

SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Ivana Lebron (“Plaintiff” or “Lebron”), on behalf of herself and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the PAGA Affected Employees”), and Defendant Sycamore Healthcare Associates (“Defendant” or “Sycamore”) (collectively the “Parties”), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section I or elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on March 30, 2020, Plaintiff notified the Labor Workforce Development Agency (“LWDA”) of her intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”);

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate her claims as required by the Labor Code;

WHEREAS, the LWDA took no action in response to Plaintiff’s notice;

WHEREAS, on or about June 5, 2020, Plaintiff filed a Complaint in the Superior Court of California, Contra Costa County, on behalf of the State of California, herself, and other allegedly-aggrieved employees against Sycamore alleging (1) Plaintiff’s individual claims for unpaid overtime wages, failure to pay reporting time pay, waiting time penalties and inaccurate wage statements, and (2) PAGA claims related to unpaid overtime wages, failure to pay reporting time pay, improper and inaccurate wage statements, waiting time penalties, failure to timely pay wages during employment, and missed meal and rest periods (hereafter referred to as “Action”);

WHEREAS, the Parties engaged in formal and informal discovery, including the exchange of pertinent documents and information;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the Claims described in the pleadings in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. “Action” means the case entitled *Ivana Lebron v. Sycamore Healthcare Associates and Does 1 through 10*, pending in the Superior Court of the State of California for the County of Contra Costa (“Court”), Case No. CIVMSC20-00981.

2. “Gross Settlement Amount” means the amount of One Hundred Twenty-Seven Thousand and Five Hundred Dollars (\$127,500.00) that Defendant will pay if the Court approves this Settlement. The Gross Settlement Amount will be used to pay: (a) the PAGA Settlement Fund to the LWDA and PAGA Affected Employees; (b) Plaintiff’s individual settlement amount; (c) Plaintiff’s attorney’s fees and costs; and (d) Settlement Administration Costs.

3. “Effective Date” means the date this Settlement is approved by the Court.

4. “Notice” means the form of notice that will be sent to each PAGA Affected Employee accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

5. “PAGA Affected Employees” means Plaintiff and all California non-exempt employees of Sycamore who worked at least one pay period at any time during the Settlement Period.

6. “PAGA Affected Employees List” means the list of full names, most recent mailing addresses, Social Security numbers, and number of pay periods worked as a California non-exempt employee during the Settlement Period, which Sycamore will diligently and in good faith compile from its records.

7. “PAGA Settlement Fund” means the amount from the Gross Settlement Amount that is allocated to pay the LWDA and PAGA Affected Employees, as part of the resolution of the claims in the Action. Seventy-five percent (75%) of the PAGA Settlement Fund will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Affected Employees.

8. “PAGA Released Claims” means any and all PAGA claims alleged in the Action, including alleged wage statement violations, unpaid overtime wages, failure to pay reporting time pay, failure to timely pay wages during employment and when employment ends, and missed meal and rest periods. Released Claims specifically includes (a) penalties pursuant to PAGA for alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code Section 226, unpaid overtime wages pursuant to California Labor Code Sections 510 and 1194, failure to pay reporting time pay under pursuant to California Labor Code Section 1198, failure to timely pay wages during employment and when employment ends pursuant to California Labor Code Sections 201-204, and missed meal and rest periods pursuant to California Labor Code Sections 226.7 and 512; and (b) that Defendant is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Affected Employees. The release of the Released Claims shall be effective as to the Settlement Period.

9. “Plaintiff’s Individual Released Claims” means any and all claims, demands, rights, liabilities and causes of action of any kind or nature, known or unknown, arising prior to or through the date Plaintiff executes this Agreement, including, but not limited to, any claims, demands, rights, liabilities and causes of action arising or having arisen out of or in connection with Plaintiff’s alleged employment or termination of employment with Defendant. Plaintiff also releases and waives any claim or right to further compensation, benefits, damages, penalties, attorneys’ fees, costs or expenses of any kind from Defendant or any of the other Released Parties, except the settlement benefits described in this Agreement. This release specifically includes, but is not limited to, a release of any and all claims pursuant to the California Labor Code; California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the Rehabilitation Act of 1973; the Reconstruction Era Civil Rights Acts, 42 U.S.C. §§ 1981-1988; the Civil Rights Act of 1991; the Americans with Disabilities Act; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; state or federal family and/or medical leave acts; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Retirement Income Security Act of 1974; and any other federal, state or local laws or regulations of any kind, whether statutory or decisional. This release also includes, but is not limited to, a release of any claims for unpaid overtime wages, inaccurate wage statements, failure to timely pay final wages, failure to pay reporting time pay, wrongful termination and breach of contract. Notwithstanding any of the foregoing, and without in any way limiting the scope of this Release, it is understood that this Release is not intended to apply to any claim or claims for benefits under the California Workers’ Compensation Act, except for claims of discrimination under Labor Code section 132a. Nothing in this agreement should be construed to prevent Plaintiff from meeting his/her obligations under the law, or to release claims that cannot be released under federal or state law. This release covers claims that Plaintiff knows about as well as those she may not know about, and both liquidated and unliquidated claims. Plaintiff expressly waives and relinquishes all rights and benefits pursuant to California Civil Code Section 1542, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542 that reads:

