

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by and between Defendant MARVEL MEDICAL STAFFING LLC (hereinafter referred to as "Defendant"), on the one hand and ROSA NEHMELMAN (hereinafter referred to as "Plaintiff") on the other hand.

RECITALS

The parties stipulate as follows:

A. There has arisen between the parties civil litigation concerning, among other things, a claim for damages arising out of the parties' employment relationship (Santa Cruz County Superior Court Case No. 21CV01835, the "Action"). Among other things, Plaintiff claims that Defendant (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide off-duty rest breaks and/or pay missed rest break premiums; (4) failed to provide off-duty meal periods and/or pay meal period premiums; (5) failed to maintain accurate employment records; (6) failed to pay all wages owed within a timely manner; (7) failed to pay all wages due upon termination; (8) failed to reimburse for business expenses; (9) failed to provide complete and accurate wage statements; and (10) UCL violations based on the foregoing. Defendant specifically denies all of Plaintiff's claims and denies that it, or any of its employees, agents or affiliates, did any improper acts whatsoever.

B. Plaintiff and Defendant have fully and finally settled all differences between them, including, but not limited to, those differences described above and now wish to finalize those terms.

C. This Agreement is intended to be a full, complete, and final settlement of each and every civil claim, cause of action, or liability, whether known or unknown, which Plaintiff and Defendant may have, or may have had, against each other, their affiliated or related companies, divisions, officers, directors, agents, successors and assigns, arising out of the employment relationship or employment existing between the parties prior to the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and releases set forth herein, the parties agree as follows:

1. **NO ADMISSION OF LIABILITY.** This Agreement and compliance with this Agreement shall not be construed as any admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violation of the rights of Plaintiff or any other person, violation of any order, law, statute, duty, or contract, or any act of discrimination or harassment or retaliation whatsoever against Plaintiff or any other person. Defendant specifically denies any liability for discrimination against Plaintiff or any other person, and denies violation of any order, law, statute, duty or contract on the part of Defendant, or Defendant's officers, board of directors, agents, supervisors, employees, attorneys or representatives, or related or affiliated companies or entities.

2. **CONSIDERATION.** As consideration for this Agreement, the parties agree as follows:

a. Defendant agrees to pay to Plaintiff the sum of eight thousand dollars (\$8,000.00) (the "Gross Payment") as damages paid for settlement of the disputed claim payable to Rosa Nehmelman. The Gross Payment shall be made in the form of three checks and distributed as follows:

- (a) \$4,197.20 made payable to Rosa Nehmelman for which a 1099 shall be issued;
- (b) \$1,000.00 made payable to Rosa Nehmelman to be paid on a Form W-2 basis to settle her claims for wages (less applicable statutory deductions);
- (c) One check issued to Melmed Law Group P.C. in the amount of \$2,802.80 for attorneys fees and costs.

Within 10 days of the execution of this Agreement, Plaintiff shall file a dismissal of the class claims without prejudice by the superior court. Within 10 days of the superior court's dismissal of the class claims and after the two payees listed above have provided to Defendant's counsel a signed IRS Form W-9, Defendant shall make the payments set forth above by mailing via registered mail all three checks to Plaintiff's counsel at: Jonathan Melmed, 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

Upon payment of the Gross Payment, Plaintiff shall file a dismissal of all individual claims by Plaintiff with prejudice.

3. **MUTUAL RELEASE.**

Except as otherwise provided herein, and notwithstanding the provisions of Section 1542 of the Civil Code of the State of California, Plaintiff hereby irrevocably and unconditionally releases and forever discharges Defendants, their successors, assigns, agents, members, owners, board of directors, agents, supervisors, employees, or related or affiliated companies or entities affiliates, attorneys and all persons acting by, through, under, or in concert with such party ("Released Parties") from any and all charges, complaints, claims, and liabilities of any kind (including attorneys' fees, interest, expenses, and costs actually incurred) or of any nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Plaintiff now has or claims to have or which Plaintiff at any time heretofore had or claimed to have against Defendant, their successors, assigns, agents, board of directors, agents, supervisors, employees, or related or affiliated companies or entities affiliates, or any of the other persons listed in this paragraph including, without limitation, any and all claims related or in any manner incidental to the parties' employment relationship prior to the execution of this Agreement.

