

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and Settlement Agreement (“Agreement”) is entered into as of the date it is fully executed by the PARTIES hereto, as defined below, and is made by and between the Claimants, Jasmine Cisneros and Jocelyn Munoz (hereafter referred to collectively as “Claimants”), and Contra Costa County as successor in interest to Los Medanos Community Healthcare District, including but not limited to its Board of Supervisors, departments, officials, officers, agents, attorneys, insurers, contractors, and employees, and any other person or persons for whose actions or omissions Contra Costa County may be legally responsible (hereafter referred to collectively as “County”). Claimant and County shall be referred to collectively as the “PARTIES” or individual as “Party.” The Agreement is intended to resolve all disputes as described below.

RECITALS

WHEREAS, Claimant Jasmine Cisneros alleges she was employed by Los Medanos Community Healthcare District (hereafter referred to as the “District”);

WHEREAS, Claimant Jocelyn Munoz alleges she was employed by the District;

WHEREAS, counsel for Claimants sent separate government tort claims for each Claimant dated February 22, 2022, in which Claimants assert various claims against the District and Lamar Thorpe (hereafter referred to as “Thorpe”) in connection with their employment with the District including claims for sexual harassment, unwanted sexual advances, hostile working conditions and forced resignation of employment (the “Government Claims”);

WHEREAS, the PARTIES participated in a voluntary mediation on July 26, 2022, and subsequent negotiations with Marisa Ratinoff of Ratinoff Dispute Resolution (“Mediation”), which resulted in the PARTIES reaching this resolution;

WHEREAS, Claimants acknowledge that all their claims, including those asserted in the Government Claims, are disputed and the allegations of wrongdoing are denied;

WHEREAS, the PARTIES wish to avoid the expense and inconvenience of further legal proceedings and desire to resolve all of Claimants’ claims and disputes and to dismiss all proceedings, if any, without any finding or admission of fault or liability by any person or entity.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of, and in exchange for, the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the PARTIES, and incorporating the Recitals set forth above, the PARTIES mutually agree as follows:

1. County shall arrange for payment to Claimants of the total sum of Three Hundred Fifty Thousand Dollars and 0/100 Cents (\$350,000.00) (the "Payment") to be delivered to Claimants' counsel within thirty (30) days after receipt of (1) the fully executed Agreement; (2) a W-9 form completed by Claimants' counsel; and (3) approval by the Contra Costa County Board of Supervisors of the proposed settlement with authorization to the County's counsel to have the Agreement executed. Delivery shall be by overnight mail. An IRS Form 1099 shall be issued for the total amount of the Payment. The Payment shall be made payable in one check to the "Law Offices of Tanya Gomeran Client Trust Account," and delivered to: Tanya Gomeran, Law Offices of Tanya Gomeran, 825 Van Ness Avenue, Suite 502, San Francisco, CA 94109.

2. Each Party will pay for her/its own attorneys' fees and costs.

3. Release of Claims

(a) Release of Claims by Claimants. In consideration of the promises set forth in this Agreement, Claimants do hereby – for themselves and for their heirs, representatives, attorneys, executors, administrators, successors, assigns, agents and representatives – release, acquit, remise, and forever discharge Los Medanos Community Healthcare District, Lamar Thorpe and Contra Costa County, and all of their respective predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliates, insurers, reinsurers and the officers, directors, shareholders, partners, employees, independent contractors, attorneys and agents, past or present, of each of the aforesaid entities/individuals, heirs, executors, administrators, assigns, attorneys and agents, and all persons acting under, by, through, or in concert with any of them (collectively, the Releasees") from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs actually incurred), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or un-matured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action that Claimants may now have, have ever had, or hereafter may have relating directly or indirectly to the allegations against the District, Thorpe and County raised in the Government Claims, Claimants' employment

with the District and separation from employment with the District, including, but not limited to, claims for wages, which, have been fully paid to Claimants prior to the execution of this Agreement; back pay; front pay; reinstatement; damages; or benefits. Claimants also release any and all claims they may have that arose prior to the date of this Agreement, and hereby specifically waive and release all claims, including, but not limited to, those arising under 42 U.S.C. § 1983; Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 2000e et. seq.; the Equal Pay Act; the Americans With Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act (ADEA), as amended; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Immigration Reform and Control Act, as amended; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Family and Medical Leave Act; the National Labor Relations Act; the Fair Labor Standards Act; and any and all state or local statutes, ordinances, or regulations, as well as all claims arising under common law, federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, or any other claim, including, but not limited to claims under the California Health and Safety, Labor, Civil and Government Codes; claims based upon the California Constitution; the Confidentiality of Medical Information Act; the California Family Rights Act; the California Fair Employment & Housing Act; the Labor Management Relations Act; the American Recovery and Reinvestment Act of 2009; and the Genetic Information Nondiscrimination Act of 2008.