Section 1542. [GENERAL RELEASE- CLAIMS EXTINGUISHED.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. “Released Parties” means Defendant Sycamore Healthcare Associates and its predecessors, merged entities, subsidiaries, affiliates, parents, and attorneys, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and agents, and each of their past, present, and future, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers.

11. “Settlement Administrator” means Phoenix, a third-party settlement claims administrator that the Parties will ask the Court to appoint for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement

Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

12. “Settlement Administration Costs” means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the Settlement, and to which the Parties allocate Two Thousand Five Hundred Dollars (\$2,500.00).

13. “Settlement Approval Order and Judgment” means the settlement approval order and judgment that will be entered by the Court.

14. “Settlement Fund Account” means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

15. “Settlement Period” means the period from March 30, 2019 through October 20, 2020.

16. “Void Date” means the 181st day after issuance of Individual Settlement Payment checks to PAGA Affected Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the PAGA Letter and Complaint. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement, Defendant will pay the Gross Settlement Amount of One Hundred and Twenty-Seven Thousand and Five Hundred Dollars (\$127,500.00). All amounts to be paid by Defendant shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

- a. Plaintiff’s Payment. In full satisfaction of her individual claims, excluding her attorney’s fees and costs, the Parties agree that Defendant will pay Plaintiff Twenty-Five Thousand Dollars (\$25,000.00).
- b. PAGA Settlement Fund. The Parties agree that Defendant will pay a total of Fifty Thousand Dollars (\$50,000.00) to PAGA Affected Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor

Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Complaint in the Action with respect to PAGA Affected Employees, excluding attorney's fees and costs. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Fund will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Fund will be paid to all PAGA Affected Employees pursuant to the calculation method set forth in section C(13) below.

- c. Settlement Administration Costs. Defendant shall pay for third-party administration fees that are necessary to administer the Settlement up to a maximum payment of Two Thousand Five Hundred Dollars (\$2,500.00).
- d. Attorney's Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorney fees and costs arising out of the Action, including Plaintiff's individual claims and the PAGA claims, the Parties agree that Defendant will pay Plaintiff's Counsel (Kevin Woodall of Woodall Law Offices) Fifty Thousand Dollars (\$50,000.00).

3. PAGA Affected Employees' Release. Upon the Effective Date and Defendant's payment of the Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California, and all PAGA Affected Employees, releases the Released Parties from the PAGA Released Claims. This release shall be effective for the Settlement Period, from March 30, 2019 through October 20, 2020.

4. Plaintiff's Individual Release. Upon the Effective Date and Defendant's payment of the Gross Settlement Amount, Plaintiff releases the Released Parties from Plaintiff's Individual Released Claims.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Affected Employees to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Affected Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any PAGA Affected Employee or by any entity or agency to intervene in this matter or object to/opt-out of this settlement.

3. LWDA Notice. Pursuant to California Labor Code § 2699(l), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff's Counsel will also file a declaration in support of her motion for Settlement Approval confirming that he has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(l).

4. Judgment and Continued Jurisdiction. After entry of the Final Approval order and judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. Upon approval of the Court, Plaintiff will retain the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating payments to PAGA Affected Employees and the State of California; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Affected Employee; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing Plaintiff's individual settlement amount; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Settlement Fund; printing and providing PAGA Affected Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; distributing the amount of voided checks to the cy pres recipients, and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel or any PAGA Affected Employee until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Affected Employee List. Within seven (7) calendar days following the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Affected Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Affected Employees' sensitive personal information is included in the PAGA Affected Employee List, the Settlement Administrator shall maintain the PAGA Affected Employee List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Affected Employee List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Affected Employee List for administration of this Settlement.

7. Funding of the Settlement. Within ten (10) calendar days following the Effective Date, Defendant shall fund the Settlement by delivering the funds to the Settlement Administrator.

8. Payment of Plaintiff's Individual Settlement. Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account Plaintiff's Individual Settlement Amount, and Plaintiff agrees to provide the Settlement Administrator with executed IRS Forms W-4 and W-9 before payment of Plaintiff's Individual Settlement Amount. Of Plaintiff's Individual Settlement Amount of \$25,000, (a) \$2,000 shall be designated as unpaid wages, for which an IRS Form W-2 shall be issued to Plaintiff, and (b) \$23,000 shall be designated as penalties, interest and general damages, for which an IRS Form 1099 shall be issued to Plaintiff.

