

SETTLEMENT AGREEMENT AND FULL RELEASE

This Settlement Agreement and Full Release Agreement is effective as of the date of execution by all parties, between the following parties: NASIM NICOLE HAMRANG (hereinafter "Claimant") and COUNTY OF RIVERSIDE (including any past or present governing body, including supervisors, directors, officers, executives, employees, agents, predecessors, attorneys, divisions, departments, representatives, insurers, successors in interest and assigns hereinafter collectively referred to as "County"). This Agreement is a compromise, settlement, and release whereby Claimant extinguishes any and all claims and/or causes of action Claimant presently has or may have in the future against County, with respect to allegations contained a certain claim filed on November 13, 2020 (hereinafter referred to as the "Claim").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Claimant and her dependents, heirs, executors, administrators, assigns, agents, servants, stockholders, employees, representatives, successors, and affiliated entities, hereby fully release and discharge the County, and any past or present governing body, including supervisors, directors, officers, executives, employees, agents, predecessors, attorneys, divisions, departments, representatives, insurers, successors in interest and assigns of County, and all persons acting by, through, under or in concert with any of them from all rights, claims, liabilities, causes of action at law or in equity whatsoever, known or unknown, between Claimant and County with respect to the Claim;

2. This Agreement is the compromise of disputed claims and shall never be treated for any purpose as an admission of liability by County. County expressly denies all charges and allegations made in the Claim;

3. All parties hereto agree to bear their own costs in connection with the execution of this Agreement;

4. Each party hereto has read and understands section 1542 of the *Civil Code* of the State of California, which provides:

"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."

Each party hereto expressly waives and releases any right or benefit which such party has or may have under said section 1542 of the *Civil Code* of the State of California to the full extent such party may lawfully waive all such rights and benefits pertaining to the matters and things released herein. In connection with such waiver and relinquishment, each party to this Agreement hereby acknowledges that they are aware that they may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to be true with respect to the matters related herein, but that it is the intention of each such party to hereby fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed against each and all of the other parties hereto;

5. In making this Agreement, each party hereto agrees that they are acting on behalf of themselves, their heirs, executors, administrators, agents, officers, directors, shareholders, successors in interest, attorneys, and assigns and further acknowledges and agrees that the persons and entities released by this Agreement have at all times pertinent hereto negotiated, bargained, and settled this matter in good faith and have at all times pertinent hereto conducted themselves in good faith. Therefore, the undersigned and their heirs, executors, administrators, agents,

officers, directors, shareholders, successors in interest, attorneys, and assigns specifically waive and relinquish any and all rights, actions, causes of action, claims, demands, damages, costs, losses, expenses, and compensation with respect to events and actions giving rise to the Action;

6. Each party hereto acknowledges that such party has been represented or has had the opportunity to be represented in negotiations for, and in the preparation of this Agreement by counsel of such party's own choosing; that such party has read this Agreement or has had the Agreement read to them by such party's counsel; that such party has had the Agreement fully explained to them by counsel or has had the opportunity to have the Agreement fully explained to them by counsel; that such party is fully aware of the content and legal effect of the Agreement; and that such party has not been influenced to any extent whatsoever by any representations made by any of the other parties hereto except as set forth in this Agreement;

CONSIDERATION AND PAYMENT

7. In consideration of this Agreement, each party will provide the following:

a. County agrees to pay, and Claimant agrees to accept, payment of fifty thousand and 00/100 dollars (\$50,000.00), to be paid within thirty (30) days from County's receipt of this fully executed agreement;

b. In exchange, Claimant agrees to resolve any potential action arising out of the allegations set forth in Claim and agrees to refrain from filing any action arising out of the allegations set forth in claim. Counsel for Claimant shall deliver to counsel for County the executed Agreement, as a prerequisite to payment.

c. All parties shall bear their own costs and attorney's fees incurred as a result of, in connection with, or in relation to the Action;

8. Each party hereto expressly warrants to all parties to this Agreement that each party is the sole owner of all claims released pursuant to this Agreement, and that such party has not assigned or otherwise transferred any of the claims so released;

9. To the extent not already performed, Claimant, on behalf of her heirs, executors, wards, administrators, assigns, agents, servants, stockholders, employees, representatives, successors, and affiliated entities, does hereby expressly release any and all rights with respect to the events and actions giving rise to the Claim;

10. In negotiating this Agreement, each party and their attorneys may have made various statements and representations to the other parties and their attorneys. Nevertheless, each party hereto expressly warrants that it does not rely upon any statement, representation, legal opinion, or promise of any other party in executing this agreement or in making the settlement provided for herein, except as expressly stated in this Agreement;

11. Each party, together with their attorneys, has made such investigation of the facts and the law pertaining to the settlement and to this Agreement, and all the matters pertaining thereto, as they deem necessary;