(b) Exclusions from Release. This Agreement does not waive or release the following: claims for unemployment or workers' compensation benefits, any rights or claims that may arise after this Agreement is executed (including without limitation claims for breach of this Agreement), and any other claims that cannot be released by private agreement. Nothing in this paragraph or this Agreement is intended to limit or restrict any rights the PARTIES may have to enforce this Agreement or challenge the Agreement's validity or any other right that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished.

(c) 1542 Waiver. For the purpose of implementing a full and complete release, Claimants expressly acknowledge that the release given in this Agreement is intended to include in its effect, without limitation, claims that Claimants did not know or suspect to exist in their favor when this Agreement was executed, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter. Claimants also expressly acknowledge that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In

furtherance of this settlement, Claimants waive any rights they may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 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.

(d) Warranties. Claimants represent that, other than the Government Claims, they have not sent or filed any claims, charges, complaints or actions against the District, Thorpe and County, or any one of them, have not assigned to anyone the right to assert any charges, complaints, claims or actions, and are not aware of any facts or bases on which to assert any further complaints, claims or actions against Defendants. If any claims, charges, complaints or actions have been filed on Claimants' behalf, they will immediately dismiss or withdraw them in their entirety with prejudice upon their counsel's receipt of the Payment, unless otherwise required by law.

(e) Protected Activity. Nothing herein is intended to interfere with Claimants' right to participate in a proceeding with any appropriate federal, state or local government agency enforcing federal or state laws and/or cooperating with said agency in its investigation. Claimants, however, shall not be entitled to receive any recovery or monies in connection with any complaint or charge waived by this Agreement, without regard to who brought any such claim, and Claimants agree not to assert a claim to such recovery or monies.

4. Tax Liability/Indemnification.

(a) In paying the amounts specified in paragraph 1, Claimants understand and agree that the County may issue 1099s related to the settlement payment, and any and all tax liability, penalties, and interest, if any, which may become due from them or assessed against them because of the payment of this settlement by the County is their sole responsibility, and they will pay any taxes, penalties, and interest which may become due. Moreover, County is allocating the settlement amounts specified in paragraph 1 as directed by Claimants and their counsel. Accordingly, Claimants shall indemnify and hold harmless the County from any tax, tax penalty, interest, attorneys' fees or other costs related to the failure by Claimants to pay any tax liability assessed against them because of the payments of this settlement. Claimants agree to cooperate with the County in the event of any audit or inquiry from any taxing agency. Notwithstanding this, the PARTIES, and each of them, stipulate that the PARTIES are making no representation or warranty of the taxability of

any of the net proceeds of this settlement, and Claimants will seek their own tax advice. Legal counsel for the PARTIES are not tax experts and make no representation about the taxability of the net proceeds.

(b) Medicare. Claimants acknowledge and agree that the PARTIES to this Agreement have taken reasonable steps to comply with the requirement of 42 U.S.C. 1395y(b) and the rules and regulations promulgated thereunder (collectively "MSP Law"). Claimants expressly represent and warrant that Claimants are not currently Medicare Beneficiaries and that Claimants do not reasonably expect to become eligible for Medicare within thirty (30) months of this settlement. Claimants further warrant that Medicare, Medicaid, Medicare Advantage, the Veteran's Administration, and/or Tricare have not paid for any medical treatment of injuries that may have been alleged in or that related to any claims made with the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or in the Government Claims and that there are no Medicare, Medicaid, Medicare Advantage, Veteran's Administration, Tricare or other third-party claims against the sums to be paid in settlement to Claimants under this Agreement. Notwithstanding the foregoing, Claimants acknowledge and agree that it is their responsibility to reimburse Medicare, Medicaid, Medicare Advantage, Veteran's Administration, and/or Tricare for any and all conditional payments, liens, claims and subrogated interests of whatever nature or character asserted or potentially asserted by Medicare and/or Medicaid, Medicare Advantage, Veteran's Administration, and/or Tricare and any person or entity acting on their behalf arising out of the allegations and claims made in the Government Claims. Claimants further waive any and all claims that they may have under the MSP Law, including any and all claims that she may have under 42 U.S.C. § 1395y(b)(3).

Claimants agree that if they are required to set aside or repay any portion or all of this settlement to reasonably consider Medicare's interest under Federal Law, Claimants shall be solely responsible for setting aside or repaying such monies from their own funds.

Should Claimants sustain any disruption or suspension of Medicare or Social Security Benefits in the future as a result of this settlement, Claimants hold the County harmless from the same.

5. No Further Payments. Claimants understand and agree the payment set forth in paragraph 1 above is paid in consideration of the agreement not to further prosecute the claims alleged in the Government Claims and others contained in this Agreement and the County is not obligated to make any further payments. Claimants acknowledge they are not owed anything further related to their employment with the District.

