

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made this 9th day of March, 2026 (the "Effective Date"), by Aleisha Goodwin, by and through her attorney, Taylor Jorgensen, Esq., of Lagomarsino Law (hereinafter "Plaintiff"), and Clark County ("Defendant"), by and through its attorney Marquis Aurbach Chtd. Plaintiff and Defendant are sometimes referred to herein as "Parties."

RECITALS

WHEREAS, on or about May 17, 2024, Plaintiff, along with Jessica Coleman ("Coleman"), Rita Reid ("Reid"), and Noraine Pagdanganan ("Pagdanganan") (collectively "Plaintiffs") filed their Complaint in the United States District Court, District of Nevada, Case No. 2:24-cv-00930, against Defendant and Robert Telles ("Telles"), and their First Amended Complaint on February 26, 2025, for alleged discriminatory, harassing, and retaliatory conduct in the workplace (the "Case");

WHEREAS, Telles filed Counterclaims against the Plaintiffs on September 18, 2024;

WHEREAS, the Plaintiffs voluntarily dismissed their claims against Telles, effective April 2, 2025;

WHEREAS, Pagdanganan previously accepted an offer of judgment by the Defendant and judgment was entered in favor of Pagdanganan; and

WHEREAS, the Parties desire to resolve the disputes between them and have come to an agreement in order to settle any and all disputes between them arising from the Case.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiff and Defendant hereby agree as follows:

1. Settlement Payment. The Defendant shall pay Plaintiff Two Hundred Forty Thousand Dollars and NO/100 (\$240,000.00) (the "Settlement Payment") in consideration for the alleged physical sickness and emotional, or non-physical injuries, and any personal injuries suffered as a result thereof, as alleged in the Case.

a. Defendant shall pay Plaintiff within 45 days of satisfaction of the following:

- (1) Defendant's receipt of an IRS Form W-9, the forms of which are attached as **Exhibit A**, properly completed by Plaintiff's counsel's office and Plaintiff;
- (2) Plaintiff's execution of this Agreement; and
- (3) Approval of this Agreement by the Board of County Commissioners for Clark County.

b. The Settlement Payment shall be made payable to: Aleisha Goodwin and Lagomarsino Law IOLTA.

c. The \$240,000.00 payment will ultimately be apportioned in the amount of \$106,913.50 to Aleisha Goodwin and \$133,086.50 to Lagomarsino Law for attorney's fees and costs.

Plaintiff understands and agrees that Plaintiff is responsible for any and all taxes that may become due as a result of Plaintiff's receipt of the Settlement Payment.

2. Dismissal of Complaint. Upon receipt of the Settlement Payment, Plaintiff agrees to dismiss with prejudice all of Plaintiff's claims in the Amended Complaint against Defendant, its predecessors, heirs, executors, administrators, successors, assigns, current and former officers, directors, stockholders, agents, employees, current and former subsidiaries, unincorporated divisions, affiliated corporations, franchisors, attorneys and insurance companies, to settle any and all disputes associated with the aforementioned litigation in the Case.

3. No Admission. It is understood and agreed that the terms and compromises contained herein are not to be construed as an admission of liability on the part of the Defendant, that this Agreement is in compromise and settlement of any claim which is not admitted but is denied and disputed, and this Agreement is being made voluntarily and not based on representations or statements of any kind made by any of the Parties or their representatives as to the merits, legal liability, or value of the claim or any other matter relating thereto.

4. Release.

a. Plaintiff does hereby fully release, acquit, and forever discharge the Defendant, its administrators, successors, assigns, current and former officers, directors, agents, employees, attorneys, and insurance companies from any and all known and unknown claims, judgments, damages, liabilities, actions, causes of action, and suits for damages at law and in equity, filed or otherwise, which Plaintiff now has or may have against the Defendant which in any way directly or indirectly relate to any of the facts and circumstances surrounding the dispute between the Plaintiff and Defendant in the Case, or her employment with Defendant, to the fullest extent permitted by law.

b. Plaintiff additionally does hereby fully release the Defendant from any and all medical and attorney liens that may have attached in relation to the Case.

c. Plaintiff and Defendant acknowledge that they are aware they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement but that it is their intention to finally and forever release any and all of the matters as set forth herein and that, in furtherance of such intention, the Release herein given shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

5. Warranties and Representations. Plaintiff warrants, represents, covenants, and agrees:

a. that Plaintiff has not sold, assigned, granted or transferred to any other person, firm, corporation or entity, any claim, counterclaim, demand or cause of action occurring, arising, or existing prior to the date of this Agreement which Plaintiff has, claims to have, or may have against the Defendant;

b. that no other person, firm, corporation, or entity has any right or ownership in or to any claim, counterclaim, demand or cause of action occurring, arising or existing prior to the date of this Agreement which Plaintiff has, claims to have, or may have had against the Defendant as set forth herein.

6. Contribution and Discharge. This Agreement is given pursuant to the terms of NRS 17.225 and 17.245 and shall be construed to be in compliance with such terms such that Parties hereto shall be entitled to the protection that such statutory provisions afford them as settling parties. Plaintiff understands and agrees that the Defendant is discharged from all liability for contribution and for equitable indemnity to a third-party, if any, related to the Case.

7. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge that:

a. They have read this Agreement;

b. They have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of their own choice or they have voluntarily declined to seek such counsel;

c. They understand the terms and consequences of this Agreement and of the releases it contains; and

d. They are fully aware of the legal and binding effect of this Agreement.

8. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the U.S. Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Plaintiff: Taylor Jorgensen, Esq.
Lagomarsino Law
3005 West Horizon Ridge Parkway, Ste. 241
Henderson, NV 89052

If to Defendant: Kimberly Buchanon, Esq.

Robert Warhola, Esq.
Clark County District Attorney's Office
500 S. S. Grand Central Parkway, 5th Floor
Las Vegas, NV 89155

With a copy to: Marquis Aurbach
Attn: Nick D. Crosby, Esq.
10001 Park Run Drive
Las Vegas, NV 89145

Any party hereto may change its address for the purpose of receiving notices or demands as hereinabove provided by a written notice given in the manner aforesaid to the other party. All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that State, without giving effect to its conflict of law rules, shall exclusively govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the state and federal courts located within Clark County, Nevada in the event any action is brought for declaratory relief or enforcement of this Agreement.

d. Attorney Fees. Unless otherwise specifically provided for herein, each party hereto shall bear its own attorney fees incurred in the negotiation and preparation of this Agreement and any related documents. However, in the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorney fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, this Agreement shall be construed without regard to any presumptions or other rule requiring construction against the party who caused the Agreement to be drafted; the singular may be read as the plural, and *vice versa*; the neutral gender as the masculine or feminine, and *vice versa*; and the future tense as the past or present, and *vice versa*; all interchangeably as the context may require in order to fully effectuate the intent of the parties and the agreement contemplated herein. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement.

f. Entire Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes all previous agreements, negotiations, memoranda, and understandings, whether written or oral. Plaintiff hereby acknowledges that no one has made any promise, representation or warranty whatsoever, expressed or implied or statutory, not contained herein to induce him to execute this Agreement and hereby further acknowledges that Plaintiff has not executed this Agreement on the reliance of any promise, representation or warranty not contained herein.

g. Amendment. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document. Facsimile copies shall have the same force and effect as original copies.

k. Negotiated Agreement. This is a negotiated agreement. All Parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the Parties.

l. Recitals. The recitals set forth above are incorporated herein and made a part hereof.

m. Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, franchisors, estates, servants, agents, employees, affiliates, personal representatives, insurance companies, successors and assigns of Plaintiff and the Defendant in the Case.

n. Time of Essence. Time is of the essence of this Agreement and all of its provisions.

o. Further Assurance: The Parties agree to execute any and all documents, instruments and papers necessary to carry out the intent of this Agreement.

p. Authority. Each party has the right, power, legal capacity and authority to enter into, and perform its respective obligations under this Agreement, including the execution of this Agreement, and no approvals or consent of any other person(s) or entities is necessary in connection with the execution of this Agreement, and when so signed, this Agreement will be a binding and subsisting obligation of Plaintiff and the Defendant.

q. Waiver of Attorney Fees under 42 U.S.C. Section 2000e-5(k)

Plaintiff agrees that the payment by Defendant of Two Hundred Forty Thousand Dollars and NO/100 (\$240,000.00), includes claims for attorney fees and costs arising under 42 U.S.C. §

2000e-5(k) that Plaintiff or her counsel may have an interest, whether that interest be possessed by Plaintiff, or whether it be transferred, assigned, bartered, exchanged, sold, or otherwise transferred to either the undersigned or any third party.

This Settlement Agreement does not affect any claim for fees which may exist between Plaintiff and her legal counsel. However, it does hereby fully release, acquit and forever discharge herein Defendant and all other persons, firms, associations, attorneys, insurers, and corporations, interested and concerned, of and from all known and unknown claims, actions, causes of actions and suits for damages, at law and in equity, filed or otherwise, for attorney fees or costs and expenses that Plaintiff or her counsel now have or hereafter acquire, by reason of any loss or damage to any property right or rights or injuries to any person, arising out of the allegations in the Case.


r. Indemnification of all liens.

Plaintiff hereby expressly agrees to hold harmless, indemnify, and defend Defendant, and all other persons, firms, associations, attorneys, insurers, and corporations, interested and concerned, pursuant to the terms of the Settlement Agreement, from and against any and all losses, claims, demands, cause or causes of action or judgments of every kind and character, which may or could be brought as a result of a Medicare or other Federal, State, or local governmental lien, and/or Medicare's status as a secondary payer, including but not limited to those for attorneys' fees, contribution or indemnification, penalties, and any and all statutory, contractual, or common law subrogation claims or liens.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

ALEISHA GOODWIN

CLARK COUNTY

By: 

By: _____
Name: _____

APPROVED AS TO FORM AND CONTENT:

LAGOMARSINO LAW

By: 

Taylor Jorgensen, Esq.

LAGOMARSINO LAW

3005 West Horizon Ridge Parkway, Ste. 241

Henderson, NV 89052

Attorney for Plaintiff

MARQUIS AURBACH

By: _____

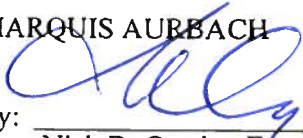

Nick D. Crosby, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
Attorney for Clark County

EXHIBIT A
Form W-9