

SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement and General Release ("Settlement Agreement" or "Agreement") is made by and between Shirley Bales ("Plaintiff") on the one hand and Triage Healthcare Staffing, LLC ("Triage" or "the Company") on the other. Plaintiff and Triage shall collectively be referred to as "the Parties" and individually as a "Party."

RECITALS

WHEREAS, Plaintiff is a former employee of Triage.

WHEREAS, on or about January 6, 2022, Plaintiff filed a notice with the California Labor and Workforce Development Agency ("LWDA") of her intention to file a representative action under California's Private Attorneys General Act ("PAGA").

WHEREAS, also on or about January 6, 2022, Plaintiff Shirley Bales ("Bales") filed a complaint in Kern County Superior Court, Case No. BCV-22-100045 (the "Action"), alleging eight putative class action causes of action for (1) failure to pay overtime, (2) failure to pay for all hours worked, (3) failure to pay minimum wages, (4) failure to provide meal periods, (5) failure to authorize or permit rest breaks, (6) failure to furnish accurate wage statements, (7) waiting time penalties, and (8) unfair business practices. The Action is pending before Honorable Bernard C. Barmann Jr.

WHEREAS, on or about March 22, 2022, Bales filed a First Amended Complaint ("FAC") adding a ninth cause of action for civil penalties under the PAGA. The FAC additionally named Plaintiff as a plaintiff and representative with respect to the PAGA cause of action only.

WHEREAS, on or about September 22, 2022, the Court signed an order compelling Plaintiff to arbitrate his claims against Triage on an individual basis, including his individual claims for penalties under the PAGA (collectively, the "Individual Claims"). The Court stayed the representative component of the PAGA cause of action (the "Representative PAGA Claim").

WHEREAS, the Parties have agreed to settle, fully and finally, all claims Plaintiff might have against Triage up to and including the date of execution of this Agreement, with the exception of the Representative PAGA Claim. This Agreement memorializes that settlement.

WHEREAS, Triage denies Plaintiff's allegations and denies that the Action has any merit.

NOW, THEREFORE, for and in consideration of the promises and undertakings described below, the Parties agree as follows:

AGREEMENT

I. TERMS OF THE SETTLEMENT

A. Settlement Amount and Conditions. In consideration for the promises made in this Agreement, Triage will pay Twenty Thousand Dollars (\$20,000.00), less applicable taxes and withholdings (the "Settlement Amount").

The payment of the Settlement Amount is conditional and will not be made if the Effective Date of this settlement does not occur. The "Effective Date" of this settlement is when the last of the following occurs: (1) all Parties execute this Agreement; (2) notice of this Agreement is provided to the Labor and Workforce Development Agency ("LWDA"); (3) the Court dismisses Plaintiff's Individual Claims with prejudice; (4) the Court enters an order approving this Agreement; and (5) Triage receives a fully executed copy of this Agreement, a fully-executed IRS Form W-4 for Plaintiff, a fully executed IRS Form W-9 for Plaintiff, and a fully-executed IRS Form W-9 for Shakouri Law Firm.

Within twenty-one (21) days after the Effective Date, Triage shall deliver the Settlement Amount to the Shakouri Law Firm in four (4) separate checks as follows:

1. A check made payable to "James Casement" in the gross amount of One Thousand Dollars (\$1,000), less applicable deductions and withholdings, for alleged lost wages to Bales. This payment shall be reported on an IRS Form W-2 for Casement.
2. A check made payable to "James Casement" in the gross amount of Eight Thousand Seven Hundred Fifty Dollars (\$8,750), for alleged interest, statutory penalties, and civil penalties to Bales. This payment shall be reported on an IRS Form 1099 for Casement.
3. A check made payable to the "Labor and Workforce Development Agency" in the gross amount of Seven Hundred Fifty Dollars (\$750), for the LWDA's 75% share of the PAGA penalties.
4. A check made payable to "Shakouri Law Firm, Inc" in the gross amount of \$Nine Thousand Five Hundred Dollars (\$9,500) for attorneys' fees and costs. This payment shall be reported on an IRS Form 1099 for Shakouri Law Firm.

Within ten (10) business days of receiving the Settlement Amount, Shakouri Law Firm shall transmit to the LWDA the check for the LWDA's 75% share of the PAGA penalties, along with a copy of the Court order approving this Agreement and the PAGA allocation therein.

