDRED THOUSAND DOLLARS** (\$200,000.00) paid to the Undersigned (excluding The Estate of _____) by or on behalf of the Released Party, the Undersigned hereby agree as follows:

1. **Release:** That the Undersigned hereby release, acquit, and forever discharge the Released Party from all claims and demands of whatever nature, whether arising under tort or contract theories or any federal, state, or local law, actions and causes of actions, damages, punitive damages, costs, loss of service, attorneys' fees, costs of litigation, humiliation, embarrassment, mental anguish, injury to reputation, and money benefits or compensation of any kind on account of or in any way growing out of personal injuries, property damage, and/or death

having already resulted or to result at any time in the future, whether or not they arise following the execution of this Release Agreement, as a result of and by reason of the Occurrence and/or care rendered to

2. **Admission of Liability:** The Undersigned agrees and understands that in entering into this Release Agreement, the Released Party makes no admissions or concessions with respect to the merits of the claims of the Undersigned, liability for which is expressly denied. The payment and acceptance of consideration for this Release Agreement is not to be construed as an admission of liability on the part of the Released Party.

3. **Adequacy of Compensation:** The Undersigned agree and understand that this Release Agreement is entered into as a compromise in order to avoid litigation and further expense and to terminate any and all controversies and/or claims or damages or losses of any nature whatsoever that may currently exist between the Undersigned and the Released Party in any way arising out of or in any way relating to the Occurrence and/or care rendered to

The Undersigned agree that this Release Agreement represents a full and complete settlement between the parties regardless of the adequacy of compensation, and that the Released Party has no obligation to make any payment or do any act other than as set forth herein.

4. **Modification of Agreement.** This Release Agreement shall not be modified except in a document signed by all parties.

5. **Warranty of Capacity to Execute this Agreement:** In consideration for the payments made by the Released Party, the Undersigned expressly warrant and represent to the Released Party that:

(i) the Undersigned have not, except as to attorneys' fees, assigned, pledged, or otherwise sold or transferred any right, title, interest or claim that she may have by reason of the Occurrence or any matters arising out of or related thereto;

(ii) the Undersigned, before executing this Agreement, have fully informed themselves of its terms, contents, conditions, and effects, and that in making this settlement, they have had the benefit and advice of doctors and lawyers of their own choosing; and

(iii) the Released Party has made no representation about the nature and extent of the Undersigned's claims or damages, nor any representation regarding the nature and extent of legal liability or financial responsibility of the Released Party, and that no representation of the Released Party, its attorneys or agents has induced the Undersigned to make this settlement.

(iv) the Undersigned are the only wrongful death beneficiaries who may be a party to the underlying litigation as defined under Maryland law.

6. Warranty & Indemnification for Liens: The Undersigned, and each of them, warrant and represent that there are no liens upon the settlement funds paid to them by or on behalf of the Released Party under this Release Agreement.

7. Indemnity & Hold Harmless: The Undersigned agree to indemnify and hold harmless the Released Party for any and all claims, demands, actions, cross-actions, causes of actions, suits or complaints of any kind that may be asserted by any person, persons, firms, corporation, or other entity, as a result of or in any way connected with any claim, demand, action, indemnity, contribution, lien, suit, judgment, or finding of any court in any way arising out of or relating to the Occurrence, or any alleged injuries claimed by or allegedly sustained by them and/or by the Undersigned as described above. The Undersigned further agree that their

duty to indemnify the Released Party includes the duty to pay all reasonable costs and attorneys' fees incurred by the Released Party in defending against such claims.

8. Other Claims:

a. The Undersigned warrant and represent that they will not file any other claims for the damages alleged in this lawsuit, nor shall they seek to arbitrate any claims against the Release Party. In the event that such claim(s) is/are filed by or on behalf of the Undersigned, IT IS UNDERSTOOD AND AGREED that all claims and damages recoverable by the Undersigned or anyone claiming on their behalf against all persons, firms, or corporations other than the Released Party, jointly or severally liable to the Undersigned at law for damages, are hereby reduced under the provisions of the Maryland Uniform Contribution Among Joint Tort-Feasors Act, Md. Cts. & Jud. Proc. Code Ann., § 3-1401 *et seq.* to the extent of the statutory pro rata share(s) of each of the Released Parties.

For purposes of this paragraph, each of the Released Parties shall be deemed to be a joint tortfeasor, jointly and severally liable to the Undersigned, to the same extent as if the Released Parties had been adjudicated to be joint tortfeasors by a final judgment of a court of record after trial on the merits. This provision is intended to protect the Released Party from any liability for contribution or indemnity to any person, firm, partnership or corporation.

b. THE UNDERSIGNED AGREE that one of the express purposes of this Release is to limit forever the amount of money to be paid by the Released Party in conjunction with the Occurrence. The Undersigned agree that the consideration stated herein shall be the only money that the Undersigned may claim, either directly or indirectly, now or in the future against the Released Party as a result of or in any way growing out of the Occurrence and/or care rendered to

c. THE UNDERSIGNED AGREE that if the Undersigned or anyone acting on their behalf files a claim or lawsuit against someone other than the Released Party seeking recovery for damages or injuries as a result of or arising out of the Occurrence, this Release

may be filed, under seal, with the Court as irrevocable evidence of the consent of the Undersigned to have any verdict or judgment in their favor reduced by the statutory pro rata share of each of the Released Parties.

9. Confidentiality: The Undersigned and their counsel agree that neither they nor their attorneys or representatives shall reveal or in any way disseminate to any person, agency, Board or Commission (disciplinary or otherwise), news media, organization, or anyone whatsoever, the fact of settlement or any of the terms of this Release Agreement, except as necessary to effectuate the terms of this Release Agreement or as required by law. The Undersigned and their counsel understand that the Released Party has required that they and their counsel, as a condition of the settlement, agree to the confidentiality expressed in this paragraph. As used in this paragraph, the term "counsel" includes not only counsel of record, but also all other attorneys, agents, or employees associated with the law offices of counsel of record as well as any other attorney or person acting or formally retained by or on behalf of the Undersigned, whether or not counsel's appearance has formerly been made a matter of record. All parties agree that the amount of consideration paid by the Released party for this confidentially clause is One Dollar.

10. Severability: If any provision within this Release Agreement shall be determined to void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such finding shall not otherwise affect the validity or enforceability of any other provision of this Release Agreement.

11. Applicable Law: This Release Agreement, having been made and delivered in the State of Maryland, shall be governed by and interpreted in accord with the law of the State of Maryland.

12. Attorneys' Fees: Each party shall bear all of the attorneys' fees of its own counsel in connection with any claims described herein, this Release Agreement, and the documents referred to herein.

13. Dismissal: The Undersigned further agree that, upon acceptance of the settlement proceeds and the signing of this Agreement, any outstanding claims between the parties shall be dismissed with prejudice.

14. All parties hereby agree that The Estate of _____ is not receiving any monies under this CONFIDENTIAL SETTLEMENT AGREEMENT & RELEASE.

WITNESS this 6th day of April, 2012, the hands and seals of the Undersigned:

THIS IS A RELEASE. READ BEFORE SIGNING.

STATE OF MARYLAND

CITY/COUNTY OF Anne Arundel to wit:

On the 6th day of April, 2012, _____ appeared before me, was known to me or provided evidence of identity, took an oath in due form of law and executed the foregoing Release Agreement, as indicated by my signature and seal below.

TINA LOUISE TAYLOR
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 27, 2012

Notary Public

My Commission Expires: May 27, 2012

Witness

(SEAL)
Individually, and As Personal
Representative for the Estate of _____