

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) is entered into by and between Matthew Grimshaw (“Plaintiff”) and Medic Ambulance Service, Inc. (“Defendant”). The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

- a. Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from September 2020 through March 2021;
- b. Plaintiff filed an initial letter with the Labor Workforce Development Agency on October 27, 2021 (“LWDA Letter”);
- c. On January 6, 2022, Plaintiff brought an action concerning Plaintiff’s employment with Defendant, alleging failure to provide meal periods and meal period premiums, failure to provide rest breaks and rest break premiums, failure to provide accurate wage statements, and failure to provide all wages due at separation, on behalf of the State of California as a representative under the Private Attorneys’ General Act (“PAGA”), which is pending as *Matthew Grimshaw v. Medic Ambulance Service, Inc.*, Sacramento Superior Court (the “Court”) Case No.: 34-2022-00313600 (the “Action”). In the Action, Plaintiff prays for civil penalties, attorneys’ fees, interest and costs;
- d. There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff individually has or may have against Defendant as of the date of Plaintiff’s execution of this Settlement Agreement. No PAGA claims on behalf of the State of California or any other employees shall be effected or released by this Settlement Agreement.

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration/Indemnification for Tax Consequences.**

a. In consideration for signing this Settlement Agreement and complying with its terms, Plaintiff will be paid the total gross sum of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), (the “Settlement Sum”) which will be paid on behalf of the Released Parties as follows:

- 1) as compensation for alleged lost and unpaid wages, the gross sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00), of the Settlement Sum, less applicable payroll/tax withholdings, made payable to “Matthew Grimshaw,” said amount to be reported by Defendant on an IRS Form W-2 to Plaintiff;

- 2) as compensation for penalties, interest, and non-wage damages, the sum of ELEVEN THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$11,100.00), of the Settlement Sum, made payable to "Matthew Grimshaw," said amount to be reported by Defendant on an IRS Form 1099-MISC to Plaintiff; and
- 3) as compensation for alleged attorneys' fees and costs, the sum of THIRTEEN THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$13,400.00), of the Settlement Sum, made payable to "Gaines & Gaines, APLC" said amount to be reported by Defendant on IRS Form 1099-MISC's to both Plaintiff and Gaines & Gaines, APLC ("Plaintiff's Counsel").

b. The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and other alleged Labor Code violations, and that the consideration set forth in Section 3(a) above includes a good faith, reasonable compromise, and settlement regarding such claims.

c. Plaintiff agrees to indemnify and hold the Released Parties harmless for the amount of any taxes, penalties, or interest Plaintiff may owe that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority's determination that Defendant or any of the other Released Parties was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff's Counsel pursuant to Section 3 of this Settlement Agreement. Plaintiff agrees that Plaintiff shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Defendant or any of the other Released Parties of the assessment of such taxes, penalties, or interest.

4. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3.a, above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. **Disbursal of Settlement Funds/Dismissal of Action.**

a. The Settlement Sum will be paid within fourteen (14) calendar days from the date CDF Labor Law LLP ("Defendant's Counsel") receives all of the following: (i) the Settlement Agreement bearing the dates and signatures of Plaintiff and Plaintiff's Counsel; and (ii) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Plaintiff and Plaintiff's Counsel; Defendant shall make available to Plaintiff's Counsel the sums described more fully in Section 3.a above. If the date by which the payment described more fully herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

b. The Settlement Sum checks will be mailed to Alex P. Katosfsky, Gaines & Gaines, APLC, 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

c. Within seven calendar days of receipt of the Settlement Sum checks, Plaintiff and Plaintiff's Counsel will take all necessary steps to effectuate a dismissal of the Action, as follows: (1) dismissal, with prejudice, of all of Plaintiff's individual claims alleged in the Action, and (2) dismissal, without prejudice, as to the representative portion of Plaintiff's Private Attorneys General Act (PAGA)

claim. The Parties understand and agree that the dismissal with prejudice will preclude Plaintiff from later asserting individual claims under the PAGA and from seeking to recover civil penalties on behalf of himself pursuant to PAGA.

6. **General Release, Claims Not Released and Related Provisions.**

a. **Released Parties.** “Released Parties” means (i) Medic Ambulance Service, Inc. (“Defendant”); (ii) each of Defendant’s past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

b. **General Release of Claims.** Effective upon payment of the Settlement Sum, Plaintiff, individually and on behalf of Plaintiff’s heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Released Parties, to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, suits, debts, dues, sums of money, damages, judgments, executions, claims and demands whatsoever, whether individual or collective, in law or in equity, known or unknown, foreseen or unforeseen which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement.

