

GLOBAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is made and entered into by and between the "Parties" as set forth herein, specifically:

Plaintiff Ana Rosario Flores Montoya, as Administrator of the Estate of Genis Urgell-Rueda, and as parent, guardian, and next friend of E.D.U.F., a minor.

Defendants MCS Communication, LLC; Excel Utility Contractors, LLC; Newcom Technologies, Inc.; and City of Pella, Iowa.

Together, the aforementioned are referred to as the "Parties" and each may singularly be referred to as a "Party."

WHEREAS, Ana Rosario Flores Montoya, as Administrator of the Estate of Genis Urgell-Rueda, and as parent, guardian, and next friend of E.D.U.F, a minor, filed a lawsuit in the Iowa District Court for Marion County, Case No. LACV097898 (the "Lawsuit") against Defendants, alleging wrongful death in connection with a construction site accident on or about August 1, 2020, in the City of Pella, Iowa (the "Occurrence").

WHEREAS, to avoid the uncertainty and expense of further litigation, the Parties wish to mutually release all claims and potential claims that they have ever asserted or could assert against each other in connection with the Occurrence and Lawsuit, as further set forth below.

NOW, THEREFORE, in consideration for the foregoing, the mutual covenants, releases, and agreements contained in this Agreement, the consideration referred to in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. Settlement Payment: The following parties have agreed to settle claims for the following amounts (the "Settlement Payments"). All checks will be made payable to Hupy & Abraham Trust Account, with the exception of the check issued on behalf of MCS Communication, LLC, which will be made payable to Independent Assignment Company. The parties recognize that settlement is contingent on probate court approval of settlement, and no payments delineated below are owed to or may be disbursed by Plaintiff or Plaintiff's Counsel unless and until probate court approval is obtained.

MCS Communication, LLC: Five-Hundred Thousand Dollars and No Cents (\$500,000.00)

Excel Utility Contractors, LLC: Two-Hundred, Fifty Thousand Dollars and No Cents (\$250,000.00)

Newcom Technologies, Inc.: Fifty Thousand Dollars and No Cents (\$50,000.00)

City of Pella, Iowa: Fifty Thousand Dollars and No Cents (\$50,000.00)

2. Dismissal: Within ten (10) days after receipt of all Settlement Payments and probate court approval of settlement, Plaintiff shall file a dismissal with prejudice of the Lawsuit in its entirety.

3. Plaintiff Release: Plaintiff, on behalf of herself, E.D.U.F., the Estate of Genis Urgell-Rueda, and their consanguineal family, agents, insurers, and anyone else who has or could make any claim by or through them, hereby fully release, remise, acquit, and forever discharge Defendants and their respective insurers, principals, shareholders, members, agents, directors, officers, employees, heirs, assigns, successors, predecessors, insurers, subsidiaries, subcontractors, suppliers, affiliates and attorneys from any and all causes of action, obligations, costs, expenses, damages, attorneys' fees, losses, liabilities, claims, potential claims, liens, suits, and demands arising in any way from the Occurrence and/or the Lawsuit, whether known or unknown.

4. Defendants' Release: Each Defendant and its respective principals, shareholders, members, agents, directors, officers, employees, heirs, assigns, successors, predecessors, subsidiaries, subcontractors, suppliers, affiliates, and anyone else who has or could make any claim by or through them, hereby fully release, remise, acquit, and forever discharge all other Defendants and their respective insurers, principals, shareholders, members, agents, directors, officers, employees, and attorneys from any and all causes of action, obligations, costs, expenses, damages, attorneys' fees, losses, liabilities, claims, potential claims, liens, suits, and demands arising in any way from the Occurrence and/or the Lawsuit, whether known or unknown.

5. Liens: The undersigned Plaintiff and Plaintiff's Counsel hereby warrant that they have satisfied or will fully satisfy all outstanding liens, subrogation interests, rights of reimbursement (whether statutory or contractual) and medical cost interests relating to the Occurrence and the Lawsuit, whether now known or unknown, including but not limited to those held or serviced by any entity claiming a child support lien; any entity claiming a workers' compensation lien; CMS; Medicare; Medicaid; Iowa Title 19; and Genis Urgell-Rueda and E.D.U.F.'s medical providers and insurers, and the undersigned Plaintiff and Plaintiff's Counsel will indemnify and hold harmless each of the Defendants, their insurers, attorneys, and all other persons, firms, corporations, or entities from any and all liens, subrogation interests, and medical cost interests.