Except as otherwise provided herein, and notwithstanding the provisions of Section 1542 of the Civil Code of the State of California, Defendant hereby irrevocably and unconditionally releases and forever discharges Plaintiff and her successors, assigns, attorneys, and agents, and all persons acting by, through, under, or in concert with her from any and all charges, complaints, claims, and liabilities of any kind (including attorneys' fees, interest, expenses, and costs actually incurred) or of any nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Defendant now have or claim to have or which Defendant at any time heretofore had or claimed to have against Plaintiff, her successors, assigns, attorneys, and agents, and all persons acting by, through, under, or in concert with her, or any of the other persons

listed in this paragraph including, without limitation, any and all claims related or in any manner incidental to the parties' employment relationship prior to the execution of this Agreement.

4. **FINAL SETTLEMENT.**

Plaintiff understands and agrees that the release contained in Paragraph 3 of this Agreement shall act as a full and final release of all claims, known or unknown, whether or not ascertained, arising from or relating to the employment relationship between the parties prior to the execution of this Agreement. Plaintiff expressly waives any rights or benefits available under section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5. **AUTHORITY TO EXECUTE AGREEMENT.** Plaintiff represents and warrants that she has the sole right and exclusive authority to execute this Agreement on her behalf, that she understands the nature, quality and effect of signing this Agreement and that she has not sold, assigned, transferred or conveyed or otherwise dispensed of any claim or demand relating to her relationship with Defendant, or any other matter covered by this Agreement.

6. **NO FURTHER ACTION.** Plaintiff represents that she has not filed any other pending complaints, claims, lawsuits, or actions against Defendant, or Defendant's officers, board of directors, agents, members, owners, supervisors, employees, attorneys or representatives, or related or affiliated companies or entities with any state, federal, or local agency, court, or any other forum, alleging any claim, liability, or cause of action against Defendant arising out of the relationship between the parties based upon facts known or unknown which may have occurred prior to the date of this Agreement. Plaintiff further agrees that she shall not, at any time hereafter, commence, maintain or prosecute any action, suit, proceeding, investigation, complaint, claim, grievance or charge with any court, administrative agency, arbitrator or any other body or person, whether Federal, State, contractual or otherwise, or aid or assist others in prosecuting such action, suit, proceeding, investigation, complaint, claim, grievance or charge on her behalf, except in response to governmental agency or court inquiries or as compelled by legal process, against any Released Party, based in whole or in part upon, or arising out of or in any way connected with, any of the claims released or any of the matters referred to in this Agreement. Plaintiff further agrees to indemnify and hold the Released Parties harmless from and against any and all claims, demands, causes of action, damages or liability of any kind, including the cost of defense and reasonable attorneys' fees arising out of or in connection with, any action, suit, proceeding, investigation, complaint, claim grievance or charge commenced, maintained, or prosecuted by her contrary to terms of the Agreement.

Plaintiff agrees upon payment of the amounts set forth above, that Plaintiff has received all wages, bonus, severance, and benefits owed to her by Defendant.

7. **TAX CONSEQUENCES.** It is understood that Defendant makes no warranties or guarantees with respect to the tax consequences, if any, resulting from the payments made under this Agreement. If the Internal Revenue Service or State Franchise Tax Board find

any additional portion of these settlement amounts to be income, or otherwise taxable, Plaintiff agrees to assume all liability for taxes and any costs, fees, interest, assessments, penalties, damages or other losses due to such a determination. Should it be determined by an authorized authority that the Gross Payment, or any portion thereof, should be treated as taxable income, Plaintiff agrees to indemnify Defendant and the Released Parties against any lien, claim or action asserted against the Gross Payment. Defendant makes no representations as to the taxability of the Gross Payment or any portion thereof.

8. **CONFIDENTIALITY & NON-DISPARAGEMENT.** The Parties agree that the terms and conditions of this Agreement shall remain strictly confidential and shall not be disclosed by the Parties or their representatives to any other person; however, the Parties may disclose such terms and conditions to their spouses, their accountants to the extent needed for legal advice or tax reporting purposes, and their attorneys. When releasing this information to any such person, the Parties shall advise the person receiving the information of its confidential nature. The Parties, and anyone to whom the confidential information has been disclosed by or through the Parties, shall not respond to, or in any way participate in or contribute to, any public discussion, notice or other publicity concerning this Agreement. The foregoing restrictions shall not apply to any disclosure by the Parties to any government agency or as otherwise required by applicable law (e.g., the Parties may disclose the terms and conditions of this Agreement if required to do so in response to a duly-issued subpoena, etc.). **If asked about the Settlement herein, each party shall merely state that the action resolved to the satisfaction of the Parties, absent a court order directing disclosure.**

The Parties and their respective attorneys each mutually agree not to disseminate or publish any written, oral or electronically transmitted statement that is, or could reasonably be considered to be, a disparaging statement about the other party to this Agreement, any of the other Released Parties, their services, policies or practices, or any of Defendant's employees, officers, directors, agents, insurers, representatives or attorneys.

