

## Roberts, Mark

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**From:** Leigha Taber <ITaber@robinsmorton.com>  
**Sent:** Wednesday, July 29, 2020 4:18 PM  
**To:** Roberts, Mark  
**Cc:** Johnny Sturkie; Johnathan Peavy; Mangan, Constance; Messersmith, Carolyn  
**Subject:** RE: RMG/LSN Objection Letter; Broward County RFP No. PNC2119546P1, Managing General Contractor for OMETS and BSO Crime Laboratory Combined Facility  
**Attachments:** 7-16-18 Full and Complete Release and Indemnity Agreement (Deborah Jones)R[1].pdf; 7-16-18 Agreed Order of Dismissal for All Parties (Deborah Jones)[1].pdf; CDP2916 Settlement Agreement with signatures (Ramon Ortiz)R[1].pdf; 2017-04-26 (Accepted) Notice of Nonsuit (00344148x8279) (Roman Ortiz)[1].PDF; Litigation Form (Deborah Jones)[2].pdf; Litigation Form (Ramon Ortiz)[1].pdf

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Good Afternoon Mark,

As per the RFP, Robins & Morton provided a listing of "material" cases filed, pending, or resolved during the last three years as defined below:

- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
- ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
- iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
- iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
- v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants

Robins & Morton did not view these two personal injury cases as within the criteria as outlined, therefore they were not included as "material." In addition, according to our records the Ortiz case fell outside of the three-year threshold. However, we have provided the requested material.

- *Deborah Jones v. Longview Medical Center, et al.* Case No. 2015-2275-CCL2, Gregg County, Texas.
  - This personal injury case was not viewed as material.
- *Ramon Ortiz, et al. v. The Robins & Morton Group, et al.* Case No. 2015C102215, Bexar County, Texas
  - This case was settled by release in July 2016, which is fall outside of the three-year threshold. The Plaintiff did not file its notice of nonsuit until April 2017. The court did not enter an order of dismissal after the Plaintiff filed its notice of nonsuit (April 2017). In Texas, such an order is not required, it is considered a ministerial act. The action is in fact dismissed upon filing of the notice of nonsuit. It appears that the court never did do the ministerial act—formally dismiss the case until the case came up on its dismissal docket on April 4, 2019. The court dismissed the case at that point.

Please confirm receipt at your nearest convenience. We would be happy to discuss further if needed.

Thanks,

**Leigha Taber** | Marketing Manager  
**Robins & Morton** | [www.robinsmorton.com](http://www.robinsmorton.com)  
6205 Blue Lagoon Drive, Suite 110 | Miami, FL 33126  
p. 305.722.3252 | c. 480.287.3588 | [ltaber@robinsmorton.com](mailto:ltaber@robinsmorton.com)

**Robins & Morton – Safety Providing Quality Construction Since 1946 |  
ENR Southeast 2019 Contractor of the Year**

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**From:** "Roberts, Mark" <MAROBERTS@broward.org>  
**Date:** Friday, July 24, 2020 at 5:12 PM  
**To:** Johnny Sturkie <JSturkie@robinsmorton.com>, Johnathan Peavy <JPeavy@robinsmorton.com>, Leigha Taber <ITaber@robinsmorton.com>  
**Cc:** "Mangan, Constance" <CMANGAN@broward.org>, "Messersmith, Carolyn" <CMESSERSMITH@broward.org>  
**Subject:** Ref: RMG/LSN Objection Letter; Broward County RFP No. PNC2119546P1, Managing General Contractor for OMETS and BSO Crime Laboratory Combined Facility

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Good Afternoon Robins & Morton Group,

It has come to the attention of Broward County Purchasing Division that The Robins & Morton Group ("RMG") failed to disclose several cases that were filed, pending, or resolved within the last three (3) years prior to the subject solicitation's response due date. These cases include the following:

*Deborah Jones v. Longview Medical Center, et al.* Case No. 2015-2275-CCL2, Gregg County, Texas.

