

SETTLEMENT AGREEMENT

This settlement agreement is between the UTAH DEPARTMENT OF CORRECTIONS, together with their agents, servants, employees, volunteers, successors, insurers and assigns, named and unnamed, known and unknown, (collectively “UDC”) as well as individually-named Defendants ERIC CIELINSKI, ALEXIS SCHAFFER, PAIGE BARNARD, and JOHN AND JANES DOES 1-20, (collectively “**Individual Defendants**”), and TAMARA MAUST, as Personal Representative of the Estate and Heirs of THOMAS UNDERHILL (“**Plaintiff**”). These parties are collectively referred to as the “**Parties**” throughout.

Plaintiff alleges that UDC and Individual Defendants ignored, neglected and disregarded Plaintiff’s serious and worsening health conditions, which culminated in his death on November 17, 2022. Plaintiff has filed two lawsuits, one in state court and one in federal court. In state court, Plaintiff claims the violation of Article I, Section 9 of the Utah Constitution, wrongful death, and survival against the UDC and John Does. In federal court, Plaintiff brings an Eighth Amendment claim via 42 U.S.C. §1983 against Individual Defendants.

UDC and Individual Defendants dispute Plaintiff’s allegations and admit no liability or wrongful conduct.

The parties therefore agree as follows:

Article 1 MONETARY SETTLEMENT TERMS

1.1 **Settlement Amount.** UDC and Individual Defendants shall hereby pay to Plaintiff the sum of \$2,000,000 (“**Settlement Funds**”) in complete and final settlement of the civil rights violations and tort claims brought by Plaintiff in the case *Maust v. Utah Department of Corrections*, Case No. 240906847 in the Third Judicial District Court, State of Utah and the case *Maust v. Cielinski*, Case No. 2:25-cv-618, United States District Court, District of Utah, (collectively the “**Cases**”).

1.2 **Attorney Fees.** No provision for attorneys’ fees is made as part of this settlement. The Parties will pay their own attorneys’ fees.

1.3 **Payment Terms.** Payment of Settlement Funds shall be made by check payable to Mortensen & Milne and shall be delivered to counsel for Plaintiff at 68 South Main Street, Suite 700, Salt Lake City, Utah, 84101, within 7 days after the date of this agreement.

Article 2 INJUNCTIVE RELIEF

2.1 **Meeting with the UDC Executive Board.** In addition to the monetary settlement detailed in section 1.1, the UDC Executive Board and two members of the Executive Board of the Department of Health and Human Services, which currently manages health care within the

state prison system, shall meet with Plaintiff on January 14, 2026¹ for one hour to discuss Plaintiff's concerns with the prison health care system and hear her suggestions for policy and procedure improvements.

2.2 **Meeting Preparation.** To promote productivity, Plaintiff will be provided with a summary of current policies and procedures relevant to the incident at issue in the Cases, along with copies of public UDC policies and procedures. These items will be provided to Plaintiff at least 14 days in advance of the meeting.

2.3 **Consideration of Suggestions.** The Parties do not guarantee that any specific modifications to policy or actions will be taken because of the meeting but do agree that Plaintiff's concerns and suggestions will be heard and seriously considered.

2.4 **Post-Meeting Report.** Within 45 days of the meeting, Plaintiff will be provided with a post-meeting report that specifies what modifications or actions, if any, have been taken after the meeting described in subsection 2.1.

Article 3 RELEASE OF CLAIMS

3.1 **Release of Claims.** In consideration of the foregoing, Plaintiff hereby releases and forever discharges UDC and Individual Defendants, as well as any unnamed defendants, in the Cases from all liability, controversies, claims, demands, damages, actions, and causes of action or suits of whatever kind or nature, known or unknown, which now exist or which may hereafter accrue, because of, for, or arising out of the incidents described in, or the claims made in, the Cases.

(a) This release includes, but is not limited to, claims for personal injuries, including any future or unknown personal injuries, claims for expenses arising from the treatment of any such injuries, such as medical, nursing, hospital, mental health or other expenses; claims for property damage, including loss of use thereof; claims for lost educational opportunities; claims for punitive or exemplary damages; claims for emotional distress or emotional suffering; claims for assault or battery; claims of civil rights violations; claims for attorney's fees; and all other claims of any type or nature.

(b) The enumeration of claims detailed in section 3.1(a) is illustrative only, and the claims released are in no way limited by the above recitation of specific claims. The Parties intend that UDC and Individual Defendants are fully and completely released from all claims whatsoever to the extent they arise out of the Cases.

