



Mobilitas General Insurance Company
PO Box 23392
Oakland, CA 94623-0180

RAMOS LAW FIRM
10190 BANNOCK ST STE 200
NORTHGLENN, CO 80260

June 04, 2024

Dear Ramos Law Firm :

Attaches please find Mr. Angel's release. Thank you.

Sincerely,

Gisela Orquiz

Gisela Orquiz
Commercial Casualty Adjuster I



OUR CLAIM INFORMATION

Our claim number	23-00-083609
Insured	HOPE HINKSON
Date of incident	Feb 23, 2023
Your client	Theodore James Angel

**Questions
about your
claim?**

Gisela Orquiz
405.493.7041
Regular Claims Center hours are
Monday - Friday 7:00 AM - 6:00 PM,
Mountain Time

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CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (the “Agreement”) is entered into as of February 23rd 2023 between Theodore James Angel (“Releasor(s)”) and HOPE HINKSON, Lyft, Inc. (“Lyft”), and Mobilitas Insurance Company including their affiliates and other related entities, agents, independent contractors, employees, insurers, officers, directors, stockholders, parent and subsidiary corporations, successors, predecessors, assignors, assignees, attorneys, representatives, and all others acting by, through, or in concert with them (collectively, “Releasees”). Releasor and Releasees are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Releasor asserts various claims and allegations against Releasees, (collectively, the “Claims”). All of the Claims allegedly arose out of or were in some way related or incidental to a February 23, 2023, motor vehicle accident (the “Accident”) and Lyft’s peer-to-peer ridesharing platform and mobile-phone application (“Platform”). Releasees expressly deny all the Claims.

B. To avoid the time, expense, inconvenience, and uncertainties of litigation, the Parties now desire to settle any and all disputes, known or unknown, between them on the terms set forth in this Agreement, and without any admission of wrongdoing or liability by the Releasees. Releasor and Releasees have reached a settlement of Releasor’s claims, the terms of which are set forth below.

AGREEMENT

In consideration of the settlement amount of \$74,000.00 the recitals above, the covenants and releases below, and the mutual waiver of all costs, Releasor and Releasees agree to the following:

1. Payment. Releasees, by and through their insurer, Mobilitas Insurance Company, will pay Releasor \$74,000.00 for full and final settlement of the Claims, by sending to Ramos Law Firm a check payable to Ramos Law Firm & Theodore James Angel (“Payment”). Payment shall be made within 30 days after this Agreement is fully executed by all Parties and delivered to Releasees.

Releasor acknowledges and agrees that: (1) she would not otherwise be entitled to the Payment; and (2) Payment is not required by any contract, law, Lyft policy, or otherwise. Releasor and Releasees understand and agree that each Party will bear their own fees, costs, and expenses associated with this dispute.

2. Release of All Claims and Liabilities. Releasor hereby fully and forever releases, acquits, and discharges each Releasee from any and all past, present, or future (including unknown and unsuspected) complaints, claims, demands, causes of actions, liabilities, obligations, controversies, damages, and suits, of any kind and nature whatsoever, for any purported losses or damages that are in any way related or incidental to the Accident, the Claims, or the Lyft Platform more generally as it relates to any acts, circumstances, or transactions occurring before the date of this Agreement.

The releases herein granted shall be, and remain in effect as, full and complete releases of the matters released herein, notwithstanding the discovery or existence of any such additional or

different claims or facts. Releasor waives any rights he/she may have under any statute, rule, regulation, or other legal precedent limiting or preventing his/her release of unknown or unsuspected claims. Releasor further represents and warrants that he/she has had adequate opportunity to discuss with an attorney his/her decision to release all claims, whether known or unknown, suspected or unsuspected.

3. Indemnification. Consistent with the releases in Section 2, Releasor agrees that she is solely responsible for any and all outstanding medical bills or liens currently (or in the future) arising out of any and all of Releasor's care and treatment relating to the Accident or the Claims. Releasor agrees to hereby forever release, acquit, discharge, defend, hold harmless and indemnify Releasees, and each of them, from any and all demands, claims, liabilities, obligations, legal actions and liens (including, but not limited to, any and all medical liens from MediCare and/or Medicaid or other medical facilities, wage loss or workers' compensation liens, and any liens from previous legal representation), including from all liens presently in existence and from all liens which may hereafter accrue, in any manner arising out of any purported medical care or treatment relating to the Accident or the Claims.