Property damage case involving RMG as a Defendant and Third Party Plaintiff. The online docket contained a Notice of Judgment entered on August 1, 2018 but the Court's docket does not specify who the judgment was entered against. The Complaint is also not available on the Court's docket. **Additional information is necessary to determine whether this case is material and should have been disclosed.**

*Ramon Ortiz, et al. v. The Robins & Morton Group, et al.* Case No. 2015C102215, Bexar County, Texas

Construction case involving RMG as a Defendant. This case was dismissed on April 9, 2019 but the clerk's docket does not contain sufficient information to determine whether this was a material lawsuit. **Additional information is necessary to determine whether this case is material and should have been disclosed.**

Additional information is necessary to determine whether the above two (2) cases are "material" and therefore should have been disclosed. The County Attorney's Office needs additional relevant information to determine whether the cases present a substantial litigation related concern. RMG should provide a copy of the latest Complaint/Lawsuit and Notice of Judgment dated August 1, 2018 or any other Court Order dismissing RMG in

the “Deborah Jones” case. With regards to the “Ramon Ortiz” case, RMG should provide a copy of the latest Complaint/Lawsuit and a copy of the dismissal dated April 9, 2019.

Please provide a written response to the above requested information to my attention **by Wednesday, July 29, 2020, 5:00 pm.**

Please also acknowledge receipt of this email.

Thank you.

**Mark Roberts, Purchasing Agent, Senior**

Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, FL 33301

Phone: 954-357-6164

[www.broward.org/purchasing](http://www.broward.org/purchasing)



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**WHEREAS**, Robins & Morton Corporation, Robins & Morton, LLC, Robins and Morton Group, (“Defendants”) deny liability for any of the claims asserted in the Lawsuit;

**WHEREAS**, the parties desire to avoid the additional cost, time, effort, and uncertainties that would result from litigating their respective positions and desire to enter into a settlement and complete and final release regarding the Lawsuit and any other matters between them; and

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties, and agreements undertaken herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

**II.**  
**PAYMENT**

1. Upon execution of this Agreement by Plaintiff, Defendants, or parties on their behalf shall cause to be paid to or on behalf of Plaintiff the sum of [REDACTED] [REDACTED], in full and final settlement and discharge of all claims asserted or which could have been asserted by Plaintiff against all Defendants (as defined above) in the Lawsuit. Payment shall be made contemporaneously with the execution of this Agreement, the receipt and sufficiency of which is hereby confessed and acknowledged.

**III.**  
**RELEASES**

2. For and in consideration of the terms set forth herein, Plaintiff, on behalf of herself and her representatives, agents, attorneys, heirs, assigns and beneficiaries, hereby fully and forever RELEASES, ACQUITS, DISCHARGES, DISCLAIMS, and RENOUNCES any and all claims, demands, damages, actions, causes of action, and/or suits of whatever nature, in law or equity, statutory, common law, or otherwise, that she has, might have, or ever had, known and realized or unknown and not realized, that are based in whole or in part on any conduct, fact, matter, act, omission, cause or thing whatsoever, arising from the December 13, 2013, incident that is the

subject of the Lawsuit, against Defendants and/or their insurance company The Travelers Indemnity Company, any of their respective past, present, and future parent entities, affiliates, subsidiaries, shareholders, officers, directors, partners, partnerships, fiduciaries, trustees, employees, agents, insurers, predecessors, successors, assigns, attorneys and any and all other persons who might be liable that are based on, arise out of, or are in any way related or connected with the allegations in the Lawsuit.

**IV.**  
**DISMISSAL OF LAWSUIT**

3. Concurrently with the execution of this Agreement, the Parties authorize and direct their respective counsel to execute the Joint Motion to Dismiss with Prejudice and the Agreed Order of Dismissal with Prejudice with all costs to be paid by the party incurring same.

**V.**  
**SATISFACTION OF LIENS AND SUBROGATION CLAIMS**

4. Plaintiff represents, warrant and agrees that all expenses, including but not limited to all medical expenses, liens, and ambulance expenses, and all liens and subrogation claims, including but not limited to all hospital liens, Medicaid or Medicare liens, or other liens, and all medical insurance subrogation claims, or any other type of subrogation claims, if any, relating to or arising out of the alleged injuries sustained by Plaintiff as alleged in the Lawsuit have been paid or satisfied in full or, if not paid or satisfied, that Plaintiff shall be solely responsible for paying or satisfying all such expenses, liens, and subrogation claims, past and future, out of the settlement proceeds set forth in Paragraph 1 above or out of her own funds. In this regard, it is understood and agreed that Defendants do not assume liability of any kind for any such expenses, liens, or subrogation claims.