To the fullest extent permissible under the law, the foregoing release includes, but is not limited to, any type of claim based on (1) any California state law, (2) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, (3) the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981 *et seq.*, (4) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*, (5) the Family and Medical Leave Act, as amended, 29 U.S.C. §§ 2601 *et seq.*, (6) the Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(a) *et seq.*, (7) any other state, federal, and local law, regulation and ordinance dealing with discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right or participating or engaging in any activity, (8) the Employee Retirement and Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 *et seq.*, (9) the Occupational Safety and Health Act, as amended, (k) the Fair Labor Standards Act, 29 U.S.C. §§201, *et seq.*, (10) the Sarbanes-Oxley Act of 2002, as amended, 18 U.S.C. 1514A, (11) the Consolidated Omnibus Reconciliation Act, (12) the Health Insurance Portability and Accountability Act, (13) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), 29 U.S.C. §§ 1001 *et seq.*, (14) the Worker Adjustment and Benefit Protection Act of 1990, as amended, 29 U.S.C. §§ 2101 *et seq.*, (15) for any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, liable, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Company’s employment policies or practices, employee handbooks and/or any statements by any employee or agent of Company whether oral or written; (16) for reinstatement, back pay, bonus, attorneys’ fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind; (17) any and all of Plaintiff’s individual claims alleged in the Action; (18) all claims in any way arising out of, relating to or resulting from Plaintiff’s employment with Defendant or Plaintiff’s separation from employment.

c. **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under Defendant's health, welfare, or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; or (iv) enforce this Settlement Agreement. No PAGA claims on behalf of the State of California or any other employees shall be effected or released by this Settlement Agreement.

d. **Government Agencies.** Nothing in this Settlement Agreement prohibits, prevents, or otherwise limits Plaintiff from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC, DFEH, DLSE, *etc.*) or in any legislative or judicial proceeding, nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, or report unlawful conduct to federal, state, or local officials for investigation, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law and expressly excluding Plaintiff's participation in any federal whistleblower programs, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

e. **Collective/Class Action Waiver.** Other than the Action, if any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative, object, receive settlement funds, or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding, in which Defendant, or any of the other Released Parties is a party.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, which states:

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.

Plaintiff affirms that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. This section 1542 waiver has no effect as to PAGA claims on behalf of the State of California or any other employees, which shall not be released by this Settlement Agreement.

8. Acknowledgements and Affirmations.

a. Plaintiff affirms that Plaintiff has not filed, nor will file, nor caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form, other than the LWDA Letter and the Action, and that Plaintiff presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Action. Nothing in this Settlement Agreement or the acknowledgements and affirmations in this Section 8 is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

b. Plaintiff further affirms that Plaintiff has reported all hours worked as of the date of execution of this Settlement Agreement and timely has been paid or has received all compensation, wages, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Settlement Agreement, except as alleged in the Action and which claims are expressly released in Section 6 above. Plaintiff also affirms that Plaintiff has submitted all expense reports in compliance with Defendant's policies and procedures and been reimbursed for all expenses necessarily incurred by Plaintiff in following Defendant's directions or incurred in performing Plaintiff's duties during Plaintiff's employment with Defendant.

c. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws, except as alleged in the Action and which claims are expressly released in Section 6 above.

d. Plaintiff also affirms that Plaintiff has not reported internally to Defendant any allegations of wrongdoing by Defendant or its officers, including, any allegations of corporate fraud, and Plaintiff has not been retaliated against for reporting any such allegations internally to Defendant.

e. Plaintiff further affirms that all of Defendant's decisions regarding Plaintiff's pay and benefits through the date Plaintiff's employment relationship with Defendant ended were not discriminatory based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, medical condition, age, pregnancy, denial of medical and family care leave, pregnancy disability leave, or any other classification protected by law.

f. Plaintiff also affirms that all of Defendant's decisions regarding Plaintiff's pay and benefits through the date of execution of this Settlement Agreement were not discriminatory based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, medical condition, age, pregnancy, denial of medical and family care leave, pregnancy disability leave, or any other classification protected by law.

