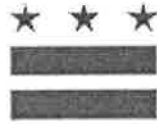


**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General**



In the Matter of Accountable Healthcare
Staffing, Inc.

SETTLEMENT AGREEMENT

The Attorney General for the District of Columbia, on behalf of the District of Columbia (“District”), and Respondent, Accountable Healthcare Staffing, Inc. (“Respondent”) (together, the “Parties”), hereby enter into this Settlement Agreement, and agree as follows:

I. THE PARTIES

1. The Attorney General for the District of Columbia is the chief legal officer for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest.

2. Respondent is a Florida corporation that transacts business in the District and maintains its headquarters at 999 Yamato Rd, Suite 210, Boca Raton, FL 33431.

II. COVERED CONDUCT

3. The District alleges that beginning on October 1, 2022, Respondent’s use and enforcement of its noncompete agreements with its current and former employees violated the District’s Ban on Non-Compete Agreements Act (the “Act”). *See* D.C. Code § 32-581.01., *et seq.* The District’s allegations are hereinafter referred to as the “Covered Conduct.”

4. Respondent denies the District's allegations. Nothing contained in this Settlement Agreement is or may be construed to be an admission by Respondent of any violation of law or regulation, any other matter of fact or law, or any liability or wrongdoing.

III. DEFINITIONS

5. "**Effective Date**" shall be the last date upon which any party executes the Settlement Agreement.

6. "**Eligible Employee**" is an employee eligible to receive a payment pursuant to this Settlement Agreement.

7. "**Non-Compete Agreement**" and "**Non-Compete Provision**" shall have the same meanings as those terms are defined in D.C. Code § 32-581.01 and shall include any non-solicitation provisions that have the effect of prohibiting an employee from performing work for another for pay or from operating the employee's own business.

IV. INJUNCTIVE TERMS

8. Respondent agrees to immediately cease its use of non-compete agreements or provisions for current or future employees who work in the District.

9. Respondent agrees to provide notice to all of its employees in the District who signed or otherwise entered a non-compete agreement or provision beginning October 1, 2022 that any such non-compete agreements or provisions are null, void, and unenforceable. Respondent and the District will mutually agree upon a written notice, which will be provided, via email or mail, to the affected employees within forty-five (45) days after the Effective Date.

10. Respondent agrees not to enforce any non-compete agreement or provisions, including those entered by any of its affiliates outside the District, against any current or former employees seeking employment in the District.

11. Respondent will submit an annual report to the District for calendar years 2023 & 2024, consisting of a list of its District employees, their job titles, and total compensation, and include a signed certification attesting to compliance with the Act. Respondent shall submit the annual report by February 28 of the following year by the means outlined in Paragraph 17.

V. PAYMENT TERMS

12. Payments to Eligible Employees.

- a. Respondent shall make payments totaling \$114,845.00 to Eligible Employees within 45 days after the Effective Date in the amounts agreed to by the Parties prior to the execution of this Agreement consisting of statutory damages, back pay damages, and/or liquidated damages and less any applicable tax withholdings.
- b. Respondent shall record the dates and methods (*i.e.*, direct deposit or cashed check) on which payments were distributed to Eligible Employees. Within 120 days of the Effective Date, Respondent shall provide the District with a final report that shows (i) all gross and net payments distributed to Eligible Employees (itemizing any withholdings, if applicable), (ii) the dates on which payments were made, and (iii) all payments remaining uncashed by Eligible Employees (the total of which is referred to as the “Undistributed Funds”).
- c. Within 30 days after providing the records required by paragraph (b) above, Respondent shall make a payment to the District in the amount of the Undistributed Funds. Payments made to the District pursuant to this term may be used for any lawful purpose, including, but not limited to: deposit to the District’s litigation support fund or restitution fund; defrayal of the costs of the inquiry leading hereto; defrayal of the costs of administration or distribution; or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia.

13. Payment to the District.

- a. Respondent shall pay ten thousand dollars (\$10,000) to the District as a civil penalty, within 45 days of the Effective Date.
- b. All payments to the District shall be made by check made payable to “D.C. Treasurer” and delivered to Conny Tello, Office of Attorney General for the District of Columbia, 400 6th Street NW, 10th Floor, Washington, DC 20001, unless another method of payment is specified by the District.

VI. RELEASE

14. In exchange for the performance of Respondent's obligations under this Settlement Agreement, and upon payment of all amounts due under this Agreement, the District hereby releases Respondent from any and all claims that the Attorney General could have asserted under the Act arising out of the Covered Conduct in connection with any Eligible Employee.

VII. ADDITIONAL TERMS

15. This Settlement Agreement shall be considered effective and fully executed on the Effective Date. This Settlement Agreement may be executed in counterparts, and an electronic, facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature. Copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

16. This Settlement Agreement represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Settlement Agreement nor prior versions of any of its terms may be introduced for any purpose whatsoever.

17. All notices sent pursuant to this Settlement Agreement shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th St., NW, 10th Floor
Washington, D.C. 20001
Graham.Lake@dc.gov

Counsel for the District of Columbia

Jeremy Schneider
10701 Parkridge Blvd, Ste 300
Reston, VA 20191
Jeremy.Schneider@jacksonlewis.com

Counsel for Respondent

18. Any failure by any party to this Settlement Agreement to insist upon the strict performance by any other party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

19. If any clause, provision, or section of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Settlement Agreement and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

20. Nothing in this Settlement Agreement shall be construed as relieving Respondent of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Settlement Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

21. Respondent agrees to instruct any principals, officers, directors, and managers having decision making authority with respect to the engagement of individuals working in the District of Columbia as to the subject matter of this Settlement Agreement.

22. Respondent shall not form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Settlement Agreement.

23. Respondent shall not knowingly permit third parties authorized by Respondent to

act on its behalf to engage in practices that would be violative of this Settlement Agreement.

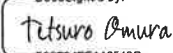
BRIAN L. SCHWALB
Attorney General for the District of Columbia


Graham Lake

Date: 11/1/23

Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th St., NW, 10th Floor
Washington, D.C. 20001

Counsel for the District of Columbia

DocuSigned by:

B30F24EE148549C

Date: 10/31/2023

Respondent's Signatory