**VI.**  
**ADDITIONAL PROVISIONS**

5. Plaintiff represents and warrant that:
- (a) she has been duly authorized to take all requisite action to execute and enter into this Agreement and she has the full power, capacity, and authority to execute this Agreement;
  - (b) she has not assigned or transferred any of the rights, claims, or causes of action that are being released pursuant to this Agreement;
  - (c) No one connected with or representing Defendants has made any representations of any kind either as to liability or as to the extent of damages;
  - (d) she has read and understand the terms of this Agreement; she is executing this Agreement voluntarily and of her own accord and judgment and she has consulted with her attorney, of her own choosing, regarding the meaning and effect of this Agreement; and
  - (e) she understands fully that this Agreement covers and includes every claim of every kind which she has or may have in the future as against Defendants arising out of the incident giving rise to the Lawsuit.

6. **PLAINTIFF AGREES TO INDEMNIFY AND HOLD HARMLESS DEFENDANTS (AS DEFINED ABOVE), JOINTLY AND SEVERALLY, FROM ANY AND ALL CLAIMS WHICH MAY HAVE BEEN OR MAY HEREINAFTER BE ASSERTED BY PLAINTIFF OR ANY PERSON, FIRM OR CORPORATION CLAIMING BY, THROUGH OR DERIVATIVE OF THE PLAINTIFF'S CLAIMS, SAID INDEMNIFICATION TO INCLUDE NOT ONLY THE AMOUNTS OF SAID CLAIMS, BUT ALSO THE COSTS OF DEFENDING SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING THEM.**

  
Initials

7. This Agreement, including all exhibits hereto, constitutes the entire agreement between Plaintiff and Defendants and supersedes all prior discussions, negotiations, understandings, and oral or written agreements, all of which are merged herein.

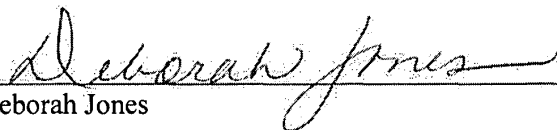
8. Neither the negotiation, execution nor entry of this Agreement, nor any payment of

any consideration contemplated by this Agreement, shall constitute or shall be construed as an acknowledgment or admission of liability. Neither this Agreement, nor any of its terms, shall be offered or received in evidence in any proceeding or utilized in any manner whatsoever as an admission of any wrongdoing of any nature or any liability therefore on the part of the parties.

9. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Texas, excluding its choice of law rules.

10. Any legal proceedings arising out of the formation, execution, or performance of this Agreement, or any of the parties' rights or remedies hereunder, shall be brought solely in state district court in Gregg County, Texas.

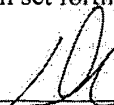
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

  
Deborah Jones

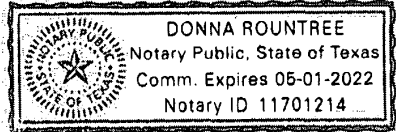
**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF Gregg           §

This instrument was acknowledged before me on this 1 day of Jan, 2018, by Deborah Jones for the purposes and consideration set forth herein.

  
\_\_\_\_\_  
Notary Public, State of Texas

[Seal]





FILED  
4/26/2017 4:12:04 PM  
Donna Kay McKinney  
Bexar County District Clerk  
Accepted By: Rene Charles

CAUSE NO. 2015-CI-02215

RAMON ORTIZ, INDIVIDUALLY AND	§	IN THE DISTRICT COURT
AS EXECUTOR OF THE ESTATE OF	§	
MAGDA ORTIZ, DECEASED, SERGIO	§	
BERNIER AND MAGDA BERNIER	§	
	§	
Plaintiffs,	§	
	§	
V.	§	45 <sup>th</sup> JUDICIAL DISTRICT
	§	
THE ROBINS & MORTON GROUP,	§	
ROBINS & MORTON CORPORATION,	§	
ROBINS & MORTON, L.L.C.,	§	
SMITHGROUP/MARMON MOK, A JOINT	§	
VENTURE, MARMON MOK, MARMON	§	
MOK, LP, SMITHGROUP, INC., AND	§	
SMITHGROUPJJR, INC.	§	
	§	
Defendants.	§	BEXAR COUNTY, TEXAS