12. In entering into this Agreement, each party recognizes that no facts or representations are ever certain; accordingly, except as specifically provided in this Agreement, each party assumes the risk of any misrepresentation or mistake, and if any party should subsequently discover that any fact he or she relied upon in entering into this Agreement was untrue, or that any fact was concealed from any party hereto, or that any understanding of the facts or the law was incorrect, such party shall not be entitled to set aside this Agreement by reason thereof. This Agreement is intended to be final and binding between and among the parties hereto, including their heirs, executors, administrators, agents, officers, directors, shareholders, successors

in interest, attorneys, and assigns, and is further intended to be effective as a full and final accord and satisfaction between and among the parties hereto, regardless of any claims of fraud, misrepresentation, promise made without the intention of performing it, concealment of fact, mistake of fact or law, or any other circumstances whatsoever. Each party relies on the said finality of this Agreement as a material factor inducing that party's execution of this Agreement. This Agreement shall be enforceable pursuant to *Code of Civil Procedure* Section 664.6;

13. Limited Waiver of Right to Publicity: The parties agree not to publicize the amount paid by the County to Claimant as a result of this Settlement Agreement and Release. This agreement not to publicize shall not prevent disclosure by Claimant to her tax professionals, financial planning professionals, banks, in order to obtain credit or a loan, or for other personal finance reasons. This agreement not to publicize the amount of settlement shall also not apply to prevent truthful responses to a subpoena, request under the California Public Records Act, or other circumstance where applicable law compels disclosure. However, the party receiving a request that might reasonably require the disclosure of the settlement amount shall give notice to the other party's attorney of record in this matter at their contact information available through the California Bar.

14. Claimant agrees she will satisfy any and all pending and/or future liens from any providers, insurance carriers and/or any other entities or persons, including any and all other attorney's fees and costs and will defend and hold harmless and indemnify the County for any and all such claims of lien holders in relation to her claims in this action, which includes any and all MediCal, Medicare or Social Security claims in accordance with the decision of *Harris v. United States*;

15. RESERVED

16. Claimant acknowledges that, pursuant to the Older Workers Benefit Protection Act, she is entitled to take up to twenty-one (21) calendar days to consider whether to accept this Agreement; provided, however, that if she chooses to sign the Agreement before the end of this 21-day period, Claimant acknowledges that she does so knowingly and voluntarily and waives any claim that she was not given the full 21 days to consider whether to sign this Agreement, or did not use the entire period of time available to consider this Agreement or to consult with an attorney. Claimant agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original 21-day consideration period. After signing this Agreement, Claimant shall have a period of seven (7) calendar days to revoke the Agreement by providing the County with written notice of revocation. To be effective, such revocation must be in writing, must specifically revoke this Agreement, and must be received by the County prior to the eighth calendar day following Claimant's execution of this Agreement. Unless timely revoked by Claimant, this Agreement shall become effective, enforceable and irrevocable on the eighth calendar day following Claimant's execution of this Agreement;

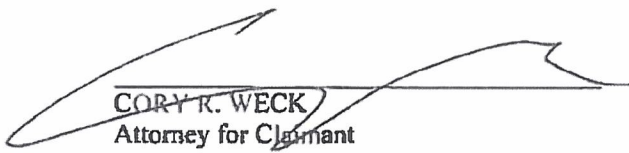
17. Each party hereto agrees that such party will not take any action which would interfere with the performance of this Agreement by any other party hereto or which would adversely affect any of the rights provided for herein. This Agreement may not be modified or amended except by the written consent of all parties hereto. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been relied upon by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into this Agreement and are fully superseded hereby; and

18. This Agreement is being entered into in good faith by all parties and was negotiated through arms-length bargaining. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together constitute but one and the same instrument and agreement.

IN WITNESS WHEREOF, the parties have approved and executed this Agreement on the date set forth opposite their signature.

APPROVED AS TO FORM AND SUBSTANCE by the Claimant's attorney as follows:

Date 2/2/2021


CORY K. WECK
Attorney for Claimant
NASIM NICOLE HAMRANG

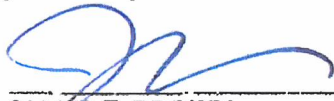
EXECUTED by the Claimant as follows:

Date 02/02/2021


NASIM NICOLE HAMRANG, Claimant


APPROVED AS TO FORM AND SUBSTANCE by the County of Riverside's attorney as follows:

Date 4/9/21


JAMES E. BROWN
Assistant County Counsel
Attorneys for the County of Riverside

EXECUTED by the County of Riverside as follows:

Date 4/9/21


MIKE BOWERS
Assistant Human Resource Director for the
County of Riverside