



IT IS AGREED as follows:

1. Defendant admits no liability for any damages suffered by the plaintiff as the result of any alleged negligence, such liability having been expressly denied, but enter into this agreement only for the reasons set forth above. No party shall make any contrary representation.
2. Plaintiff and ST. APRIL'S hereby agree to bind themselves to the following agreements relative to a high and low verdict:
  - (b) ST. APRIL'S will pay to plaintiff on or before July 1, 2019, or within fourteen (14) days of the formal execution of this agreement, whichever is later, the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) ("the low");
  - (b) If a judgment is entered in favor of ST. APRIL'S or in favor of the plaintiff for an amount equal to or less than \$1,250,000.00, then ST. APRIL'S will pay to the plaintiff nothing in addition to "the low" already paid;
  - (c) In the event that plaintiff obtains a verdict at trial against ST. APRIL'S that *exceeds* "the low", ST. APRIL'S (and its insurer) will be obligated to pay to plaintiff only the amount by which the verdict exceeds "the low" (after accounting for any set-offs), up to a maximum additional sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), which when added to "the low", amounts to a maximum total possible payment to plaintiff of Two Million Dollars (\$2,000,000.00)("the high");
  - (d) The plaintiff agrees that she will not seek to enforce any verdict or judgment against ST. APRIL'S in excess of "the high" amount specified in paragraph 2(c);
  - (e) The parties recognize that under Illinois law the defendants in this matter are jointly and severally liable should any judgment be returned against more than one defendant. Under Illinois law, as joint and several tortfeasors, plaintiff has the right to collect any amount of any judgment from any guilty defendant; the only exception being the limitations set out expressly in this agreement regarding Defendant ST. APRIL'S.

- (f) Plaintiff shall take all necessary steps to collect her judgment from Defendants I. M. Smith, M.D. and Sara Jones, M.D. and their insurers. "All necessary steps to collect her judgment" means plaintiff shall seek collection of their liability insurance policies.
  - (g) In no event shall ST. APRIL'S be obligated to pay any sums in addition to "the low" if the plaintiff has collected from the co-defendants, I. M. Smith, M.D., or Sara Jones, M.D., an amount that is greater than or equal to the judgment minus "the low" and any other available set-offs;
  - (h) In no event shall ST. APRIL'S be obligated to pay any sums in addition to "the low" until the plaintiff has fully executed against the co-defendants, I. M. Smith, M.D., or Sara Jones, M.D., to the full extent of insurance available to each of these co-defendants;
  - (g) In no event shall plaintiff attempt to collect interest on any judgment from ST. APRIL'S until the liability of the other parties is established.
3. Neither the plaintiff nor ST. APRIL'S will seek to overturn, either on appeal or in the trial court, any verdict rendered by a jury with respect to ST. APRIL'S in the DOE suit. This shall in no way affect the right of the plaintiff to appeal from any verdict for or against the co-defendants, I. M. Smith, M.D., or Sara Jones, M.D.
  4. This agreement is voidable by either party in the event of:
    - a) attorney misconduct;
    - b) [mistrial]**
    - c) [a hung jury]**
  5. Plaintiff and ST. APRIL'S state that no representations have been made by either plaintiff or ST. APRIL'S concerning anticipated testimony or evidence to be introduced during the trial, and the plaintiff and ST. APRIL'S will continue with the trial of this cause as though this agreement did not exist.

6. The plaintiff agrees not to seek from ST. APRIL'S the payment of any additional sums pursuant to paragraph 2 above until the co-defendants, I. M. Smith, M.D., or Sara Jones, M.D., liability is finally determined.
7. Should the plaintiff settle with the co-defendants, I.M. Smith, M.D., or Sara Jones, M.D. before or after they proceed to verdict against ST. APRIL'S, ST. APRIL'S will be entitled to a set-off from any judgment for the amount of any settlement obtained from any non-collateral source, including but not limited to the co-defendants, I. M. Smith, M.D., or Sara Jones, M.D.
8. In exchange for the payments sets forth herein, plaintiff agrees to vacate any judgment against ST. APRIL'S and to execute a satisfaction of any judgment in favor of ST. APRIL'S.
9. In the event of a verdict in favor of the plaintiff against St. April's *and* one or more additional defendants, St. April's agrees that irrespective of any filing for post-trial relief (post-trial motions or appeal) by any other defendant, St. April's will take no steps to disturb the verdict against St. Aprils, including, but not limited to, the filing of post-trial motions or appeal. In the event that any other defendant succeeds in getting post-trial relief, or succeeds in altering the verdict in any way, St. April's agrees that such relief will have no effect on the verdict against St. April's. St. April's also agrees that upon the resolution of all normal and customary attempts for post-trial relief, regardless of whether relief is granted or not, the verdict against St. April's shall be deemed final and require St. April's to pay the difference between that judgment amount and "the low," but not to exceed "the high."
10. This agreement may be executed in counterparts and shall be binding on these parties so long as to each party signs at least one counterpart. Execution of this agreement by an agent or either party shall be binding on that party and the agent who so executes represents and warrants that he or she is fully authorized to execute this agreement for that party. This agreement shall be binding on the heirs, agents, representatives, successors and assigns of each of these parties and may be enforced by suit in contract regardless of

the merits of the underlying claims asserted in the pending suit identified above.

In witness thereof, these parties have approved, made and executed this agreement in the State of Illinois on or as of the date shown below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
JANE DOE, Special Administrator  
of the Estate of JAMES DOE, Deceased

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Cirignani  
Cirignani, Heller & Harman, LLP  
Attorney for Plaintiffs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Good  
Good & Lawyer  
Attorney for ST. APRIL'S Hospital