**NOTICE OF NONSUIT**

TO THE HONORABLE JUDGE OF SAID COURT:

Ramon Ortiz, Individually and as Executor of the Estate of Magda Ortiz, Deceased, Sergio Bernier and Magda Bernier, Plaintiffs in the above entitled cause of action, file this Notice of Nonsuit with prejudice of Defendants, The Robins & Morton Group, Robins & Morton Corporation, Robins & Morton, LLC., SmithGroup/Marmon Mok, a Joint Venture, Marmon Mok and Marmon Mok, LP.

Respectfully submitted,

LAW OFFICES OF PAT MALONEY, P.C.  
239 E. Commerce Street  
San Antonio, Texas 78205  
T: (210) 226-8888  
F: (210) 222-8477  
Email: patmjr@aol.om

And

MARTIN, CUKJATI & TOM, L.L.P.  
Curtis L. Cukjati  
State Bar No. 05207540  
Troy "Trey" S. Martin, III  
State Bar No. 13108800  
Jeffrey J. Tom  
State Bar No. 24056443  
1802 Blanco Road  
San Antonio, Texas 78212  
T: (210) 223-2627  
F: (210) 223-5052  
Email: [attorney@mcfirm.com](mailto:attorney@mcfirm.com)

By: /s/ Pat Maloney, Jr.  
Pat Maloney, Jr.

Attorneys for Plaintiffs

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been delivered, as designated below, to the following on the 26<sup>th</sup> day of April, 2017:

Robert E. Valdez	<input checked="" type="checkbox"/>	Via Facsimile: (210) 598-8797
B. Clayton Hackett	<input type="checkbox"/>	Hand Delivered
Valdez & Trevino Attorneys at Law P.C.	<input type="checkbox"/>	Certified Mail, RRR
1826 North Loop 1604 West, Suite 275	<input type="checkbox"/>	Regular U.S. Mail
San Antonio, TX 78248	<input type="checkbox"/>	Via Email: <a href="mailto:revaldez@valdeztrevino.com">revaldez@valdeztrevino.com</a> <a href="mailto:chackett@valdeztrevino.com">chackett@valdeztrevino.com</a>

#### **Attorneys for Defendants, The Robins & Morton Group, Robins & Morton Corporation and Robins & Morton, L.L.C.**

Kevin E. Oliver	<input checked="" type="checkbox"/>	Via Facsimile: (866) 489-7657
Law Office of Brian J. Judis	<input type="checkbox"/>	Hand Delivered
9500 Arboretum Boulevard	<input type="checkbox"/>	Certified Mail, RRR
Suite 145	<input type="checkbox"/>	Regular U.S. Mail
Austin, TX 78759	<input type="checkbox"/>	Via E-mail <a href="mailto:kevin.oliver@cna.com">kevin.oliver@cna.com</a>

#### **Attorneys for Defendants, Marmon Mok and Marmon Mok, LP**

Jessica L. Mangrum	<input checked="" type="checkbox"/>	Via Facsimile: (512) 708-8777
Thompson, Coe, Cousins & Irons	<input type="checkbox"/>	Hand Delivered
701 Brazos	<input type="checkbox"/>	Certified Mail, RRR
Suite 1500	<input type="checkbox"/>	Regular U.S. Mail
Austin, Texas 78701	<input type="checkbox"/>	Via E-mail <a href="mailto:jmangrum@thompsoncoe.com">jmangrum@thompsoncoe.com</a>

Kevin J. Gleeson  
Sullivan, Ward, Asher & Patton, P.C.  
25800 Northwestern Highway  
Suite 1000  
Southfield, Michigan 48075

- Via Facsimile: (248) 746-2760
- Hand Delivered
- Certified Mail, RRR
- Regular U.S. Mail
- Via E-mail [kgleeson@swappc.com](mailto:kgleeson@swappc.com)

**Attorneys for Defendant, SmithGroupJJR, Inc. d/b/a SmithGroup, Inc.**

Rodney Ruiz  
Assistant Attorney General  
Tort Litigation Division, MC-030  
P. O. Box 12548  
Austin, TX 78711-2548

- Via Facsimile (512) 370-9844
- Hand Delivered
- Certified Mail, RRR
- Regular U.S. Mail
- ViaE-mail  
[Rodney.ruiz@texasattorneygeneral.gov](mailto:Rodney.ruiz@texasattorneygeneral.gov)

**Counsel for Intervenor, The University of Texas System**

*/s/ Pat Maloney, Jr.*

Pat Maloney, Jr.