In addition, consistent with the releases in Section 2, Releasor agrees that she is solely responsible for any tax obligations which currently exist or which may arise as a consequence of this settlement. If it is ever claimed or determined that any portion of the Payment constitutes or represents taxable earnings and/or that Releasees should have withheld, deducted, made contribution towards, and/or paid any taxes to any federal, state, or local governmental body as a result thereof, Releasor warrants and agrees to release, acquit, discharge, defend, hold harmless, and indemnify each Releasee from costs, assessments, penalties, damage, fees, or interest, arising from any tax obligations to which Releasees are, or may be subject to, by reason of the characterization of any portion of the Payment. Releasor acknowledges that s/he is not relying upon the advice or representations of Releasees or their agents, representatives, or attorneys concerning the treatment of taxes of the Payment and that Releasor will consult a tax professional of his own choosing, if necessary, regarding the taxability of the Payment.

4. Compromise of Disputed Claims; Non-Admission of Liability. Releasor and Releasees understand and agree that this is a compromise settlement of disputed claims, and that this Agreement is not an admission of any liability or of the existence of any obligation of any kind whatsoever by any Party to this Agreement.

5. Successors and Assigns. Releasor and Releasees understand and agree that the agreements, undertakings, acts, and other things done or to be done by them in this Agreement shall run to and be binding upon their heirs, successors, executors, administrators, and assigns.

6. Entire Agreement. All agreements, covenants, representations, and warranties, express and implied, oral and written, of the Parties to this Agreement concerning its subject matter are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged herein. This is an integrated Agreement.

7. Independent Advice of Counsel. Releasor and Releasees represent and declare that, in executing this Agreement, they relied solely upon their own judgment, belief and

knowledge, and the advice and recommendations of their own independently selected counsel concerning the nature, extent, and duration of their rights and claims. The Parties represent and acknowledge that in executing this Agreement they do not rely and have not relied on any representation or statement not set forth in this Agreement, whether made by the Parties, or any other person, with regard to the subject matter, basis, or effect of this Agreement or otherwise. The Parties understand that the facts as to the matters released in this Agreement may be different than the facts now known or believed to be true and that the Parties each assume the risk of such different facts and agree that this Agreement shall be and remain effective in all respects notwithstanding any such difference in facts and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

8. No Construction Against Drafter. Releasor and Releasees acknowledge that this Agreement has been reviewed and has been approved as to its form and content. Releasor and Releasees agree that this Agreement is to be construed and interpreted without regard to the identity of the Party drafting this Agreement.

9. Assignment of Claims. Releasor and Releasees represent and warrant that no portion of any complaints, claims, demands, actions, causes of actions, liabilities, obligations, controversies, damages, or suits that they have or might have arising out of, connected with, related or incidental to the Accident or the allegations in the Claims, nor any portion of any recovery or settlement to which they might be entitled, has been assigned or transferred to any other person, firm, or corporation, including, without limitation, any parent, subsidiary, or affiliate of any Party, in any manner, including by way of subrogation or operation of law or otherwise.

10. Confidentiality of Terms. In consideration for the promises set forth in this Agreement, Releasor, her counsel and all others acting on her behalf, including, but not limited to, Ellis & Associates, LLC agree that (a) the fact of and the terms and conditions of this Agreement and the rights and duties of the Parties hereby extinguished or created are strictly confidential, and (b) that they have not disclosed and will not disclose the terms of this Agreement to any individual or entity, including, but not limited to, any media sources, print or electronic, public or private, periodicals, and/or reports of settlements (with or without case identification) and have not and will not publish a writing (hard copy or on the internet, including “blogging” or through social media), give a speech, act as a source (attributable or not), or otherwise communicate the terms or conditions of this Agreement to any individual or entity.