B. Conditions. The Parties acknowledge that this Agreement is subject to Court approval and that payment of the Settlement Amount by Triage is conditioned upon Court approval of the Agreement and dismissal of Plaintiff's Individual Claims with prejudice. Within thirty (30) days of execution of this Agreement, the Parties shall jointly prepare, and Plaintiff shall file, a joint stipulation in the Action requesting that the Court approve this Agreement and dismiss Plaintiff's Individual Claims with prejudice. The joint stipulation shall attach the Agreement. Prior to filing

the joint stipulation, Plaintiff shall submit a copy of the Agreement to the LWDA. If the Court does not approve this Agreement or if the Court does not dismiss Plaintiff's Individual Claims with prejudice as set forth herein, then this Agreement and the settlement contemplated herein shall be void ab initio, have no force or effect whatsoever, and the Parties will have no further obligation to perform under this Agreement.

C. Consideration. Plaintiff acknowledges that, upon receipt of the Settlement Amount, he has been paid any and all amounts owed to him as a result of his employment with Triage, including but not limited to all compensation (including final pay), wages, vacation/PTO, bonuses, commissions, benefits, leave entitlements (including any leave under the Family and Medical Leave Act and/or California Family Rights Act, or state or federal law), premiums and all other compensation of any nature whatsoever, as well as any business expenses that they incurred on behalf of Triage. Plaintiff understands and agrees that the Settlement Amount specified herein constitutes consideration for this Settlement Agreement to which he would not be entitled but for his execution of this Agreement and the fulfillment of the terms and conditions set forth herein.

D. Acknowledgment. Plaintiff represents that, other than the Action pending in Kern County Superior Court and the PAGA Notice submitted to the LWDA on January 24, 2022, he has not filed any other lawsuits or administrative complaints and that he has not made any other charges, either in his name or on behalf of any other person or entity, against Triage or any of the Released Parties (as defined in section II.C., below), in any local, state, or federal court or with any local, state, federal, or administrative agency. Plaintiff further represents that he will not bring any action in the future in which he seeks to recover any damages from Triage relating to or arising from Plaintiff's employment with or work for Triage and/or the separation thereof, other than an action to enforce Plaintiff's rights under this Agreement and to pursue the Representative PAGA Claim. The Parties also acknowledge and agree that they may seek actual damages, including monetary damages, for any breach of this Agreement, and that the prevailing party is entitled to recover attorneys' fees and costs.

E. Indemnification. Plaintiff hereby acknowledges that he has obtained no tax advice from Triage, and that neither Triage nor its attorneys have made any representation concerning the tax consequences, if any, of the payment of the Settlement Amount in this Agreement. Plaintiff agrees that he is solely responsible for the tax consequences of the payment of the Settlement Amount. Plaintiff further agrees that, in the event that any taxing authority looks to Triage or any related entity for satisfaction of any tax liability or for payment of any tax-related liability of any kind including but not limited to penalties, fines, interest or withholdings, associated with the monies paid to Plaintiff or his attorneys under this Agreement, Plaintiff shall indemnify and hold harmless Triage for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, including but not limited to defense expenses and attorneys' fees, with regard to the payments.

II. GENERAL RELEASE

A. Release. In consideration for the promises set forth in this Agreement, Plaintiff does hereby—for himself and for his spouse (if any), heirs, representatives, attorneys, executors, administrators, successors, and assigns—release, acquit, remise, and forever discharge the

Released Parties of any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, that could be or which are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Agreement. This includes, but is not limited to, all claims pled in the Complaint and claims for unpaid wages, waiting time penalties, pay stub violations, and all other claims for recover including, but not limited to, damages, statutory penalties, civil penalties under California Labor Code sections 200-203, 223, 226, 226.7, 500, 510, 1194, 1197, and 1198, and any other applicable Wage Orders, Business and Professions Code section 17200 et seq., and any and all claims or potential claims for attorneys' fees and costs except for pursuing the Representative PAGA Claim. Plaintiff, on behalf of the State of California, further releases any and all individual claims under the PAGA against the Released Parties. Nothing in this Agreement or this Release limits Plaintiff's ability to pursue the Representative PAGA Claim currently stayed in the Action, as currently pled.

B. Waiver – California Civil Code Section 1542. The Parties understand and agree that the Release, above, applies to claims, known and presently unknown by Plaintiff; and that this means that if, hereafter, Plaintiff discovers facts different from or in addition to those which he now knows or believes to be true, that the releases, waivers, discharge, and promise not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such fact. Accordingly, Plaintiff hereby agrees that he fully and forever waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the Civil Code of the State of California as follows:

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.