Electronically Submitted  
7/9/2018 3:23 PM  
Gregg County District Clerk  
By: Elisha Calhoon ,deputy

**CAUSE NO. 2015-2275-CCL2**

<b>DEBORAH JONES</b>	§	<b>IN THE COUNTY COURT</b>
	§	
<b>vs.</b>	§	
	§	
<b>LONGVIEW MEDICAL CENTER, LP</b>	§	
<b>D/B/A LONGVIEW REGIONAL MEDICAL</b>	§	
<b>CENTER, LONGVIEW REGIONAL</b>	§	<b>AT LAW NO. 2</b>
<b>HOSPITAL, INC. D/B/A LONGVIEW</b>	§	
<b>REGIONAL MEDICAL CENTER,</b>	§	
<b>REGIONAL HOSPITAL OF LONGVIEW,</b>	§	
<b>LLC, ROBINS &amp; MORTON CORPORATIONS</b>	§	
<b>ROBINS &amp; MORTON, LLC, ROBINS AND</b>	§	
<b>MORTON GROUP, C.D. THOMAS</b>	§	
<b>UTILITIES, LLC AND ROCK CITY</b>	§	
<b>MECHANICAL COMPANY, LLC</b>	§	<b>GREGG COUNTY, TEXAS</b>

**AGREED ORDER OF DISMISSAL FOR ALL PARTIES**

On this 9 day of July, 2018 came the Plaintiff Deborah Jones, in person by an through Plaintiff's attorney, and stated that all actions and causes of action have been settled and compromised and that the action of Plaintiff be and the same is hereby dismissed with prejudice against refiling of the same against Longview Medical Center, LP d/b/a Longview Regional Medical Center, Longview Regional Hospital, Inc. d/b/a Longview Regional Medical Center, Regional Hospital of Longview, LLC, Robins & Morton Corporation, Robins & Morton, LLC and Robins & Morton Group.

IT IS, ACCORDINGLY ORDERED that this cause be and the same hereby is dismissed with prejudice against refiling of same Longview Medical Center, LP d/b/a Longview Regional Medical Center, Longview Regional Hospital, Inc. d/b/a Longview Regional Medical Center, Regional Hospital of Longview, LLC, Robins & Morton Corporation, Robins & Morton, LLC and Robins & Morton Group.

IT IS, ACCORDINGLY ORDERED that Robins & Morton Corporation, Robins & Morton, LLC and Robins & Morton Group's third-party actions against W. R. Welborn & Son, Inc. are hereby dismissed with prejudice.

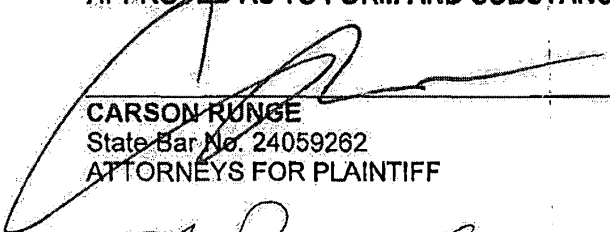
IT IS FURTHER ORDERED that all court costs incurred herein shall be paid by the party incurring same herein, by agreement of all parties.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all actions, causes of actions, third-party actions, cross-actions and counter claims that any party has or may have against the other is hereby dismissed with prejudice to refiling the same. This Agreed Order finally disposes of all parties and all claims. All relief sought herein which is not expressly granted, is denied.

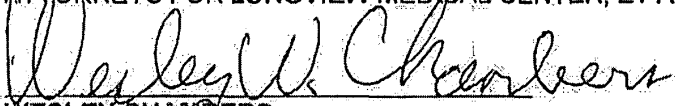
SIGNED on this the 9 day of July, 2018.