9. Medicare Secondary Payer Rules. As a term of this Settlement Agreement, the Parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Plaintiff affirms that as of the date Plaintiff executes this Settlement Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not is not 65 years of age or older; is not suffering from end-stage renal failure;

has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the “CMS”) (this term includes any related agency representing Medicare’s interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to (i) indemnify, defend, and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with the Released Parties upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this paragraph, and (iii) waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

10. Limited Disclosure.

a. Plaintiff agrees that Plaintiff will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or of the negotiations leading up to this Settlement Agreement, or of the basis for any claims or allegations that were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as “Confidential Information”) to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 10 create no liability for disclosures made: (i) prior to Plaintiff’s execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff’s execution of this Settlement Agreement; (iii) pursuant to Section 14(b) to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Plaintiff and Plaintiff’s Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

b. The foregoing notwithstanding, Plaintiff and Plaintiff’s Counsel acknowledge the confidentiality provisions of this Section 10 constitute a material inducement to Defendant to enter into this Settlement Agreement and represent that they have not directly or indirectly disclosed any Confidential Information to any third-party prior to Plaintiff’s execution of this Settlement Agreement.

c. Plaintiff is permitted to disclose Confidential Information to Plaintiff’s spouse, health care providers, tax advisors, and attorneys with whom Plaintiff chooses to consult regarding Plaintiff’s consideration of this Settlement Agreement. However, each such person to whom Plaintiff discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Plaintiff of Section 10(a) above. Plaintiff also is permitted to disclose Confidential Information to any federal, state, or local government agency. In response to inquiries from third-parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff and Plaintiff’s Counsel only will state that the dispute has been resolved and that they cannot talk about it.

d. To obtain Court approval and dismissal of the Action (with prejudice as to Plaintiff’s individual claims and without prejudice as to the representative PAGA claims), Plaintiff is only permitted to disclose to the Court that the Parties have reached a confidential settlement whereby: (1) Plaintiff releases his individual claims with a waiver of Civil Code section 1542; (2) Plaintiff waives any

right or ability to be a class or collective action representative; and (3) no PAGA claims on behalf of the State of California or any other employees shall be effected or released by this Settlement Agreement. If requested by the Court, this Settlement Agreement may be lodged with the court for in camera review. Plaintiff shall submit this Settlement Agreement to the LWDA in connection with the dismissal, as required by PAGA.

e. It is agreed that in the event of a breach of the provisions of this Section 10 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendant. Therefore, Plaintiff agrees that in the event of such a breach, Plaintiff shall pay to Defendant, as liquidated damages, and not as penalty, the sum of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00) per breach, which represents reasonable compensation to Defendant for the loss incurred because of such a breach.

11. **No Cooperation.** Other than in connection with filing a charge or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, or other comparable federal, state, or local agency, or under a valid subpoena or court order to do so, Claimant will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against Respondents, or any Released Party.

12. **No Admission of Liability.** Nothing contained herein shall be deemed to constitute an admission or evidence of liability on the part of any party to this Settlement Agreement.

13. **Job References.** Plaintiff shall direct all individuals inquiring about Plaintiff's employment with Defendant to Defendant's Human Resources Department, which will follow Defendant's policy by responding with only Plaintiff's last position and dates of employment.

14. **Governing Law and Interpretation.**

a. This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

b. The Court shall retain jurisdiction to enforce this Settlement Agreement, pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law. In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action or proceeding specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action or motion proceeding to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

15. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any

interest in any claim released under this Settlement Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

16. Liens and Attorneys' Fees/Indemnification.

a. Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses, or healthcare providers. Each Party solely is responsible for any fees and costs he, she, or it has incurred including, but not limited to, fees for attorneys, consultants, and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3 above is being paid to Plaintiff's Counsel, Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action.

b. Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers, or other third-parties to recover monies from the amounts payable to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

17. **Amendment.** This Settlement Agreement may not be modified, altered, or changed, except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

18. Miscellaneous.

a. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. This Settlement Agreement may be signed electronically in a manner consistent with the Uniform Electronic Transactions Act (California Civil Code section 1633.1 *et seq.*). A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

b. The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

c. This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

d. If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

19. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

WE HAVE EACH CAREFULLY REVIEWED ALL 19 SECTIONS OF THIS AGREEMENT AND, AFTER CONSULTING WITH OUR RESPECTIVE ATTORNEYS, WE VOLUNTARILY AGREE TO THE TERMS SET FORTH ABOVE.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

11 / 07 / 2022

DATED: November ___, 2022

Matthew Grimshaw

Matthew Grimshaw

DATED: November 07, 2022

Medic Ambulance Services, Inc.



Signature

James Pierson

Name

President

Title