

## FULL DISEASE RELEASE

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00), the undersigned, Andrea D. McCollough (Social Security No. xxx-xx-xxxx), as Independent Executor of the Estate of James M. Payton (Social Security No. xxx-xx-xxxx), Deceased, for herself and her heirs, administrators, executors, personal representatives, and assigns (said parties hereinafter collectively referred to as "Releasor"), does hereby release and forever discharge Village of Roscoe, Illinois, its present and former elected and appointed officials, politicians, citizens, directors, officers, agents, servants, lawyers, and employees, and any and all other persons, firms, partnerships, associations or corporations who are or may be in any manner whatsoever liable for its acts, or for the acts of any of them (said parties hereinafter collectively referred to as "Releasee"), of and from any and all claims, causes or rights of action, demands and damages of every kind and nature whatsoever, including, without limitation, all present and future claims that Releasor may now or hereafter have as a result of James M. Payton's mesothelioma, as well as any and all other asbestos-related diseases or any pulmonary disease allegedly caused by exposure to, associated with, or related to Releasee, including injuries, death, cancers, and/or malignancies, now or arising hereafter, including, but not limited to, loss of consortium, companionship, service and support, the value of the life of James M. Payton, any medical expenses incurred, any funeral expenses incurred, any pain and suffering of James M. Payton, and any and all other damages recoverable, these claims arising out of or being in any way related to the possible exposure of James M. Payton to asbestos, asbestos-containing products, or any other products present on Releasee's property, or maintained, mined, manufactured, sold, processed, supplied, distributed by Releasee, or associated with Releasee's premises, products, or materials in any way, which may have caused injuries or damages to James M. Payton.

Releasor further represents and warrants that Releasor agrees to indemnify and hold harmless Releasee from any and all claims made by any Releasor arising out of the undersigned's breach of obligations with respect to the settlement herein made.

It is understood and agreed that the payment and receipt of the aforesaid consideration is not to be construed as admission of any liability whatsoever by Releasee and Releasee expressly denies any such liability to Releasor. It is agreed between the parties hereto that if James M. Payton was exposed to any asbestos, asbestos-containing products, or any other products maintained, mined, manufactured, sold, processed, supplied, or distributed by Releasee, or present in any way on Releasee's premises, such exposure, if any, was minimal; that it is extremely doubtful that there was any such exposure or that such exposure, if any, caused or contributed to causing, any injuries or damages to James M. Payton, it being further understood and agreed that the aforesaid consideration is paid for and on behalf of the Releasee, not by way of damages, but solely for the purchase of peace from the Releasor, and to secure the full, complete and final discharge of the Releasee, from any and all claims, demands, actions, or causes of action that Releasor may now or hereafter have against Releasee, arising out of or in any way related to the possible exposure of James M. Payton to asbestos, asbestos-containing products, or any other products maintained, mined, manufactured, sold, processed, supplied or distributed by the Releasee; and the Releasor hereby agrees that such claims, demands, actions or causes of action are wholly and forever satisfied and extinguished, as a release only as to Releasee whether the full extent of James M. Payton's exposure to any asbestos, asbestos-containing products, or any other

products mined, manufactured, sold, processed, supplied, or distributed by Releasee, or present on Releasee's premises in any way, if any, or the extent of the harm or damages, if any, caused thereby is now fully known or not.

The parties further agree that this agreement shall not be admissible in any suit or proceeding whatsoever as evidence or admission of any liability.

Releasor further agrees to be responsible for the required reimbursement of all outstanding medical, hospital, ambulance and/or drug bills or other related expenses arising out of James M. Payton's condition allegedly resulting from asbestos exposure, and shall indemnify and hold harmless Releasee, up to the amount of this settlement, for any such sums adjudicated to be a lien upon this settlement.