  
\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM AND SUBSTANCE:**

  
\_\_\_\_\_  
CARSON RUNGE  
State Bar No. 24059262  
ATTORNEYS FOR PLAINTIFF

  
\_\_\_\_\_  
C. TIMOTHY REYNOLDS  
State Bar No. 16796240  
ATTORNEYS FOR LONGVIEW MEDICAL CENTER, ET AL

  
\_\_\_\_\_  
WESLEY CHAMBERS  
State Bar No. 04083500  
ATTORNEYS FOR ROBINS & MORTON CORPORATION,  
ROBINS & MORTON, LLC, AND ROBINS AND MORTON GROUP

  
\_\_\_\_\_  
MICHEAL V. WINCHESTER  
State Bar No. 21754350  
ATTORNEY FOR THIRD-PARTY DEFENDANT  
W. R. WELBORN & SON, INC.

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**LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or  
 Material Case(s) are disclosed below:

Is this for a: (check type) <input checked="" type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text" value="The Robins &amp; Morton Group, A Delaware General Partnership"/>
	Or No <input type="checkbox"/>
Party	<input type="text" value="The Robins &amp; Morton Group"/>
Case Number, Name, and Date Filed	<input type="text" value="2015-2275-CCL2"/>
Name of Court or other tribunal	<input type="text" value="Gregg County, Texas"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input checked="" type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text" value="Slip &amp; Fall - claim for damages against Robins &amp; Morton, Owner, &amp; Subcontractor"/>
Brief description of the Subject Matter and Project Involved	<input type="text" value="Slip &amp; Fall incident on December 13, 2013; Longview Medical Center; Longview, TX"/>
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input checked="" type="checkbox"/> Dismissed <input checked="" type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text" value="Sloan Firm - Carson Runge"/> Email: <input type="text" value="crunge@sloanfirm.com"/> Telephone Number: <input type="text" value="(903) 757-7000"/>

Vendor Name:

6

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

"Plaintiffs" Ramon Ortiz, individually and as representative of the estate of Magda Ortiz; Sergio Bernier; and Magda Bernier

"Defendants/Insurers" Robins & Morton Corporation; Robins & Morton, LLC; and The Robins & Morton Group; by and through their Insurers The Travelers Indemnity Company and National Union Fire Insurance Company of Pittsburgh, Pa.

**RECITALS**

A. Plaintiffs filed complaints against The Robins & Morton Corporation, Robins & Morton, LLC, and Robins & Morton Group ("Defendants") in the 45<sup>th</sup> District Court, Bexar County, Texas, Cause No. 2015-CI-02215 and related previous lawsuits in both Texas state District and Federal courts (the "Complaints"), which Complaints arose out of certain alleged negligent acts or omissions by Defendants and others. In the Complaints, Plaintiffs sought to recover monetary damages as a result of that certain occurrence on or about July 8, 2011 at the Audie L. Murphy Memorial Veterans Hospital, 7400 Merton Minter, San Antonio, Bexar County, Texas, which resulted in physical and personal injuries to Plaintiffs, including but not limited to the death of Magda Ortiz.

B. Insurers are the liability insurers of the Defendants, and as such, would be obligated to pay any claim made or judgment obtained against Defendants which is covered by their policies with Defendants.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

**AGREEMENT**

The parties agree as follows:

**1.0 Release and Discharge**

1.1 In consideration of the payments set forth in Section 2, Plaintiffs hereby completely release and forever discharge Defendants and Insurers from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out {00248276}

of, or which are the subject of the Complaints (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiffs, or any future wrongful death claim of Plaintiffs' representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendants.

1.2 This release and discharge shall also apply to Defendants' and Insurers' past, present and future officers, directors, stockholders, attorney's, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Plaintiffs, shall be a fully binding and complete settlement among the Plaintiffs, the Defendants and the Insurers, and their respective heirs, assigns and successors.

1.4 The Plaintiffs acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Plaintiffs does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this Settlement Agreement. The Plaintiffs further agrees that Plaintiffs has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiffs assume the risk that the facts or law may be other than as Plaintiffs believe. It is understood and agreed to by the parties that this settlement is a compromise of doubtful and disputed claims, and the payments are not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.