6. The undersigned Plaintiff and her Counsel warrant that any liens, subrogation interests, rights of reimbursement (whether statutory or contractual) and medical costs, whether held by a public or private entity, will be paid directly to such entity or its representative from the settlement proceeds, and not distributed to Plaintiff, her attorneys' operating account, or any other individual or entity. The undersigned Plaintiff and Plaintiff's Counsel hereby warrant that there will be no distribution of the settlement proceeds to them until such time as any lien, subrogation interest, right of reimbursement or medical cost is satisfied per Paragraph 5.

7. No Admission of Liability: This Agreement shall not be construed as an admission by any Party of any wrongful or unlawful act or omission against another Party, or any other person. The execution, delivery, and performance of this Agreement and any other action, event, or matter arising from or relating to this Agreement is not, and shall not be deemed, an admission of fault or liability on the part of any of the Parties.

8. Signing Party is Authorized Representative: Each of the Parties declare and represent that the individual signing this Agreement on their behalf is a duly authorized representative of the Party and has authority to bind the Party in this Agreement. Each Party warrants that it is the owner of the claims herein released and has not assigned or otherwise conveyed any interest in such claims to any third party.

9. Severability: If any provision of this Agreement is adjudged by a court to be void or unenforceable, the same shall not affect any other provision hereof or the validity or enforceability of the remainder of this Agreement.

10. Advice of Counsel: The Parties expressly acknowledge that they have read and understand all of the provisions of this Agreement and have had the opportunity to consult with experienced legal counsel as to the meaning of the provisions of the Agreement. The Parties represent and warrant that they are entering into this Agreement of their own free will without reliance upon any statement, inducement, promise, or representation not fully expressed herein. The Parties understand this Agreement will affect their respective legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

11. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties hereto and shall not be modified or altered except by written instrument duly executed by the Parties hereto.

12. Counterparts: This Agreement may be executed in counterparts, and duplicates or facsimiles of the signatures of the Parties shall be as effective as the originals.


13. Effective Date: This Agreement shall be dated effective as of the date of the last signature set forth below.

14. Addendum to General Release. Attached hereto is an Addendum to General Release, which is incorporated herein by reference. The "Defendant" referenced in said Addendum is agreed by the parties to be MCS Communication, LLC, and the "Insurer" is Cincinnati Insurance Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the Effective Date being that of the date of the last signature set forth below.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS IT, AND HAS FREELY SIGNED THIS DOCUMENT.


By:  02/06/2025
Ana Rosario Flores Montoya Date

Approved as to form by:


Jenna Cruise, Attorney for Plaintiff

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!


THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS IT, AND HAS FREELY SIGNED THIS DOCUMENT.

By:  2/4/2025
Signature of Authorized Representative of City of Pella, Iowa Date

Donald DeWaard, Mayor
Printed Name of Authorized Representative

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THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS IT, AND HAS FREELY SIGNED THIS DOCUMENT.

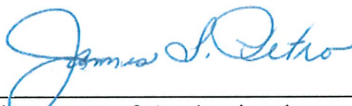
By:  2/10/2025
Signature of Authorized Representative of MCS Communication, LLC

JOSE ANAYA

Printed Name of Authorized Representative

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!


THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS IT, AND HAS FREELY SIGNED THIS DOCUMENT.

By:  12-10-2024
Signature of Authorized Date
Representative of Newcom Technologies,
Inc.

James S. Petro
Printed Name of Authorized Representative

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, FULLY UNDERSTANDS IT, AND HAS FREELY SIGNED THIS DOCUMENT.

By:  3/6/25
Signature of Authorized Representative of Excel Utility Contractors, LLC

William D. Scherle
Printed Name of Authorized Representative