

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, AUSTIN J. BERTSCHY ("Releasor"), being of lawful age, for the sole consideration of FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$450,000.00), to the undersigned in hand paid, receipt whereof is hereby acknowledged, does hereby for himself and for his heirs, executors, administrators, successors, and assigns, release, acquit, and forever discharge ZACHARY A. JANSSEN, CITY OF PEORIA, and their insurance carrier, SEDGWICK ("Releasees"), and their current and former officials, trustees, agents, servants, successors, assigns, officers, employees, heirs, executors, administrators, and insurers from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of use, loss of service, punitive damages, exemplary damages, expenses, and compensation whatsoever which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting or to result from any incident, act, or omission which occurred on or about February 2, 2014 and subsequently to the date of this release, including, but not limited to, claims made as set forth in pleadings filed in the U.S. District Court, Central District of Illinois, Peoria Division Case No. 16-cv-1036.

It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment and other consideration made is not to be construed as an admission of liability on the part of the parties hereby released, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace. The undersigned hereby declare and represent that the injuries and damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and, in making this release, it is understood and agreed that the undersigned rely wholly upon the undersigned's judgment, belief, and knowledge of the nature, extent, effect, and duration of said injuries and damages and liability therefor, and this release is made without reliance upon any statement or representation of the parties hereby released or their representatives or by any physician or surgeon by them employed.

The Releasor recognizes and acknowledges that this Agreement is neither evidence of any violation of, or non-compliance with, any statute, duty, or law, nor the admission of wrong-doing or liability by any party. Releasees do not admit, and specifically deny, committing any violation of any local, state, or federal law, common or statutory. This Agreement is not and cannot be construed to be a description, characterization, critique, assessment, or evaluation of any of the Parties' conduct at any time but, rather, reflects an independent business decision on the part of Releasees to settle the claims herein.

The undersigned, along with his attorneys of record, Kingery Durree Wakeman & O'Donnell, Assoc., further releases, acquits, and forever discharges any claim which he has or may hereafter accrue to any reimbursement for attorney fees and/or costs incurred in the above-identified case, whether pursuant to 42 U.S.C. Section 1988 or on any other basis.

The undersigned further declares and represents that there may be unknown or unanticipated injuries and/or damages resulting from the above-stated incident and, in making this release, it is understood and agreed that this release is intended to include such injuries and/or damages.

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

Releasor agrees to indemnify and hold harmless Releasees with respect to the claim released hereunder from and against any judgment, liability, or indebtedness to any other person or entity claiming entitlement to offset, payment, benefit, or credit with respect to the claim, including, but not limited to, any claim brought by the United States for recovery of conditional payments or anticipated future medical payments made by or on behalf of Medicare. In addition, Releasor and his attorneys agree to promptly notify Releasees in writing of any claim, suit, or demand which comes or may come within the scope of this provision.

As further consideration for the settlement referenced herein, Releasor hereby waives, releases, and forever discharges Releasees from any obligations for any claim, known or unknown, arising out of the failure to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. §1395y(b)(3)(A).

Releasor further agrees to cooperate and assist Releasees to resist any challenge to the validity of this agreement, and to defend against any claims asserted against Releasees as a result of the settlement referenced herein. Further, Releasor agrees to execute and deliver to Releasees all documents and undertake such further actions as are necessary to effectuate the purposes of this agreement, including, but not limited to, providing copies of all documents between Releasor and Medicare, CMS, or the Medicare Secondary Payer Recovery Contractor regarding the reduction of Medicare's recovery demand.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this ____ day of _____ 2022.

AUSTIN J. BERTSCHY

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On the ____ day of _____, 2022, before me personally appeared AUSTIN J. BERTSCHY, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

Notary Public

Philip M. O'Donnell, Plaintiffs' counsel

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On the ____ day of _____, 2022, before me personally appeared Philip M. O'Donnell, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

Notary Public