

RELEASE OF ALL CLAIMS

For and in consideration of the sum of **Forty Five Thousand Dollars and Zero Cents (\$45,000.00)** in *United States currency* inclusive of payment for claim of breach of contract, quantum meruit and related tort claims in the form of one check payable as follows:

Supreme Water LLC

as payee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on its/his own behalf and on behalf of all and each of its/his owners, officers, members, partners, limited partners, directors, shareholders, employees, agents, attorneys, heirs, executors, administrators, successors, and assigns, including but not limited to Supreme Water Inc., Supreme Water LLC, David Muhammad and Lynda Muhammad (hereinafter collectively referred to as "Releasor" or "the undersigned"), hereby releases, remises, acquits and forever discharges **URC Virgin Islands, Inc. and The Haskell Company**, and all and each of its/their present and former parent corporations, subsidiary corporations, successor corporations, predecessor corporations, and/or members, whether wholly owned or in a joint venture, clients, indemnitees and their assigns and affiliated corporations, whether actual or alleged, and their former and present predecessors, successors and assigns, shareholders, members, directors, managers officers, employees, attorneys and/or insurers, brokers and agents, including without limitation **Cruzan VIRIL, Ltd., Jacob Wadkins, Tiffany Shaw, and Breland Morales** (all of the foregoing are hereinafter collectively referred to as "Releasees"), of and from any and all claims, demands, damages, actions and causes of action of every kind, known or unknown, including any and all claims for loss, breach of contract, fraud, quantum meruit or personal injuries arising out of or in any way connected with an incident or incidents arising out of or related in any way to the ultimate claims in the case entitled *Supreme Water LLC v. URC Virgin Islands Inc. and The Haskell Company Inc.*, Civil No. SX-21-CV-182 in the Superior Court of the Virgin Islands, Division of St. Croix (the "Civil Action").

The undersigned hereby certifies that the relationship listed beneath the undersigned's signature is true and that he is signing both on behalf of Supreme Water Inc. with full and due authorization as well as personally.

In further consideration of the above mentioned sum, the undersigned agrees as follows:

1. There is a risk that subsequent to the execution of this release the undersigned will incur or suffer financial loss, uncompensated work, lost value, monetary or other loss, damage or any of these which are in some way caused by or related to the occurrence referred to above, but which are unknown and unanticipated at the time this release is signed; and further there is a risk that the damages presently known may be or may become more extensive than the undersigned now expects or anticipates.
2. The undersigned shall assume the above mentioned risks, and this release shall apply to all unknown or unanticipated results of the occurrence described above as well as those known or anticipated, and the undersigned

hereby waives any and all rights under any code, statute or law of any state or territory of the United States or of any foreign nation which provides in form or substance that a general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the general release.

3. The above mentioned sum is the entire and only consideration for this release and the undersigned shall be responsible for the payment of the attorney's fees and expenses of the undersigned.
4. It is intended by the undersigned and by Releasees and each of them, that this release shall be complete and shall not be subject to any claim of mistake of fact or law by the undersigned, and that it expresses a full and complete settlement of liability claimed and denied, as against Releasees and, regardless of the adequacy or inadequacy of the amount paid, this release is intended to avoid litigation and to be final and complete.
5. This release is the result of a compromise of a disputed claim and shall never at any time for any purpose be considered as an admission of liability of the parties hereby released, who continue to deny such liability and to disclaim such responsibility.
6. It is intended by the undersigned and by Releasees that this settlement and release shall be and shall remain confidential, and shall not be disclosed without the prior written consent of the Releasees unless ordered to be disclosed by a court of competent jurisdiction. Accordingly, the Releasor and their attorney(s), family or other representatives will not cause to be publicized to any third persons and/or in any news or communications media, including but not limited to newspapers, magazines, journals, radio or television, any aspect of this settlement. Releasor agrees to decline comment on any aspect of the settlement to any members of the public or news media or to any and all third persons. The above limitation does not include Releasor's disclosure of such information to any attorneys, insurers, accountants and professional tax advisers with whom Releasor chooses to consult or seek advice or services from, with the understanding that the Releasor shall inform anyone falling within this category of the confidentiality provision and the individual to whom the information is disclosed agrees to abide by the confidentiality provision contained herein.
7. A division, if any, of the above mentioned sum between the undersigned and anyone else shall in no way affect the validity of this release.
8. This settlement is intended to, and Releasor warrants that Releasor will, dispose of all liability of Releasees to Releasor, and Releasor's heirs and

