

GENERAL RELEASE

1. DENNIS MURPHY, Personal Representative appointed by the Court in the proceeding known as *In the matter of Dorothy Stevens* (“Decedent”), First Judicial District Court Case No. D-101-CV-2024-01321, State of New Mexico, is hereinafter referred to as “Releasors.”

2. The City of Santa Fe, New Mexico; the Travelers Indemnity Company; Cannon Cochrane Management Services, Inc.; and all of their former and current employees, insurers, attorneys, representatives, predecessors, successors, assigns, agents, executors, personal representatives, administrators, directors, adjustors, shareholders, council members, employees, volunteers, administration, staff, volunteers, servants, and all other parties against whom claims could have been brought by Releasors arising out of matters described herein are hereinafter referred to as “Releasees.”

3. In consideration of the total sum of Three-Hundred Thousand and 00/100 Dollars (\$300,000), Releasors and for their heirs, legal representatives, successors, assigns, executors, and administrators expressly release, acquit and discharge, and by this General Release do hereby forever and fully release, acquit and discharge the Releasees and their successors and assigns from each and all of the following:

All claims, demands, damages, funeral and burial expenses, actions, causes of action or suits of every kind and nature, known or unknown, foreseen or unforeseen, existing or claimed to exist or which may hereafter arise out of or result from or be in connection with matters and things which are set forth in, or which have been brought in, or arising from the underlying accident and events involving Decedent and Releasors taking place on or about January 24, 2024 at the Mary Esther Gonzales Senior Center in Santa Fe, New Mexico (hereinafter “the Incident”), and any and all other claims that Releasors have or could brought against Releasees arising from the Incident.

4. The Releasors agree as further consideration and inducement for this compromise settlement to defend, indemnify and hold harmless forever the said Releasees from any and all further claims, demands and actions in law or equity that may hereafter be made or brought by the Releasors or by anyone else claiming damages, funeral and burial expenses, indemnity, or contribution on account of injuries or damages which arise from any or all other matters and things hereinabove mentioned.

5. The Releasors warrant that no person or entity, including, but not limited to Medicare, Medicaid or any other State and/or federally funded medical program, or any hospital or health care provider, or health insurer, has asserted any lien and/or subrogation claim to any portion of the consideration recited above which has not been satisfied, or that if any such lien or subrogation claim exists or has been claimed to exist, such liens will be immediately satisfied out of the above cited consideration being paid in exchange for this General Release. In consideration of the payment of the above cited consideration, the Releasors agree to defend and indemnify the Releasees and hold and save them harmless to satisfy on behalf of the Releasees any judgment, claim, lien or subrogation claim against them arising out of medical services or treatment provided by Medicare, Medicaid or any other State and/or federally funded medical program, and/or any

hospital or medical provider, and/or any health insurer, as a result of or in any way related to the Incident as identified above.

6. Releasors assert that payment is for compensatory damages only on account of personal physical injuries, physical sickness and/or emotional distress therefrom within the meaning of §104(a)(2) of the Internal Revenue Code of 1986, as amended. Releasees are not responsible nor do Releasees have any liability for such classification. Releasors acknowledge that they have not relied on any statements or assertions by Releasees with regard to the tax consequences of the payment.

7. The Releasors further stipulate and certify that they or any of them are/is not now nor has any of them been confined to a hospital within the last fifteen (15) days (as of the date of executing this General Release), and that they or any of them have/has not been under the regular care of a legally licensed physician for injuries arising out of the aforesaid matters within the last fifteen (15) days (as of the date of executing this General Release) pursuant to §41-1-1 NMSA 1978.

8. Pursuant to 42 C.F.R. § 411.54, the Medicare Secondary Payer Act (42 U.S.C. § 1395y) and the Medicare Secondary Payer Manual, the parties to this settlement believe that any rights or interests Medicare may have in the settlement have been adequately considered and protected. It is not the purpose of this settlement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Releasors and Releasees.