(c) The events described in the Cases may have caused injuries or damages or given rise to claims for damages, the existence of which and the consequences of which are now unknown, but which may become known in the future. The Parties nevertheless intend to and do

¹ In the event of unforeseen circumstances, which the Parties agree warrants a change of date, the Parties may reschedule for a different date acceptable to the Parties.

release all claims for all injuries, damages or claims of whatever type or nature, whether now known or unknown and whether now in existence or arising in the future, to the extent they arise out of the Cases. It is acknowledged that the Parties rely wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of such damages and injuries and that no representations, opinions, or statements regarding such damages and injuries or regarding any other matters made by the UDC or Individual Defendants or any other person or persons representing the UDC or Individual Defendants or by any person employed by the UDC or Individual Defendants has influenced the making of this release.

3.2 Waiver of Subrogation. The Parties state that there are no outstanding unresolved subrogation claims or liens (a) for reimbursement of any attorney, healthcare provider, or other expenses incurred by or on behalf of Plaintiff in any way connected with any released claim; or (b) for reimbursement of amounts paid on Plaintiff's behalf by any third party, including, but not limited to, any insurer and any government program or agency, in any way connected with any released claim. Plaintiff will be responsible for any outstanding unresolved subrogation claims or liens for reimbursement arising from the events in the Cases, should such a claim exist.

3.3 Indemnification. Plaintiff shall indemnify and hold UDC and Individual Defendants harmless from, and defend against, any third-party claim for reimbursement made against the UDC or Individual Defendants as detailed in section 3.2.

3.4 Tax Treatment. The Parties agree that the Settlement Funds to be paid hereby constitute compensation for damages on account of personal injuries and wrongful death arising from an occurrence within the meaning of Section 104(a)) of the Internal Revenue Code of 1986 as amended. Notwithstanding the above, Plaintiff shall be solely responsible for any federal, state, or local taxes, if any, that may be assessed related to the Settlement Funds detailed in section 1.1 and shall hold UDC and Individual Defendants harmless from the payment of any such taxes chargeable to Plaintiff.

3.5 No Admission. This settlement is made for the purposes of compromising a disputed claim and is not an admission of liability by the UDC or Individual Defendants.

3.6 Settlement of Case. The Parties shall take all necessary action, including any action required by Utah law, to obtain approval of the Parties' settlement and effectuate the dismissal of the Cases in the Third Judicial District Court, State of Utah and the United States District Court, District of Utah.

Article 4 MISCELLANEOUS

4.1 Acknowledgements. Plaintiff acknowledges she will not seek redress of her alleged injuries in any other forum, from any other party, or by any other entity. Any prior negotiations or correspondence relating to the claims made in the Cases are superseded by this agreement. To the extent any prior negotiations or correspondence are inconsistent with this agreement, they shall be deemed to be of no force or effect.

4.2 **Representations.** Each party represents that it has the full right and power to enter into this agreement and execute the releases set forth in section 3.1., and that there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this agreement.

4.3 **Successors.** This agreement is binding upon all heirs, executors, administrators, officers, successors, and assigns of the Parties.

4.4 **Entire Agreement.** This agreement constitutes the entire agreement of the Parties. The Parties intend this agreement to be the full and final expression of their agreement.

4.5 **Amendments.** No amendment to or modification of this agreement shall be valid or effective unless put into writing and signed by all Parties.

4.6 **Governing Law.** Utah law governs this agreement.

4.7 **Enforcement.** As the exclusive means of bringing any action to enforce this agreement or to enjoin any action violating the terms of this agreement, a party may bring such a proceeding in the United States District Court for the District of Utah or in a state court of Utah.

4.8 **Severability.** If any part of this agreement is found to be unenforceable, the parties intend that the remaining parts of the agreement continue to be enforced.

4.9 **Effectiveness and Date.** This agreement will become effective when all Parties have signed it. The date of this agreement will be the date this agreement is signed by the last Party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated opposite that party's signature.

UTAH DEPARTMENT OF CORRECTIONS

Date: _____, 2025

By: _____
Jared Garcia
Director of the Utah Department of Corrections

ERIC CIELINSKI

Date: _____, 2025

By: _____

ALEXSIS SCHAFFER

Date: _____, 2025

By: _____

PAIGE BARNARD

Date: _____, 2025

By: _____

THOMAS UNDERHILL

Date: _____, 2025

By: _____

TAMARA MAUST, as Personal Representative
of the Estate and Heirs of THOMAS
UNDERHILL

Attorney Review and Approval
As to Form

Utah Office of the Attorney General

Date: _____, 2025

By: _____

HEATHER J. CHESNUT
Assistant Utah Attorney General
Attorney for UDC and Individual Defendants

Date: _____, 2025

By: _____

JOSHUA OSTLER
Mortensen & Milne
Attorney for Plaintiff