The only exceptions to this agreement regarding total confidentiality are: (1) Releasor is allowed to advise her financial planner and or accountant regarding the settlement proceeds; (2) Releasor and her counsel may disclose information regarding the Agreement in a confidential arbitration as set forth in Section 12; and (3) Releasor may disclose information regarding the Agreement where disclosure is made necessary by a valid subpoena or the order of a court having competent jurisdiction, or in response to valid government inquiries, including tax authorities, MediCare (such as described in Section 13), Medicaid or any other governmental agency as required by law.

Upon receipt of notice of the issuance of a subpoena or court order or governmental inquiry that may reasonably lead to disclosure of this Agreement or its terms, Releasor will promptly notify Releasees, at legalnotifications@lyft.com, in order to provide them with an opportunity to object to such production. In the event that disclosure is necessary pursuant to any of these confidentiality

provisions, Releasor shall apprise the third party to whom such disclosure is made of the confidential nature of the information disclosed and shall use reasonable, good faith efforts to secure and assure the confidentiality and non-disclosure of the information by the third party (*e.g.*, through redaction of financial terms). If asked by any third party regarding the Accident or Claims, or the resolution thereof, Releasor shall only state: "The matter has been resolved."

Releasor agrees that these confidentiality provisions are material provisions of this Agreement, and that any breach of them shall be a material breach of this Agreement, which would cause irreparable harm and damages that would be inherently uncertain or difficult to calculate, and thus necessitate the award of liquidated damages in the amount of \$1,500.00. The parties stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based on Releasees' experience and given the nature of the losses that may result from a breach of confidentiality. Releasees shall also have the right to pursue litigation and enforcement of this provision, including immediate injunctive relief against the breaching party and attorneys' fees, while also mandating compliance with the rest of the terms of this Agreement at its discretion.

11. Non-Disparagement. Releasor and his/her counsel agree that they will not defame, disparage, or impugn Releasees in any communications, written or verbal, with any third-party or entity. "Disparage," as used in this Section, means to make any statement, written or oral, that casts Releasees in a negative light of any kind, or implies or attributes any negative quality to those entities, including, but not limited to, any negative references regarding the methods of conducting business. However, this Section shall not prohibit Releasor from making truthful statements to governmental agencies or authorities, or as a witness in a deposition, hearing or trial, if necessary to comply with applicable law.

12. Arbitration of Disputes. Any dispute, effort, or proceeding of any nature whatsoever to enforce, challenge or interpret any provision of this Agreement shall, at the request of either party, be subject to confidential mediation before JAMS under the then-current JAMS International Mediation Rules & Procedures, except as provided otherwise in this paragraph. If mediation is not successful, such dispute, effort or proceeding shall be resolved through a confidential arbitration before JAMS under the then-current JAMS Comprehensive Arbitration Rules & Procedures, except as provided otherwise in this paragraph. The arbitrator shall award attorneys' fees and costs to the prevailing party. Any such mediation or arbitration shall take place in San Francisco, California, or such other location as the parties may agree.

The Parties agree that a material breach of this Agreement will entitle the non-breaching Party to payment of monetary damages and such other and further relief as may be permitted by law, including but not limited to liquidated damages under Section 10 and reasonable attorney's fees and costs incurred as a result of that material breach. The Parties agree that the arbitrator shall have the power to issue an injunction. Prior to instituting any arbitration alleging a material breach of this Agreement, a Party will provide the other Party with ten (10) business days' written notice prior to undertaking such action. Notice will be provided to the Party and its/his/her designated counsel.

Failure of any Party hereto, in any one or more instances, to enforce any of the rights arising in favor of said Party in connection with this Agreement, or to insist upon the strict performance of this Agreement's terms, conditions or covenants, shall not be construed as a waiver or a relinquishment of any such rights for future breach or enforcement thereof.

13. MediCare. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to MediCare in contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect MediCare's interest and incorporate such into the settlement terms.

