

ADDENDUM to SETTLEMENT AGREEMENT AND RELEASE

Pursuant to the Settlement Agreement and Release dated _____, 2025, certain payments by the City of San Jose as described in this Addendum. The Parties intend that this Addendum be incorporated into that Settlement Agreement and Release as if set forth fully therein.

1.0 Payment

Pursuant to the terms of the Settlement Agreement and Release, a combination of cash and future periodic payments in the total sum of \$1,000,000.00 will be paid as set forth below on behalf of the City of San Jose to the individuals named below:

- 1.1 Cash payment in the sum of \$490,953.75 will be in the form of a check payable to POINTER & BUELNA, LLP IN TRUST FOR DAVID TOVAR, SR. AND MINORS, who shall provide a W-9 prior to issuance of payment.
- 1.2 The City of San Jose shall pay a check in the amount of \$132,011.57 for **D.T.M.** payable to Mutual of Omaha Structured Settlement Company (MOSSCO) (Tax ID 80-0725213) to fund the Periodic Payments illustrated in Section 2.1 (the “Periodic Payments”). The City of San Jose shall execute a qualified assignment and release of the obligation to make periodic payments to Mutual of Omaha Structured Settlement Company.
- 1.3 The City of San Jose shall pay a check in the amount of \$129,511.57 for **J.M.** payable to Mutual of Omaha Structured Settlement Company (MOSSCO) (Tax ID 80-0725213) to fund the Periodic Payments illustrated in Section 2.2 (the “Periodic Payments”). The City of San Jose shall execute a qualified assignment and release of the obligation to make periodic payments to Mutual of Omaha Structured Settlement Company.
- 1.4 The City of San Jose shall pay a check in the amount of \$129,011.57 for **D.T.** payable to Mutual of Omaha Structured Settlement Company (MOSSCO) (Tax ID 80-0725213) to fund the Periodic Payments illustrated in Section 2.3 (the “Periodic Payments”). The City of San Jose shall execute a qualified assignment and release of the obligation to make periodic payments to Mutual of Omaha Structured Settlement Company.
- 1.5 The City of San Jose shall pay a check in the amount of \$118,511.54 for **D.T.J.** payable to Mutual of Omaha Structured Settlement Company (MOSSCO) (Tax ID 80-0725213) to fund the Periodic Payments illustrated in Section 2.4 (the “Periodic

Payments”). The City of San Jose shall execute a qualified assignment and release of the obligation to make periodic payments to Mutual of Omaha Structured Settlement Company.

2.0 Guaranteed Periodic Payments

- 2.1 The following periodic payments will be made by **United of Omaha Life Insurance Company**:

Payee: D.T.M.

Guaranteed Lump Sum Payment - \$20,000.00 lump sum payment on 1/27/2026
Guaranteed Lump Sum Payment - \$40,000.00 lump sum payment on 1/27/2030
Guaranteed Lump Sum Payment - \$60,000.00 lump sum payment on 1/27/2033
Guaranteed Lump Sum Payment - \$64,445.66 lump sum payment on 1/27/2038
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- 2.2 The following periodic payments will be made by **United of Omaha Life Insurance Company**:

Payee: J.V.

Guaranteed Lump Sum Payment - \$20,000.00 lump sum payment on 4/5/2029
Guaranteed Lump Sum Payment - \$40,000.00 lump sum payment on 4/5/2033
Guaranteed Lump Sum Payment - \$60,000.00 lump sum payment on 4/5/2036
Guaranteed Lump Sum Payment - \$102,587.38 lump sum payment on 4/5/2041

- 2.3 The following periodic payments will be made by **United of Omaha Life Insurance Company**:

Payee: D.T.

Period Certain Annuity - \$1,427.96 monthly beginning 11/29/2029. Payable for 144 months guaranteed. Guaranteed payments through 10/29/1941.

- 2.4 The following periodic payments will be made by **United of Omaha Life Insurance Company**:

Payee: D.T.J.

Guaranteed Lump Sum Payment - \$40,000.00 lump sum payment on 8/27/2039
Guaranteed Lump Sum Payment - \$60,000.00 lump sum payment on 8/27/2043
Guaranteed Lump Sum Payment - \$80,000.00 lump sum payment on 8/27/2046
Guaranteed Lump Sum Payment - \$164,130.24 lump sum payment on 8/27/2051

The future periodic payment amounts outlined in sections 2.1 – 2.4 were calculated based upon a projected periodic payment funding date of June 1, 2025. Any delay in funding the periodic payments may result in a delay of the periodic payment dates or change in the periodic payment amounts that shall be recorded in the settlement agreement and release and qualified assignment document without the need of obtaining an amended Petition/Court Order/New Infants Compromise Order up to 180 days after the original funding date.

