

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (“Agreement”) is made and entered into by and between Jordan Lewis (“Plaintiff”) and Collabera, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties”.

WHEREAS, Plaintiff resides in California and was employed by Defendant in California;

WHEREAS, Plaintiff filed an “Action” titled Jordan Lewis v. Collabera, Inc., filed in the Superior Court for the County of Riverside, and assigned Case No. CVRI2100133;

WHEREAS, Defendant has denied and continues to deny any and all liability to Plaintiff;

WHEREAS, Plaintiff and Defendant wish to permanently resolve all disputes that exist or may exist between them in the future, arising out of or relating to Plaintiff’s employment with Defendant and the termination thereof, including but not limited to the Action;

WHEREAS, Plaintiff and Defendant understand and agree that neither the making of this Agreement nor anything contained herein, shall, in any way, be construed or considered to be an admission by either party of wrongdoing, guilt, or noncompliance with any federal, state, or local statutes, public policy, common law, or any other wrongdoing whatsoever; and

NOW, THEREFORE, each intending to be legally bound, Plaintiff and Defendant agree as follows:

I

In consideration for the execution of this Agreement by Plaintiff, Defendant agrees to pay the gross total settlement amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (hereinafter referred to as “Settlement Funds”). Payment of the Settlement Funds shall be made payable as follows:

- (a) A check made payable to “Lewis Jordan” in the gross amount of Five Hundred Dollars and Zero Cents (\$500.00), minus any applicable withholdings required by law, for lost wages alleged by Plaintiff. Plaintiff shall receive an IRS Form W-2 following the end of the year for such payment;

- (b) A check made payable to “Lewis Jordan” in the gross amount of One Thousand, Three Hundred and Thirty-Nine Dollars and Zero Cents (\$1,339.00) for any other damages alleged by Plaintiff. Plaintiff shall receive an IRS Form 1099 following the end of the year for such payment and any other payments as required by applicable tax rules or regulations; and
- (c) A check made payable to “Potter Handy, LLP” in the gross amount of Three Thousand, One Hundred, Six-One Dollars and Zero Cents (\$3,161.00) for attorneys’ fees, with no withholdings. Plaintiff’s Counsel shall receive an IRS Form 1099 following the end of the year for such payment.

The Settlement Funds will be delivered to Plaintiff’s Counsel within thirty (30) days of Defendant’s receipt of this executed Agreement along with any necessary tax forms, provided that the Agreement is not revoked by Plaintiff within any revocation period expressly specified in this Agreement (if any). “Plaintiff’s Counsel” means Potter Handy, LLP, whose address is 100 Pine Street, Suite 2150, San Francisco, CA 94102. The necessary tax forms are W-9 forms (rev. October 2018) completed by Plaintiff and Plaintiff’s Counsel.

The documents referenced in the preceding sentence shall be sent to: Michelle A. Patroni via email to mpatroni@martensonlaw.com or by mail to 5800 Armada Drive, Suite 101, Carlsbad, CA 92008.

Within five (5) days of the receipt of the Settlement Funds, Plaintiff agrees to file a Request for Dismissal with Prejudice as to Plaintiff’s individual claims, and a Request for Dismissal without Prejudice as to the representative claims for the similar situated aggrieved employees Plaintiff sought to represent in this action, and send a confirmation of these filings to Defendant. Plaintiff represents that Plaintiff has not filed any lawsuit or initiated any proceedings against Defendant other than the Action.

II

For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Plaintiff hereby knowingly and voluntarily releases and forever discharge, both jointly and severally, Defendant, its corporate parent and affiliates, its current and former officers, directors, employees and clients, and their shareholders, attorneys, servants and agents, together with their successors and assigns (hereinafter collectively referred to as the “Releasees”) from any and all actions, causes of