Defendant shall respond to any inquiry from prospective employers of Plaintiff only to confirm dates of employment and compensation. In connection with such an inquiry, employer shall not disparage Plaintiff in any way, and will not disparage Plaintiff to any future employers of Plaintiff. Defendant shall not disclose any of the terms of this Agreement or this lawsuit.

For a violation of this Section 8 by Plaintiff, as described above, Plaintiff shall pay Two Thousand Dollars (\$2,000.00) as liquidated damages to Defendant, thereby recognizing that actual damages resulting from a violation would otherwise be impracticable to measure with precision. Defendant seeking to prove a violation of this section shall be entitled to reasonable attorney's fees and costs.

9. **NO INDUCEMENT.** Plaintiff agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by Plaintiff, Plaintiff expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Plaintiff declares and represents that this Agreement is entered into voluntarily and that no promise, inducement or other agreement not expressly contained herein has been made to induce this Agreement.

10. **SUCCESSORS.** This Agreement shall inure to the benefit of each party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present and future.

11. **MODIFICATION.** This Agreement may not be altered, amended or modified in any respect, except by in writing duly executed by the party to be charged.

12. **ATTORNEY'S FEES.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs their costs of suit, reasonable attorney's fees. The "prevailing party" shall be the party who is entitled to recover costs of suit, whether or not the suit ends with a final judgment. This Agreement shall be interpreted and covered under the laws of the State of California.

13. **NON-DISPARAGEMENTT.** The Parties mutually agree that they shall in no way disparage or defame the other Party or the other Party's owners, managers, directors, products, services, policies, practices, financial state, employees, or business reputation to any person or entity or engage in any conduct whatsoever that disrupts, damages, impairs, or interferes with the business reputation of either Party.

14. **SOLE REMEDY.** Without prejudice to any rights or remedies that Plaintiff may hereafter have against Defendant, Plaintiff waives any right she may have for a lawsuit for damages against any shareholder, owner, member director, officer, or employee of Defendant, for any claim, cause of action, damage, costs, or expense, including attorney's fees, arising from, in connection with, or relating to, the terms and provisions of this Agreement or any breach thereof. Any disputes arising out of or related to the construction of this Agreement or any claimed violation of this Agreement after execution of this Agreement shall be submitted by the parties to final, binding and confidential mediation and/or arbitration for resolution in County of Contra Costa.

15. **FAIR READING.** This Agreement is a result of the negotiations between the parties, and will not be construed strictly against or in favor of any party hereto. The parties intend that this Agreement will be given a fair reading and reasonable construction in accordance with the intentions of the parties and without regard to, or aid of Section 1654 of the California Civil Code.

16. **CONSTRUCTION.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neuter genders. The above-stated Recitals are incorporated into this Agreement by this reference.

17. **WAIVER/INVALID PROVISION.** Should any term, clause or provision of this Agreement be found to be waived or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

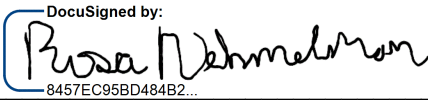
18. **FURTHER ASSURANCES.** The parties each agree to make, execute, and deliver such other documents, and to undertake such other and further acts as may be reasonably necessary to carry out the intent of this Agreement.

19. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Agreement.

20. **COMPLETE AGREEMENT**. This Agreement sets forth the final, complete, and exclusive statement of the parties' agreement concerning their employment relationship. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and of no further force and effect.

21. **LEGAL REPRESENTATION**. The parties represent and acknowledge that each of them is represented by legal counsel with respect to this Agreement and all matters covered by or related to this Agreement. Each party has been fully advised with respect to all rights which are affected by this Agreement, has carefully read, and fully understands all the provisions of this Agreement, and voluntarily enters into this Agreement. The parties shall bear their own costs and attorneys' fees.

Each party, having read, understood, and agreed to be bound by the terms and conditions of this Agreement, do hereby execute said Agreement by affixing their signatures hereto. This Agreement shall be effective on the date last written below.

Signature:  Date: 11/12/2021
Rosa Nehmelman

Signature:  Date: 11/30/2021
Marvel Medical Staffing LLC

By:  Kelly Klein