It is the specific intent and purpose of Releasor to execute this Release only as to Releasee; and it is understood and agreed by the parties hereto that this Release is not intended to nor does it release any other person, firm, corporation, or any other entity or party who or which may be responsible in whole or in part for any injuries, diseases, illnesses, or other damages sustained by Releasor as a result of the alleged exposure of James M. Payton to asbestos or any asbestos-containing product mined, manufactured, sold, processed, supplied and/or distributed by any other such person, firm, corporation or other party or entity who the Releasor believes manufactured and/or distributed asbestos and/or asbestos-related products. It is the specific intent of this agreement and it does hereby reserve unto Releasor all claims, actions, and causes of action, whether past, present, or in the future, including, but not limited to, those claims now pending in the Circuit Court of Cook County, Illinois, styled *Andrea D. McCollough, as Independent Executor of the Estate of James M. Payton, Deceased v. Village of Roscoe, et al.*, Cause No. 23-L-013106, against all other persons, firms, corporations, parties, or other entities, other than Releasee herein.

Notwithstanding anything to the contrary herein, it is expressly agreed that any claim or cause of action which Andrea D. McCollough may have for any loss, injuries or damage which she may suffer solely as a result of her own personal exposure to asbestos or asbestos-containing products is reserved and unaffected by this Release.

Releasor does further agree that for the aforesaid consideration Releasee will be dismissed with prejudice from the action now pending in the Circuit Court of Cook County, Illinois, but with the understanding also that Releasor reserves the right to proceed against all other defendants named therein.

Releasor does hereby acknowledge that all obligations to satisfy any claims and/or liens, present or past, for subrogation of Workers' Compensation benefits arising under any state or federal law or statute are that of Releasor, not Releasee. Releasor does further represent and warrant to Releasee that whether there is now or ever was pending any claim or lien, present or past, for such benefits, including past payments to medical or disability benefits providers, Workers' Compensation, or if any such claims shall hereafter be filed and be successful, and the amounts ordered to be paid are found to be a lien against the consideration paid herein, then any employer or its insurance carrier paying or ordered to pay such compensation benefits to Releasor shall first be given credit for the consideration paid to Releasor under this agreement less

reasonable cost of collection, and shall make no payment of any compensation benefits to Releasor until the consideration paid to the undersigned under this agreement is exhausted. It is further agreed, in the alternative, should this agreement be found invalid or should any such employer or compensation carrier making such compensation benefit payments refuse to abide by this agreement, and file or demand payment by Releasee, then, and in that event, and as an alternative to the above agreement, the Releasor agrees to indemnify and hold harmless Releasee to the full amount of the consideration paid to the Releasor under this agreement arising out of such claim for subrogation or indemnity by such employer and/or such employers' insurance carrier.

Under every circumstance, Releasor's agreement to indemnify and hold harmless is limited to the sum of the settlement received by Releasor.

It is further understood and agreed that the terms of this settlement shall be held strictly confidential and shall not be disclosed to any person other than members of the immediate family of Releasor and/or employees of the attorneys representing Releasor, without the prior written consent of the Releasee, or its duly authorized representatives. Settling plaintiff is permitted, however, to make confidential disclosures of this settlement, as may be required, to her accountant, attorney, guardian, or to a government taxing authority. The Releasee agrees that any such written consent shall not be unreasonably withheld, consistent with the general purposes of this confidentiality agreement. Releasor and Releasor's attorneys agree that as a condition of settlement the underlying facts of this claim, the discovery, the terms of this settlement, and the amount of this settlement shall be and remain confidential and that they will not publicize those items to the general public, other current or prospective clients of Releasor's attorneys, or to any other person or entity including, but not limited to, the media, bar services, or jury/settlement reporting services, except as required by law. Releasee and Releasor acknowledge that no portion of the settlement amount described herein represents consideration for the mutual promise to maintain strict confidentiality of all the terms of this agreement. Rather, Releasee and Releasor expressly have agreed that each other's reciprocal confidentiality is the sole consideration given in exchange for that of the other.