action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity (hereinafter collectively referred to as “claims”), whether known or unknown, which Plaintiff ever had, now has, or may or might in the future have against the Releasees, arising out of events or occurrences which arose at or before the effective date of this Agreement, including, but not limited to: (i) those claims arising out of or in any way connected with the circumstances surrounding the Lawsuit; (ii) those claims arising out of the employment relationship which existed between Plaintiff and Defendant and/or the termination of that relationship; (iii) those claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*, the Older Workers’ Benefit Protection Act of 1990, 29 U.S.C. § 626(f), *et seq.*, and/or the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*; (iv) those claims arising under California laws regarding AIDS protection, including Cal. Health & Safety Code 120980; (v) those claims arising under California’s Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et seq.*; (vi) those claims arising under the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.*; (vii) those claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, and/or any other applicable state fair employment practices statute, and/or any ordinance promulgated by any county, municipality, or other state subdivision, including but not limited to the California Fair Employment and Housing Act, Cal. Gov’t. Code, §§ 12900 *et seq.*, as amended, California’s Unruh Civil Rights Act, Cal. Civil Code, §§ 51 *et seq.*, as amended, and California laws pertaining to discrimination in public works codified at Cal. Labor Code, §§ 1735 and 1777.6, as amended by Ch. 913, L. 1992; (viii) those claims arising under the Equal Pay Act of 1963, 29 U.S.C. §§ 206, *et seq.* and/or the California Equal Pay Law, Cal. Labor Code, §§ 1197.5 *et seq.*; (ix) those claims arising under the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.*, including, but not limited to, claims regarding salary, wages, overtime, severance pay and accrued time, and any other benefits; (x) those claims arising under the National Labor Relations Act, 29 U.S.C. §§ 151, *et seq.* and any state and/or local labor management relations laws including, but not limited to, Cal. Lab. Code § 98.6; (xi) those claims arising under the Fair Labor Standards Act, and any other applicable state and local wage and hour statutes; (xii) those claims arising under the Worker Adjustment and Retraining Notification Act and/or Cal. Labor Code §§ 1400 *et seq.*; (xiii) those claims arising under the Family and Medical Leave Act, the Moore-Brown-

Roberti Family Rights Act/California Family Care and Medical Leave Law, Cal. Gov't. Code, §§ 12945.1 *et seq.* and 19702.3, the California Parental Leave Law, Cal. Labor Code, §§ 230.7 *et seq.* and/or California's Paid Sick Leave Law, Cal. Labor Code, §§ 233 and 234 and/or any local family leave laws; (xiv) those claims arising under Cal. Labor Code §§ 201, 201.5, 202, 203, 204, 205.5, 210, 218.5, 223, 226, 226.3, 226.6, 226.7 227.3, 432.5, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.* (*i.e.*, the Private Attorney General Act of 2004), 2750.5, 2802, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (*i.e.*, the Unfair Business Practices Act), and Cal. Bus. & Prof. Code §§ 17500 *et seq.*; (xv) those claims arising under Cal. Lab. Code § 432.7 (regarding arrest and/or conviction records); (xvi) those claims arising under the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A *et seq.*, the Whistleblower Protection Act of 1989, 5 U.S.C. § 1201 (2000) *et seq.* and/or any other state or federal retaliation and/or whistleblower protection statute, act, regulation or provision, including but not limited to, Cal. Labor Code § 1102.5, § 432.2, California's laws regarding Health and Safety Complaints, Cal. Lab. Code §§ 6310 and 6311 *et seq.*, California's Hazardous Substances Information and Training Act, Cal. Lab. Code § 6399.7 and California's Strategic Lawsuit Against Public Participation; (xvii) those claims arising under any federal or state handicap or disability discrimination act, regulation or executive order; (xviii) those claims for retaliatory or wrongful discharge of any kind, including, but not limited to, workers' compensation retaliation; (xix) those claims for intentional or negligent infliction of emotional distress or outrageous conduct; (xx) those claims for breach of duty, misrepresentation, fraud, negligence (including but not limited to negligent hiring, training, retention, and/or supervision), libel, slander, defamation or tortious conduct of any kind; (xxi) those claims for interference with business relationships, contractual relationships, or employment relationships of any kind; (xxii) those claims for breach of duty and/or the implied covenant of good faith and fair dealing; (xxiii) those claims for interference with and/or breach of contract (express or implied, in fact or in law, oral or written); (xxiv) those claims arising under or in reliance upon any statute, regulation or ordinance (local, state, or federal); (xxv) those claims arising under California public policy including, but not limited to any policies articulated in Cal. Labor Code §§ 43 *et seq.* and/or 923 *et seq.*; and (xxvi) any and all other claims which Plaintiff ever had, now have, or may or might in the future have arising by reason of or in any way connected with any employment relationship which may

have existed prior to or on the date hereof between Plaintiff and Defendant and/or the termination of that relationship. This release does not apply to any claim which as a matter of law cannot be released, including but not limited to, claims for unemployment insurance benefits and workers' compensation claims.