## 2.0 Payments

In consideration of the release set forth above, the Insurers on behalf of the Defendants agree to pay to the individual(s) named below (the "Payee(s)") the sums outlined in this Section 2 below:

2.1 Payments due at the time of settlement as follows:

**Defendants/Insurers will pay to all Plaintiffs and their attorneys a sum total of [REDACTED] within ninety (90) days from the execution of this agreement, to be made as follows:**

[REDACTED]





**3.0 Delivery of Dismissal with Prejudice**

Concurrently with the execution of this Settlement Agreement, counsel for the Plaintiffs shall deliver to counsel for the Defendants an executed Dismissal with Prejudice of the Complaint, with each party bearing its own costs. Plaintiffs hereby authorize counsel for the Defendants and/or counsel for the Insurer to file said Dismissal with the Court and enter it as a matter of record.

**4.0 Representation of Comprehension of Document**

In entering into this Settlement Agreement, the Plaintiffs represent that Plaintiffs have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Plaintiffs by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Plaintiffs.

**5.0 Warranty of Capacity to Execute Agreement**

Plaintiffs represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiffs have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

**6.0 Confidentiality**

The parties agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing or as required by law, any of the terms of this Settlement Agreement or any of the amounts, numbers or terms and conditions of any sums payable to Payee(s) hereunder. The consideration for this agreement is a total of \$100.00 of the total settlement herein.

**7.0 Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

## **8.0 Additional Documents**

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

## **9.0 Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between the Plaintiffs and the Defendants and Insurers with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

## **10.0 Effectiveness**

This Settlement Agreement shall become effective immediately following execution by each of the parties. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the Agreement. Electronic and fax signatures will be accepted as originals.

## **11.0 Medicare**

11.1 It is hereby stipulated that the parties have not sought to protect the interest of Medicare, and therefore it is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Plaintiffs and Defendants/Insurers as a result of the incident listed in Recital A above.

- (a) The parties have appropriately considered Medicare's interest and have concluded that no funds should be set aside based on
  - i. The disputed nature of the claim, AND/OR
  - ii. The lack of anticipated medical care
  
- (b) Based upon a review of the relevant facts and circumstances, Plaintiffs has advised and warrant to Defendants/Insurers that Medicare has not paid any of Plaintiffs' medical expenses, that Plaintiffs have not been and are not now eligible for Medicare benefits, and that Plaintiffs have no plans to apply for SSDI or Medicare benefits. It is not anticipated or foreseeable that the Plaintiffs will become eligible for Medicare in the near future. Therefore, no funds are being set aside for the Plaintiffs' future Medicare-covered treatment.

11.2 This settlement is based upon a good faith determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider  
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Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services (CMS) or Medicare on this settlement, or on the Plaintiffs' eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

11.3 Plaintiffs hereby acknowledge and assume all risk, chance or hazard that the said injuries or damage may be or become permanent, progressive, greater, or more extensive than is now known, anticipated or expected. No promise or inducement which, is not herein expressed has been made to Plaintiffs, and in executing this release Plaintiffs do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician, doctor or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore Plaintiffs understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.


11.4 **The Plaintiffs agree to indemnify, defend and hold Defendants/Insurers harmless from any action by Medicare seeking payment of past, current, or future medical expenses for the Plaintiffs. Plaintiffs and their attorneys also agree to indemnify and hold harmless Defendants/Insurer for and from any and all claims, expenses, and attorney fees relating thereto or relating to any expenses covered or paid by Medicare for treatment related to the injuries which are the subject of this claim. Plaintiffs shall further hold Defendants/Insurer harmless from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare benefits to the extent Plaintiffs would have been entitled to those benefits in the absence of this settlement agreement.**

#### 12.0 Discharge of Liens and related obligations

**Plaintiffs shall be responsible for satisfying all general or statutory liens of any kind or nature, specifically including all attorneys' liens, FECA liens, workers' compensation liens, property, casualty, and general liability insurance liens, hospital or provider liens or Medicare/Medicaid liens. To that end, Plaintiffs shall be and are fully responsible for satisfying any and all expenses, medical bills and/or expenses, liens, claims, and demands arising out of or which have been incurred as a result of the occurrence in question. Plaintiffs shall fully indemnify, defend at their expense, and hold harmless the parties released, including but not limited to Defendants/Insurers, from any and all such liens, claims, and demands relating to the incident in question which have been or may hereafter be asserted by any person, firm or corporation whomever, arising out of, resulting from, or in any manner connected with, the incident described above, including but not limited to, the payment of death benefits, medical expenses, lost wages benefits or other expenses. Furthermore, each party shall pay his/her own court costs.**