9. Payment of Attorney's Fees and Attorney's Costs. Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Attorney's Fees and Costs, and Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorney's Fees and Costs are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made to him pursuant to this paragraph.

10. Settlement Administration Costs. Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within fourteen (14) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

12. Individual Settlement Payments. Within fourteen (14) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments based on the twenty-five percent (25%) of the PAGA Settlement Fund to PAGA Affected Employee's last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Affected Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Affected Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall revert to *cy pres* recipients in accordance with Civil Code section 384 (twenty-five percent to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, twenty-five percent to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch, and fifty-percent to a mutually acceptable nonprofit organization or foundation that will advance the objectives and purposes of the Action.

13. Calculation of Individual Settlement Payments. All PAGA Affected Employees will receive an Individual Settlement Payment. The amount of each PAGA Affected Employee's Individual Settlement Payment will be calculated based on the total number of pay periods each PAGA Affected Employee worked as a non-exempt employee in California during the Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by PAGA Affected Employees as a non-exempt employee in California during the Settlement Period. Twenty-five percent (25%) of the PAGA Settlement Fund will then be divided by the total number of pay periods worked by PAGA Affected Employees as non-exempt employees in California during the Settlement Period to determine the pay period value. The pay period value will be rounded to the nearest cent. If there are any settlement funds remaining in the Settlement Fund Account due to rounding the pay period value to the nearest cent, those funds will be paid to the LWDA in addition to the LWDA's seventy-five percent (75%) share of the PAGA Settlement Fund. The Individual Settlement Payment to each PAGA Affected Employee will be determined by multiplying the pay period value and the total number of pay periods worked by each PAGA Affected Employee as non-exempt employees in California during the Settlement Period.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Affected Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The Parties shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Affected Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Defendant, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party")

and each Party to this Settlement Agreement other than the Acknowledging Party, an “other Party”) acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

4. No Pending Lawsuits By Plaintiff. Other than this Action and the aforementioned PAGA letter, Plaintiff represents that she does not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency relating to the Released Claims. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court’s Settlement Approval order.

5. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties’ settlement terms related to the Action, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

7. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

8. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons

signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

9. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11. California Law Governs. All terms of this and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Electronic signatures (e.g., Docu-signed signatures) shall not be used to execute this Settlement Agreement; rather, actual ink signatures shall be used to execute this Settlement Agreement.

13. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

14. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

15. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

16. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

18. Attorney's Fees and Costs to Enforce Agreement. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover from the other party their attorney's fees and costs, including expert witness fees. The Parties shall otherwise bear their own attorney's fees and costs, except as outlined expressly and provided for herein.

19. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

20. Publicity. The Parties agree that Plaintiff and Plaintiff's Counsel will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The Parties and their respective counsel also agree not to publish the fact of, or terms of, this Settlement or any related information on their website (other than general information that does not list the Parties names), for advertising purposes and/or in publication materials generally available to the public.

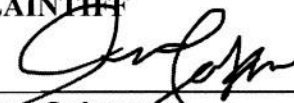
21. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:	To Defendant:
Kevin Woodall, Esq. WOODALL LAW OFFICES 100 Pine Street, Suite 1250 San Francisco, CA 94111	Jose-Manuel de Castro DE CASTRO LAW GROUP, P.C. 7590 N. Glenoaks Blvd., Suite 201 Los Angeles, CA 91504

It is hereby agreed.

Dated: 10/23/2020

PLAINTIFF



Ivana Lebron

**SYCAMORE HEALTHCARE
ASSOCIATES**

Dated: _____

By: _____

Its: _____

Approved as to form:

Dated: 10/23/2020

WOODALL LAW OFFICES



Kevin Woodall
Attorney for Plaintiff Ivana Lebron

Approved as to form:

Dated: _____

DE CASTRO LAW GROUP, P.C.

Jose-Manuel de Castro
Attorney for Defendant Sycamore
Healthcare Associates

It is hereby agreed.

PLAINTIFF

Dated: _____

Ivana Lebron

**SYCAMORE HEALTHCARE
ASSOCIATES**

Dated: 10/26/2020

By: 

Its: CEO, Sycamore Healthcare Associates

Approved as to form:

WOODALL LAW OFFICES

Dated: _____

Kevin Woodall
Attorney for Plaintiff Ivana Lebron

Approved as to form:

DE CASTRO LAW GROUP, P.C.

Dated: 10/28/2020


Jose-Manuel de Castro
Attorney for Defendant Sycamore
Healthcare Associates