III

Plaintiff further acknowledges and covenants that, in consideration for the agreements and commitments set forth in Paragraph I hereof, Plaintiff has knowingly relinquished, waived and forever released any and all damages and remedies which might otherwise be available to Plaintiff, including, without limitation, claims for contract or tort damages of any type, claims for legal or equitable relief under either federal or state statutory and common law, claims for backpay, reinstatement and recovery of attorneys' fees and/or costs, and the right to be a member in any class in any lawsuit or administrative action arising out of Plaintiff's employment with Defendant. The Parties further acknowledge and agree that, except as expressly set forth in Paragraph I above, the Parties to this Agreement will bear his and its own costs and attorney's fees. Plaintiff further warrants that as of the time of execution of this Agreement, Plaintiff has not assigned or transferred any claims of any nature that Plaintiff would otherwise have against the Releasees. Plaintiff acknowledges that nothing in this Agreement prevents Plaintiff from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Occupational Health and Safety Administration ("OSHA"), or another state or federal agency (hereinafter "Government Agency") or cooperating in any investigation or proceeding conducted by such a Government Agency. However, Plaintiff understands and agrees that, if Plaintiff files a charge or complaint with such a Government Agency, or if the government agency independently pursues any relief on behalf of Plaintiff, Plaintiff is, to the extent permissible by law, hereby waiving his right to recover monetary damages or injunctive relief specific to Plaintiff. Notwithstanding any other provision contained herein, nothing in this Agreement shall limit Plaintiff's ability to accept any reward or incentive pursuant to a government-administered whistleblower program. Moreover, nothing in this Agreement shall be construed as a waiver of any right which, by law, cannot be waived.

IV

Plaintiff further understands and agrees that as a condition of this Agreement, in connection with the general release set forth above in Paragraph II, Plaintiff waives any rights Plaintiff may have under Section 1542 of the Civil Code of the State of California. That Section reads as follows:

§ 1542. [Certain claims not affected by general release.] 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.

Notwithstanding the provision of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Releasees, and each of them, Plaintiff expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor against any of the Releasees at the time of their execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

V

Plaintiff further acknowledges and covenants not to sue the Releasees, or to participate or aid in any way in any suit or proceeding or to execute, seek to impose, collect, or recover upon, or otherwise enforce or accept any judgment, decision, award, warrant or attachment upon any claim released by Plaintiff herein. Plaintiff also acknowledges and covenants that Plaintiff understands that after signing this Agreement, Plaintiff cannot proceed against any person or party mentioned in it with respect to or on account of any of the matters referred to in it. Plaintiff further agree they will take whatever steps are necessary to ensure the Action is dismissed without prejudice and returning a copy to Defendant's Counsel, Michelle A. Patroni at mpatroni@martensonlaw.com within five (5) days of Plaintiff's Counsel's receipt of the Settlement Funds.

VI

Plaintiff hereby acknowledges Plaintiff has obtained no advice from Defendant or any of the Releasees, and that neither Defendant, nor its attorneys, have made any representation regarding the tax consequences, if any, of Plaintiff's receipt of the Settlement Funds. Except for those taxes and withholdings that Defendant is required to pay by applicable law, Plaintiff hereby agrees Plaintiff is solely responsible for the payment of all taxes and other related contributions, if any, due as a result of Settlement Funds paid by Defendant pursuant to this Agreement, and that Plaintiff agrees to hold harmless Defendant against any and all claims which may be asserted by any taxing or other government authority for taxes, withholding taxes, employer contributions, penalties, and any other assessment that may be asserted or levied by any tax or other government authority arising from or relating to the payment of the Settlement Funds to Plaintiff.

VII

Plaintiff and Plaintiff's counsel further covenant that they shall make no disclosure of any kind concerning this Agreement and the sums paid as consideration hereof to any person, persons or organization other than a spouse, to a court in the event of an alleged breach, or as required by a court of law (e.g., by virtue of a validly issued subpoena), or to their attorney, accountant or tax advisor, and then only to the extent necessary to prepare the federal, state or local tax returns or other documents required by law to be filed. While not limiting the generality of the foregoing, "disclosure" includes a statement, written or oral, to any person, newspaper, magazine, radio, television station or publishing company. Plaintiff further agrees that if Plaintiff is asked about Plaintiff's claims or about this Agreement, Plaintiff will state "The case is over."