3.0 Plaintiffs' Rights to Payments

The City of San Jose and Plaintiffs acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the City or any Plaintiff; nor shall the City or any Plaintiff have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4.0 Plaintiffs' Beneficiaries

4.1 Any payments to be made after the death of Plaintiff D.T.M. pursuant to the terms of Section 2.1 of this Addendum shall be made to the estate of Plaintiff D.T.M., unless otherwise ordered by a court of competent jurisdiction. Upon reaching the age of majority, Plaintiff D.T.M. may alter this designation in writing as described herein. If no person or entity is so designated by Plaintiff D.T.M., or if the persons designated are not living at the time of his death, such payments shall be made to the estate of Plaintiff D.T.M. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made, but in no event shall the request of Plaintiff D.T.M. be unreasonably withheld or denied.

4.2 Any payments to be made after the death of Plaintiff J.M., pursuant to the terms of Section 2.2 of this Addendum shall be made to the estate of Plaintiff J.M., unless otherwise ordered by a court of competent jurisdiction. Upon reaching the age of majority, J.M. may alter this designation in writing as described herein. If no person or entity is so designated by Plaintiff J.M., or if the persons designated are not living at the time of his death, such payments shall be made to the estate of Plaintiff J.M. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made, but in no event shall the request of Plaintiff J.M. be unreasonably withheld or denied.

4.3 Any payments to be made after the death of Plaintiff D.T., pursuant to the terms of Section 2.3 of this Addendum shall be made to the estate of Plaintiff unless otherwise ordered by a court of competent jurisdiction. Upon reaching the age of majority, Plaintiff D.T. may alter this designation in writing as described herein. If no person or entity is so designated by Plaintiff D.T., or if the persons designated are not living at the time of his death, such payments shall be made to the estate of Plaintiff D.T.. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made, but in no event shall the request of Plaintiff D.T. be unreasonably withheld or denied.

4.4 Any payments to be made after the death of Plaintiff D.T.J., pursuant to the terms of Section 2.4 of this Addendum shall be made to the estate of Plaintiff D.T.J., unless otherwise ordered by a court of competent jurisdiction. Upon reaching the age of majority, Plaintiff D.T.J. may alter this designation in writing as described herein. If no person or entity is so designated by Plaintiff D.T.J., or if the persons designated are not living at the time of his death, such payments shall be made to the estate of Plaintiff D.T.J.. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made, but in no event shall the request of Plaintiff D.T.J. be unreasonably withheld or denied.

5.0 Consent to Qualified Assignment

5.1 Plaintiffs acknowledge and agree that the City of San Jose shall make a “qualified assignment,” within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the liability to make the Periodic Payments set forth in Sections 2.1 – 2.4 of this Addendum to Mutual of Omaha Structured Settlement Company (the “Assignee”). The Assignee’s obligation for payment of the Periodic Payments shall be no greater than that of the City of San Jose (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

5.2 Such assignments, when made, shall be accepted by Plaintiffs without right of rejection and shall completely release and discharge the City of San Jose and any additional released parties from the Periodic Payments obligation assigned to the Assignee. Plaintiffs recognize that, upon such assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of San Jose and any additional released parties shall thereupon become final, irrevocable and absolute.

6.0 Right to Purchase an Annuity

The City of San Jose, itself or through the Assignee, shall fund the liability to make the Periodic Payments outlined in Sections 2.1 – 2.4 of this Addendum through the purchase of an annuity policy from the Annuity Issuer United of Omaha Life Insurance Company (the “Annuity

Issuer”). Upon the making of the Qualified Assignment described in Section 5, tThe Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee shall have Annuity Issuer mail payments directly to each Plaintiff. Each Plaintiff shall be responsible for maintaining a current mailing address for the Plaintiff with the Assignee.

7.0 Discharge of Obligation

The obligation assumed by the Assignee with respect to any Periodic Payment shall be discharged upon the mailing of a check (or electronic funds transfer) on or before the due date of a valid payment in the amount specified, to the Payee’s address of record (or bank account of record). In the event a Plaintiff notifies the Assignee that a check has not been received (or that an electronic transfer has not been deposited), the Assignee will promptly initiate a stop payment action, and, upon confirmation that such check has not been negotiated (or electronic funds transfer deposited), such Assignee shall promptly issue a replacement check (or electronic funds transfer).