Andrea D. McCollough represents and warrants that she is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on her own behalf and in the capacities shown. It is understood and agreed that this instrument contains the entire agreement between the parties, and the Releasor in executing the same agrees that no promise, inducement, or agreement not expressed herein has been made to the Releasor and that in executing the same she is relying upon her own judgment as to the full extent and nature and the duration of any injuries, illnesses, and damages of Releasor. Releasor declares that the terms of this agreement have been read, voluntarily accepted and agreed to and approved by Releasor's attorney of record.

WITNESS HER SIGNATURE, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Andrea D. McCollough , Releasor

EXECUTED AND APPROVED BY ME:

\_\_\_\_\_  
Attorney for Releasor

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Andrea D. McCollough, who acknowledged to me that she is the Releasor and acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned, and on behalf of herself individually, and for the purposes and considerations therein stated, after having first duly read and completely understood same or having had it explained to her by her attorney.

GIVEN UNDER MY HAND AND SEAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

SETTLEMENT AGREEMENT AND RELEASE  
MEDICARE ADDENDUM

EXPOSURE ON OR AFTER 12/5/1980 SPECIFICALLY OR GENERALLY CLAIMED/ALLEGED,  
EVIDENCED OR SPECIFICALLY RELEASED

In further consideration for the Settlement Agreement and Release (“Release”) to which this Medicare Addendum is attached and incorporated therein, Defendant Village of Roscoe, Illinois, its present and former elected and appointed officials, politicians, citizens, directors, officers, agents, servants, lawyers, and employees, and any and all other persons, firms, partnerships, associations or corporations who are or may be in any manner whatsoever liable for its acts, or for the acts of any of them (hereafter “RELEASEES”) rely on the following representations and warranties made by Andrea D. McCollough (Social Security No. xxx-xx-xxxx), as Independent Executor of the Estate of James M. Payton (Social Security No. xxx-xx-xxxx), Deceased, for herself and her heirs, administrators, executors, personal representatives, and assigns (“RELEASOR”) and RELEASOR’S Counsel.

I. Representations and Warranties

RELEASOR, RELEASOR’S Counsel and RELEASEES agree that all representations and warranties made herein shall survive settlement.

A. Medicare Secondary Payer.

RELEASOR and RELEASOR’S Counsel acknowledge and agree that the parties hereto have taken reasonable steps from the beginning of this action to comply with the requirements of 42 U.S.C. §1395y and the related rules and regulations (hereinafter collectively “MSP”).

B. MSP applicability.

1. RELEASOR and RELEASOR’S Counsel represent and warrant that decedent James M. Payton was Medicare eligible;
2. RELEASOR represents and warrants that James M. Payton was exposed to asbestos-containing products used, manufactured, sold or supplied by RELEASEES, or was otherwise exposed to asbestos on equipment or at sites or properties for which RELEASEES may be legally responsible on or after 12/5/1980. James M. Payton’s pleadings, discovery, and/or deposition testimony claimed exposure, whether generally or specifically, to RELEASEES asbestos-containing products, operations, or premises, on or after 12/5/1980. RELEASOR’S Counsel attests that the above facts are established by the evidence in this case.
3. RELEASOR and RELEASOR’S Counsel are aware of Medicare’s potential interest in this settlement to the extent Medicare has made any conditional payments for medical services or items received by James M. Payton pursuant to MSP, and related to the injury or illness giving rise to this settlement, and arising

from or related to the matters forming the basis of the claims against RELEASEES by RELEASOR;

4. RELEASOR and RELEASOR'S Counsel represent and warrant that they have provided the information to RELEASEES necessary to comply with the reporting of this settlement to Medicare;
5. Andrea D. McCollough, who does not claim exposure to asbestos for purposes of this settlement, hereby represents and warrants that she has no bodily or psychological personal injury and received no medical treatment related to the injury of and James M. Payton. More specifically, she did not seek any professional counseling, nor did she receive any medication as a result of psychological distress brought on by the illness of James M. Payton. She waives any and all past, present and future claims for any such injury. She is not waiving any claims that may exist from her personal exposure to asbestos. Andrea D. McCollough has provided the necessary information to RELEASEES so they may report this settlement to Medicare.