The details of this settlement—including the identities of Releasor, certain personal information about Releasor, the amount of the settlement, the date of the settlement, and the injuries alleged—may be reported to the Centers for MediCare & Medicaid Services (hereinafter "CMS"), as well as certain agent(s) necessary to facilitate reporting to CMS, pursuant to the responsible reporting entity's duty to comply with Section 111 of the MediCare, Medicaid & SCHIP Extension Act of 2007 (hereinafter, "Section 111"). Releasor acknowledges his/her duty to cooperate with Releasees in order to allow the responsible reporting entity to fulfill the obligation to comply with Section 111. Releasor agrees to provide Releasees with any and all information necessary for Releasees to comply with Section 111. Releasor further agrees to waive any and all future actions against Releasees, including but not limited to any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A) *et seq.*

a. Releasor, and Releasor's Counsel of Record, for the consideration set forth in this Release Agreement, further agree to satisfy any and all liens or claims against the proceeds of this Agreement, specifically including, but not limited to, any lien, claim or conditional payment reimbursement demand asserted by or on behalf of Medicare, a Medicare Advantage Plan ("MAP"), an insurer issuing a MAP, an assignee or purported assignee of Medicare, a MAP or an insurer issuing a MAP and/or any other entity claiming any right of reimbursement under the Medicare Secondary Payer Act. Releasor further agrees to hold harmless, indemnify and defend Releasees from any claims arising from the failure of Releasor to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands. These obligations include Releasor's payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasees in connection with the failure of Releasor to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands.

b. Releasor also agrees to hold harmless, indemnify, and defend Releasees with respect to any and all other claims arising out of or related to this Agreement that may be presented by or on behalf of the Releasor, Medicare, a MAP, an insurer issuing a MAP, an assignee or purported assignee of Medicare, a MAP or an insurer issuing a MAP including, but not limited to, administrative or civil fines, penalties, and interest, as well as any damages that arise out of, result from, and/or occur as a consequence of any adverse administrative or legal actions, up to and including the loss of Releasor's future Medicare benefits and/or Medicare eligibility. These obligations include Releasor's payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasees in connection with the failure of Releasor to perform these obligations.

c. The parties to this Release Agreement acknowledge that Releasor may choose to obtain a Medicare Set Aside Arrangement ("MSA") when Releasor's liability claims have been resolved. The parties further acknowledge that Releasees have not provided any advice, legal or otherwise, as to whether such MSA is required, needed or warranted, or how it should be structured or funded. Releasor undertakes and acknowledges complete responsibility for the implementation of any such MSA. Releasor further agrees to hold harmless, indemnify, and defend Releasees

from any claims or liabilities arising out of or in any way connected with any such MSA, including any and all reasonable attorney's fees and expenses incurred by Releasees in connection therewith.

The funding of this settlement agreement by the Releasees is made in reliance on Releasor's agreement to fulfill the obligations set forth in paragraph a., b. and c. above. The provisions of paragraph a., b. and c. above shall survive the execution of this Release Agreement and shall be enforceable at any time in the future, and Releasor specifically agrees and acknowledges that any potential Statute of Limitations defense is waived forever with regard to the above-stated duty to hold harmless, indemnify and defend and shall be binding upon Releasor's heirs, successors and assigns.

a. Authority to Sign. Each of the Parties to this Agreement covenants, agrees, represents, and warrants that the persons executing this Agreement are authorized and empowered to enter into and execute this Agreement for and on behalf of the Party they represent. This Agreement is binding upon and shall inure to the benefit of the Parties' heirs, successors, and assigns.

b. Severability. If any paragraph or subparagraph of this Agreement is found to be unenforceable, the other paragraphs and subparagraphs shall remain fully valid and enforceable.

c. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflicts of law rules.

b. Amendments. This Agreement may be amended only by written agreement signed by each of the Parties.

c. Headings. Headings in this Agreement are for convenience of reference only and are not part of the substance hereof or thereof.

d. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all Parties shall be deemed to constitute a complete, executed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Dated: _____, 2024

RELEASOR, Theodore James Angel

Approved as to Form and Content in its Entirety
and Agreed as to Content in Sections 10, and 11

Dated: _____, 2024

_____ Ramos Law Firm

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