6. No Admissions. It is understood and agreed by the PARTIES that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by any Party to another Party, the District, the County, Thorpe, or any other person, and the Releasees expressly deny that they have breached any duty, obligation or agreement, or engaged in any tortious or wrongful activity, or that they are liable to the Claimants or any other person or party in any way, or that any injuries, damages or harms of any kind have been sustained by the Claimants.

7. Circular 230 Disclosure. Each Party to this Agreement (for purposes of this section, the “Acknowledging Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the PARTIES or their attorneys and other advisers, is or was intended to be, nor shall 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 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor 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 Agreement.

8. Entire Agreement. This Agreement embodies the entire agreement of all the PARTIES hereto who have executed it and it supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the PARTIES to this Agreement.

9. Binding Nature. This Agreement and all the terms and provisions contained therein, shall bind the heirs, personal representatives, and/or successors and assigns of each Party, and inure to the benefit of each Party.

10. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement, with the exception of paragraph 3, be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

11. No Representations. The PARTIES acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

12. Ownership of Claims. Claimants represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement, it being agreed that a transfer or assignment shall include any pledge of, or grant of a lien or security interest on, any such claims. Claimants further agree to indemnify and hold harmless the County against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

13. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

14. Execution of Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one document. Electronic and other digital signatures shall be considered original signatures.

15. No Waiver. The PARTIES agree that the failure of any Party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the PARTIES, or of any other person, firm, or other entity. Each Party has had the benefit of and relied upon that Party's own legal counsel in determining whether to execute and deliver this Agreement.

17. Attorneys' Fees. Should any Party ever breach any provision or obligation under this Agreement, the breaching party explicitly agrees to pay all damages (including, but not limited to, litigation and/or defense costs, expenses, and reasonable attorneys' fees) incurred by the other party, the Releasees, or any one of them as a result of the proven breach. Nothing in this paragraph shall, or is intended to, limit or restrict any other rights or remedies the PARTIES, the Releasees or any one of them may have by virtue of this Agreement or otherwise. The PARTIES agree that they each shall bear their or its own respective costs and fees, including attorneys' fees, in connection with the Government Claims and the negotiation and execution of this Agreement, except as provided in paragraph 1.

18. Acknowledgments. As a material condition to the County entering into this Agreement, Claimants affirm that all of the following statements are true:

(a) Claimants have been paid all wages, earned overtime, commissions, bonuses, incentives, sick pay, holiday pay, and any paid or unpaid leave or other benefits to which they were entitled to receive for work performed up to and through the end of their respective employment with the District and that no other compensation is due to them from the District or any health and welfare benefit programs;

(b) Claimants have no known workplace injuries or occupational illnesses or diseases for which they have not already filed a workers' compensation claim;

(c) Claimants have not been denied any leave or other rights provided for under the Family and Medical Leave Act, the California Family Rights Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, or the Uniformed Services Employment and Reemployment Rights Act or any similar state law;

(d) Claimants are not aware of any conduct by the County, the District, Thorpe, or any of the Releasees that may violate any federal, state, or local law, rule or regulation other than the conduct raised in the Government Claims that were filed on February 22, 2022;

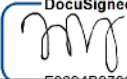
(e) Other than the Government Claims filed on February 22, 2022, Claimants have not filed and do not have pending any claims, grievances, complaints, lawsuits or other legal actions against the District, Thorpe, the County or any of the Releasees which were released pursuant to paragraph 3 of this Agreement;

(f) Claimants declare that there are no ethics and compliance issues about which Claimants have any knowledge but have not reported through proper channels, and that Claimants have no issues or concerns not reported concerning resolution of any current or past ethics or compliance issues; and

(g) Claimants have the lawful right to release the claims identified herein and have not assigned to any person or entity any claims, causes of action, lawsuits or other legal actions against the District, Thorpe, the County, Releasees, or any of them.

(h) The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

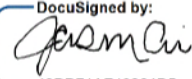
BY SIGNING THIS AGREEMENT, CLAIMANTS ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS TERMS AND THE FACT THAT IT RELEASES CLAIMANTS' KNOWN AND UNKNOWN CLAIMS, HAVE HAD FULL OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE, AND HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT WITH THE INTENTION THAT IT WILL BE LEGALLY BINDING.

DocuSigned by:

F8094B879889474...

Jocelyn Munoz

8/20/2022

Date

DocuSigned by:

49DD71AE48364D5...

Jasmine Cisneros

8/19/2022

Date

DocuSigned by:

ABD06D39A80E443...

Scott Selby
Contra Costa County Risk Management
Assistant Risk Manager, Liability

8/23/2022

Date