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**Plaintiff Ramon Ortiz, individually and  
as representative of the estate of Magda  
Ortiz**



Date: 07 July 2016

**Insurer The Travelers Indemnity  
Company**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Plaintiff Sergio Bernier**

\_\_\_\_\_  
Date: \_\_\_\_\_

**Insurer National Union Fire Insurance  
Company of Pittsburgh, Pa.**

By: \_\_\_\_\_

**Plaintiff Magda Bernier**

\_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Plaintiffs' Attorney**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Plaintiff Ramon Ortiz, individually and as representative of the estate of Magda Ortiz**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Insurer The Travelers Indemnity Company**

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Plaintiff Sergio Bernier**

  
\_\_\_\_\_

Date:

7/7/2016  
\_\_\_\_\_

**Insurer National Union Fire Insurance Company of Pittsburgh, Pa.**

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Plaintiff Magda Bernier**

  
\_\_\_\_\_

Date:

7/7/2016  
\_\_\_\_\_

**Plaintiffs' Attorney**

By:

  
\_\_\_\_\_

Date:

7-7-16  
\_\_\_\_\_

Page 6 of 6

**Plaintiff Ramon Ortiz, individually and  
as representative of the estate of Magda  
Ortiz**

\_\_\_\_\_  
Date:

**Plaintiff Sergio Bernier**

\_\_\_\_\_  
Date:

**Plaintiff Magda Bernier**

\_\_\_\_\_  
Date:

**Plaintiffs' Attorney**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Insurer The Travelers Indemnity  
Company**

By: Jawn T. Vasquez

Title: Regional Manager

Date: 6-30-2016

**Insurer National Union Fire Insurance  
Company of Pittsburgh, Pa.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Plaintiff Ramon Ortiz, individually and  
as representative of the estate of Magda  
Ortiz**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Plaintiff Sergio Bernier**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Plaintiff Magda Bernier**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Plaintiffs' Attorney**

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

{00248276}

**Insurer The Travelers Indemnity  
Company**

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Insurer National Union Fire Insurance  
Company of Pittsburgh, Pa.**

By:

\_\_\_\_\_

Title: SR CLAIMS ANALYST

Date: 7/13/16

\_\_\_\_\_

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**LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or  
 Material Case(s) are disclosed below:

Is this for a: (check type) <input checked="" type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <b>The Robins &amp; Morton Group, A Delaware General Partnership</b> Or No <input type="checkbox"/>
Party	<b>The Robins &amp; Morton Group</b>
Case Number, Name, and Date Filed	<b>2015CI02215; Ramon Ortiz, et al. v. The Robins &amp; Morton Group, et al.</b>
Name of Court or other tribunal	<b>Bexar County, Texas</b>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input checked="" type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<b>Personal Injury claim</b>
Brief description of the Subject Matter and Project Involved	<b>Personal Injury claim - Audie Murphy Memorial VA Hospital, San Antonio, TX</b>
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input checked="" type="checkbox"/> Dismissed <input checked="" type="checkbox"/> <b>Settled July 2016</b> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	<b>Law Offices of Pat Maloney - Pat Maloney</b> <b>patmjr@aol.com</b> telephone number <b>(210) 222-8477</b>

Vendor Name: **The Robins & Morton Group**

This case was settled by release in July 2016, which is why we did not include it with our RFP. The Plaintiff did not file its notice of nonsuit until April 2017. The court did not enter an order of dismissal after the Plaintiff filed its notice of nonsuit (April 2017). In Texas, such an order is not required, it is considered a ministerial act. The action is in fact dismissed upon filing of the notice of nonsuit. It appears that the court never did do the ministerial act—formally dismiss the case until the case came up on its dismissal docket on April 4, 2019. The court dismissed the case at that point.

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