VIII

Plaintiff agrees Plaintiff will not, orally or in writing, publicly or privately, post, publish, make or express any comment, view, or opinion which criticizes, is adverse to, brings disrepute in the eyes of the public, defames, derogates or disparages Defendant, or any officers, employees, or agents, nor shall Plaintiff authorize any agent or representative to make or express any such comment, view, or opinion. ***Nothing in this Agreement prevents or restricts the disclosure of factual information described in California Civil Procedure Code § 1001, et seq.***

IX

Notwithstanding the provisions of Paragraphs III, VII and VIII, above, or any other language in this Agreement, nothing in this Agreement is intended to or shall prevent, impede or interfere with Plaintiff's non-waivable right, without prior notice to Defendant, to provide information to the government, participate in investigations, file a complaint, testify in proceedings regarding Defendant's past or future conduct, or engage in any future activities protected under federal, state or local law, including whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. Solely in connection with such reporting, or in connection with a charge, complaint or investigation as contemplated in Paragraph III, above, Plaintiff may disclose confidential information, in confidence, to a government agency or to an attorney to address possible violations of law; however, any disclosure of confidential information must be in good faith and effectuated in a manner that prevents the dissemination of confidential information beyond those persons necessary to make the report or filing, such as filing the confidential information under seal and otherwise preventing it from being publicly disclosed. While Plaintiff is encouraged to bring any such possible violation to the attention of Defendant, Plaintiff does not need the prior authorization of Defendant to make any such reports or disclosures to these entities. To the extent Plaintiff chose to report a possible violation directly to Defendant, that report should be made to legal@collabera.com with Attention to General Counsel. Defendant employees have the right to engage in legally protected activity.

X

The Parties agree and covenant that they have carefully reviewed, studied, and thought over the terms of this Agreement, and that all questions concerning this Agreement have been answered to their satisfaction. The Parties further represent and agree that they were advised and encouraged, prior to their execution of this Agreement, to discuss and review all aspects of this Agreement with their private attorney and that they have, to the extent they wished to do so, availed themselves of this opportunity.

XI

It is also understood and agreed that this Agreement is executed by the Parties voluntarily and is not based upon any representations or statements of any kind made by the

other Party or any of its representatives as to the merits, legal liabilities, or value of any current or potential claims which Plaintiff may have. The Parties also acknowledge that no promise or inducement for this Agreement has been offered or made, except as herein set forth, and this Agreement contains the full terms of the agreement between Plaintiff and Releasees.

XII

It is further understood and agreed that this Agreement is entered into voluntarily by the Parties, that this settlement is a compromise of disputed claims and that the payment conferred herein is not to be construed as an admission of liability on the part of the persons, corporations, and entities hereby released, by whom liability is expressly denied.

XIII

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, assigns, successors, beneficiaries, employees and agents, and all other persons asserting claims by, on behalf of, or through Plaintiff based or founded upon any of the claims released herein. The Parties acknowledge that this Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced, and governed under the laws of said State. All terms of this Agreement shall inure to the benefit of the Releasees and their predecessors, successors, and assigns.

XIV

The Parties covenant that they will indemnify the Releasees, including Plaintiff, for all damages, including attorneys' fees, resulting from any Parties' breach of any provision of this Agreement, including without limitation the non-disparagement and confidentiality pledges set forth above in Paragraphs VII and VIII. Moreover, should any Party prove in a court of competent jurisdiction that the other Party have breached the covenants contained in Paragraphs VII and/or VIII above, the breaching party shall be required to reimburse Defendant the amount of Five Hundred Dollars and Zero Cents (\$500.00) per occurrence as liquidated damages, in addition to any other damages or other relief to which the non-breaching Party may be entitled.

XV

Should any word, phrase, clause, sentence, or paragraph of this Agreement be deemed unenforceable by a competent court of law, the enforceability of the remainder of the Agreement shall be unaffected.

XVI

Plaintiff acknowledges and agrees that, should Plaintiff fail or refuse to execute this Agreement, all obligations of Defendant, including the obligation to pay the sums referenced in Paragraph I as set forth herein, shall be entirely null, void, and of no effect.

XVII

This Agreement constitutes the entire agreement between Plaintiff and the Releasees pertaining to the subjects contained herein and supersedes any and all prior and/or contemporaneous agreements, representations or understandings, written or oral. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except in writing duly executed by Plaintiff and an authorized representative of Defendant. This Agreement is intended fully, completely and forever to resolve all disputes based upon events, omissions or acts occurring on or prior to its execution, as well as all other issues or claims in any way arising out of, or connected with, the prior employment of Plaintiff with Defendant and/or Plaintiff' separation from that employment.

Dated: 09/15/2022, 2022

By: 

Lewis Jordan

For Collabera, Inc.

Date: September 16, 2022

By: 

Name: Killol Amin
Title: General Counsel