9. The Releasors hereby agree to these additional considerations set forth as follows:

(a) The liability for all such claims is denied by the parties herein released, and this final compromise and settlement thereof shall never be treated by any person or other entity at any time for any purpose as an admission or evidence of negligence, liability or responsibility on the part of the Releasees, all of whom expressly deny any negligence, liability and responsibility.

(b) The Releasors have been fully advised and understand that this is a complete release, and that the execution of this instrument forever bars any claims that may ever be asserted against the Releasees or anyone else on behalf of the Releasors claiming damages, indemnity or contribution on the account of injuries or damages to the Releasors which arise from any or all matters and things set forth above.

(c) The Releasors hereby agree to hold harmless and indemnify the Releasees, together with the payment of any costs or attorneys' fees incurred, from any and all claims known or unknown which may be made by any party, including all insurance carriers, health care providers or any other entity, claiming to be subrogated to the rights of the undersigned on account of the Incident or for payment of any medical services provided and not paid, whether or not subject to medical liens of record or those created by law.

(d) Releasors acknowledge they have not been pressured in any manner by the released parties to accept the terms and conditions of this release and have made a learned decision to accept the terms and conditions and have so consulted with their legal counsel.

(e) The Releasors expressly understand and agree that all claims for attorney's fees and costs incurred by the Releasors are hereby settled, resolved and released.

(f) This General Release shall be deemed to have been made in the State of New Mexico and shall be governed by the laws of the State of New Mexico in all respects including, but not limited to, matters of construction, validity and performance.

(g) This General Release may not be amended, modified, extended, revised or otherwise altered, except in writing. Any such written instrument entered into in accordance with the provisions of this paragraph shall be valid and enforceable notwithstanding any lack of separate legal consideration for it.

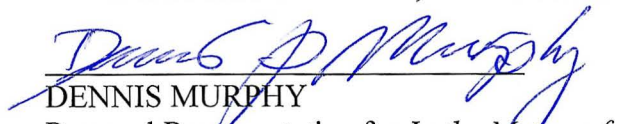
(h) The Releasors agree that if a court determines that any provision of this General Release, or any part thereof, is invalid or unenforceable for any reason, such a determination will not affect the validity or enforceability of the remaining portions and provisions of this General Release.

(i) Releasors agree that the terms of this General Release and the settlement are contractual and not a mere recital. Any dispute as to the enforcement, terms, or validity of this General Release or the settlement of this matter shall be submitted to a judge in the First Judicial District Court, State of New Mexico, who shall conduct any and all proceedings concerning the enforcement, terms or validity of this General Release and the settlement.

(j) The Releasors agree that a copy of this General Release shall be valid and enforceable as the original.

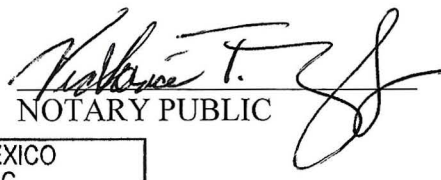
10. The Releasors have read the terms of this General Release and each understands them completely.

12. I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND HAVE DISCUSSED THE IMPACT AND IMPORTANCE OF SIGNING THIS RELEASE WITH ATTORNEY FOR THE ESTATE OF DOROTHY STEVENS, DECEDENT.


DENNIS MURPHY
Personal Representative for *In the Matter of Dorothy Stevens*, First Judicial District
Court Case No. D-101-CV-2024-01321,
State of New Mexico

STATE OF New Mexico }
COUNTY OF Santa Fe } ss.

On this 20th day of May 2025, Dennis Murphy personally appeared before me and acknowledged the foregoing instrument.


NOTARY PUBLIC

My Commission Expires:
8/1/2026

STATE OF NEW MEXICO
NOTARY PUBLIC
VICTORIA T. MURPHY
COMMISSION # 1110140
EXPIRES AUGUST 1, 2026

Approved by:

Attorneys for Estate of Dorothy Stevens

Date