C. RELEASOR'S responsibility for reimbursement of Medicare claims.

1. RELEASOR and RELEASOR'S Counsel represent and warrant that they or their agent have notified Medicare of the claim giving rise to this settlement.
2. RELEASOR and RELEASOR'S Counsel represent and warrant that in exchange for payment of the Settlement Funds by RELEASEES to RELEASOR'S Counsel, they shall reimburse Medicare for any claims related to this settlement and/or arising from or related to the matters forming the basis of the claims asserted by RELEASOR.

RELEASOR and RELEASOR'S Counsel represent and warrant that it is their responsibility, and not RELEASEES' responsibility, to reimburse Medicare.

3. RELEASOR and RELEASOR'S Counsel represent and warrant that in exchange for payment of the Settlement Funds by RELEASEES, RELEASOR'S Counsel shall hold funds in an escrow account or client trust account, regardless of source of payment of settlement funds, equal to the total medical costs related to the injury at issue until a letter documenting the conditional payment amount, dated after notification of this settlement, is received from Medicare. Upon receipt of such documentation, funds in excess of the amount provided may be released. The funds remaining in trust ("Held Settlement Funds") will be not be distributed to RELEASOR or any other person or entity aside from Medicare until the Medicare claims, if any, arising from or related to this settlement have been satisfied, waived or otherwise resolved. Such resolution shall be demonstrated to RELEASEES prior to the release of Held Settlement Funds to RELEASORS by providing proof from Medicare of payment of claim, satisfaction, waiver or other resolution.

## II. Indemnification

In addition to and without limiting any other language in the Release, RELEASOR agrees to indemnify and hold harmless RELEASEES from any and all Medicare claims that have been or may in the future be related to, arise out of, or are in connection with MSP, and are related to this settlement.

This indemnification obligation includes all damages and costs incurred by RELEASEES, including but not limited to attorneys' fees incurred by or on behalf of RELEASEES, fines and penalties, multipliers, costs, interest, expenses and judgments.

## III. Reliance on Representations and Warranties

In agreeing to the Release and funding the settlement, RELEASEES are relying on the representations and warranties of RELEASOR and RELEASOR'S Counsel regarding James M. Payton's Medicare status and the actions RELEASOR and RELEASOR'S Counsel have represented they have taken and/or will take to satisfy any and all Medicare claims pertaining to the matters forming the basis of RELEASOR'S claims.

If the above representations are not correct and/or the above actions are not performed, it is acknowledged and agreed that RELEASOR and RELEASOR'S Counsel are in material breach of this Medicare Addendum and RELEASEES shall receive complete repayment of the Settlement Funds. In addition, RELEASOR shall indemnify RELEASEES for any damages, legal fees and costs or expenses for RELEASOR and RELEASOR'S Counsel's failure to adhere to the representations and warranties contained herein. Further, nothing contained within this Release shall be construed to limit the rights of RELEASEES to pursue all available remedies at law or in equity for breach of this Release.

Parties agree that this settlement is not full, final and enforceable and the Court shall retain jurisdiction of this case until necessary closing documents, including Medicare reporting information, have been received by RELEASEES.

Executed in \_\_\_\_\_ County, \_\_\_\_\_ this \_\_\_\_\_ day of 20\_\_.

\_\_\_\_\_  
Andrea D. McCollough

\_\_\_\_\_  
RELEASOR'S COUNSEL

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared  
RELEASOR, to me known to be the person named in the foregoing Release, and who executed  
the foregoing Release and acknowledged to me that he/she has read the Release and understands  
the contents thereof and that he/she voluntarily executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(PRINT NAME OF NOTARY)

MY COMMISSION EXPIRES: \_\_\_\_\_