C. Released Parties. The "Released Parties" are Triage Healthcare Staffing, LLC and all entities affiliated with it, and all present and former officers, directors, employees, agents, insurers, assigns, representatives, owners, partners, subsidiaries, parent companies, joint venturers, shareholders, clients, joint employers, predecessors, managers, members servants, successors-in-interest, assigns, attorneys, all persons or entities acting in concert with or affiliated with any of them, and any person or entity that could be liable for the Released Claims.

D. No Prior Assignments. Plaintiff hereby represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any third person or entity any claim, right, liability, demand, petition, obligation, expense, action, or causes of action being waived or released pursuant to this Agreement.

E. Cooperation. Plaintiff agrees and understands that, except as may be required by subpoena, court order, or other force of law, and except for pursuing the Representative PAGA

Claim, Plaintiff shall not in any way assist any individual or entity in commencing or prosecuting any action or proceeding, complaints or any lawsuit against any Releasee, in any form or forum, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, or pre-litigation fact-gathering connected with any and all matters arising from any event that has occurred up to the present time. Absent legal compulsion, this Agreement bars Plaintiff from testifying, providing documents or information, advising, providing a written statement, counseling or providing any other form of assistance to any person or entity who wishes to make or who is making any claim against any of the Released Parties, arising from any event occurring up to the execution of this Agreement. Notwithstanding the foregoing, nothing herein shall bar Plaintiff from participating in any administrative claim brought with or by the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, National Labor Relations Board, or other government agency, provided, however, that Plaintiff waives his right to any monetary recovery or relief in connection with any such claim, except to the extent such recovery is required by law. Nothing in this provision limit's Plaintiff's ability to pursue the Representative PAGA Claim currently stayed in the Action, as currently pled.

III. MISCELLANEOUS

A. Attorneys' Fees and Expenses. The Parties hereby agree and understand that they shall each bear their own attorneys' fees and costs. The Parties also hereby agree and understand that the prevailing party to any action to enforce this Agreement will recover attorneys' fees and expenses related to the action.

B. No Admission. The Parties hereby acknowledge, recognize, and understand that nothing contained in this Agreement shall constitute, be construed, or be treated as an admission of liability or wrongdoing by Plaintiff or Triage.

C. Governing Law. The Parties hereby agree that California law shall govern the construction, interpretation, and enforcement of this Agreement.

D. Continuing Jurisdiction. The Parties hereby agree that the Court will retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Agreement under Code of Civil Procedure § 664.6.

E. Severability and Construction. The Parties agree that if any provision, or portion thereof, of this Agreement shall for any reason be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of the Agreement shall not be affected thereby, so long as the General Release, the Settlement Amount, and the allocation of the Settlement Amount, as provided for herein, remain in full force and effect. The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action on this Agreement.

F. Successors. This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

G. Counterpart and Electronic Signatures. This Agreement may be executed in counterpart originals with like effect as if executed in a single original document. The Parties further agree that electronic signatures or scanned signatures sent electronically are valid original signatures.

H. Results of Negotiation; Knowing and Voluntary Execution. The Parties hereby acknowledge that the terms and language of this Agreement are the result of negotiation between them, and that each has read and understands the foregoing Agreement and that each affixes their respective signature to this Agreement knowingly, voluntarily, and without coercion. Plaintiff acknowledges that he was provided a reasonable opportunity of at least five business days to seek the advice of counsel and consider this Agreement.

I. Entire Agreement. The Parties hereby acknowledge and agree that no promises or representations were or are made which do not appear written in this Agreement, that this Agreement contains the entire agreement by the Parties, and that neither is relying on any representation or promise that does not appear in this Agreement.

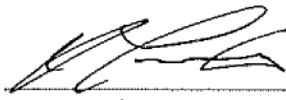
PLAINTIFF HAS READ THIS AGREEMENT CAREFULLY.
THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN
CLAIMS AND WILL SERVE AS A DEFENSE TO ANY CLAIM OR LAWSUIT THAT
HE MAY BRING AGAINST TRIAGE.

Date: 5/12/2023

DocuSigned by:
James Casement
5B6B8F246869458
James Casement

Triage Healthcare Staffing, LLC

Date: 5/16/2023

By: 
Name: KEN TRACY
Title: PRESIDENT

APPROVED AS TO FORM:

By: Ashkan Shakouri

Ashkan Shakouri, Esq
Attorney for Plaintiff Shirley Bales

By: 

Kenneth D. Sulzer, Esq.
Matthew Scholl, Esq.
Attorneys for Triage Healthcare Staffing, LLC