assigns, and to any other person or entity that might now or in the future have a claim related to and/or as a result of the injury or loss to Releasor. Releasor acknowledges that all subrogation and lien claims arising out of contract or under state, territorial or federal law, including, but not limited to, any subrogation or lien claims of Releasor's creditors, health care providers, insurance carriers, state worker's compensation and/or unemployment compensation programs, territorial programs and any state, territorial and/or federal agency or programs such as Medicare, Medicaid, or Social Security, are the sole and separate obligation of Releasor which Releasor agrees to pay or otherwise resolve. Should any such further claim be made by any person or entity for which Releasees, or any of them, might be liable, directly or indirectly, Releasor, on behalf of Releasor, and Releasor's heirs and assigns, agrees to and will hold harmless and indemnify Releasees, and each of them, of and from any and all liability for such subrogation, lien or other claim, including all costs, expenses and attorneys' fees in defending such claim. Releasor and Releasee understand that there is a lien by reason of payments made by the Virgin Islands Department of Labor for Workers' Compensation and/or Unemployment Compensation. Releasor agrees to satisfy this lien and deliver to Releasees a release of the Virgin Islands Workers' Compensation lien satisfactory to Releasees.

9. It is the express intent and understanding of the Releasor and Releasees that any and all rights of indemnity and/or contribution or other derivative claims that any Releasee may have against any insurers, persons, firms or entities shall be preserved by the execution of this release and, to the extent necessary, the confidentiality provision herein shall not apply to the Releasees insofar as they seek to enforce said rights.
10. The Undersigned represents and warrants that Releasor is not and was not a Medicare beneficiary nor Medicare eligible, and that there is no Medicare lien. Releasor acknowledges that Releasor has duly considered Medicare's interests in accordance with applicable law and is responsible for identifying any existing Medicare liens or conditional payments relating to the injury that is the subject of this settlement, and for advising Releasees and each of their attorneys of the amount of such liens or conditional payments, including providing a copy of the Centers for Medicare & Medicaid Services' ("CMS") Final Demand letter. Releasor warrants that Releasor will ensure that all such liens, if any, are satisfied from the proceeds of the settlement funds if such liens have not been satisfied prior to the date of settlement. This settlement represents the release of any possible coverage exposure by the Releasees and it is not the intention of the Releasees to shift responsibility of future medical benefits to the Federal Government. The Releasees denied any and all liability related to this

incident, therefore no allocation for future Medicare-covered treatment is required. The Undersigned further agrees to fully satisfy and indemnify and hold Releasees harmless from any and all past, present and future rights of the CMS including, but not limited to, penalties, liens, conditional payments, demands, and actions in law or equity, arising out of the Medicare Secondary Payer Act (“MSP”), including, but not limited to failure to satisfy all Medicare liens or conditional Medicare payments, and any action by CMS alleging that its interests were not considered in this settlement. It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare system. Instead, this settlement is intended to resolve a dispute between Releasor and Releasees. In order to ensure compliance with Medicare and applicable federal regulations, Releasor acknowledge(s) that he or his attorney Carl Hartmann, Esq., has reported this claim to CMS as may be required by law. Releasor waives, releases, and forever discharges Releasees from any obligations for any claim, known or unknown, arising out of the failure of Releasees to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. 1395y(b)(3)(A), and specifically waives any private cause of action against Releasees.

11. Releasor affirms that, other than the Civil Action, Releasor has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against the Releasees in any forum or form. Releasor shall dismiss, in writing and with prejudice, the Civil Action.

RELEASOR:

Supreme Water LLC

Plaintiff/Releasor

By: David Muhammad
David Muhammad, Principal

SSN: [REDACTED]

APPROVED:

Dated: April 8, 2021, 2021

Carl Hartmann
Carl Hartmann, Esq.
Counsel for Plaintiff/Releasor

DUDLEY NEWMAN FEUERZEIG LLP
TRUST ACCOUNT
 1131 KING STREET, SUITE 204
 CHRISTIANSTED, VI 00820-4971

13531

DATE
 04/23/2021

CHECK #
 13531

AMOUNT



PAY
 THE
 AMOUNT
 OF



DOLLARS

BANK OF ST. CROIX OF UNITED FIDELITY BANK

P
A
Y
T
O

Supreme Water LLC

101-889/216

DUDLEY NEWMAN FEUERZEIG LLP

AUTHORIZED SIGNATURE

MP

X7768-9 URC - Settlement SX-2021-CV-182



⑈ 13531⑈ ⑆ 286371663⑆ 700017678⑈

DUDLEY NEWMAN FEUERZEIG LLP - TRUST ACCOUNT

13531

Z
 Supreme Water LLC

Check Date: 04/23/2021 Check #:13531

INVOICE	G / L #	CLIENT	MAT	DESCRIPTION	AMOUNT
X7768 9		Supreme Water, LLC - Settlement	SX-2021-CV-182		
Check Amount:					

13531