

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

This *Agreement* is between Larimen Wallace ("Plaintiff" or "Wallace") on the one hand, and Travis County Healthcare District d/b/a Central Health ("Defendant" or "Central Health") on the other. Collectively, Wallace and Central Health are referred to as "the Parties."

WHEREAS, Wallace filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission designated EEOC No. 451-2020-01440¹. Wallace then filed a state court lawsuit designated Cause No. D-1-GN-20-006645; *Larimen Wallace v. Travis County Healthcare District d/b/a Central Health*; in the 98th District Court of Travis County, Texas, which was removed to federal court and styled Civil Action No. 1:20-CV-01191-RP; *Larimen Wallace v. Travis County Healthcare District d/b/a Central Health*; in the United States District Court; Western District of Texas; Austin Division ("the Litigation"). In his lawsuit, Wallace alleged various federal and state violations, arising out of his former employment with Central Health; and

WHEREAS, Central Health denies, and continues to deny, all of Wallace's allegations, and denies all liability; and

WHEREAS, the Parties desire to fully, finally, and forever amicably settle all disputes arising prior to the Effective date of this *Agreement*;

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, and other consideration expressed in this *Agreement*, the receipt and sufficiency of which is admitted, the Parties agree as follows:

1. Central Health agrees to pay Wallace a total sum of **NINETY-NINE THOUSAND, THREE HUNDRED AND SIXTEEN DOLLARS, AND SEVENTY-NINE CENTS (\$99,316.79)** (the "Settlement Amount"). The Settlement Amount shall be paid as follows:

a. one check payable to Larimen Wallace for **FIFTY-NINE THOUSAND, TWO HUNDRED AND SIXTY-FIVE DOLLARS AND NINETY-EIGHT CENTS**

¹ The EEOC dismissed Wallace's Charge on August 14, 2020 and issued a notice of right to sue.

(\$59,265.98), minus applicable taxes and withholdings, which shall be reported as wages for which a W-2 shall be provided;

b. one check payable to Rob Wiley, P.C: for **FORTY THOUSAND, FIFTY DOLLARS AND EIGHTY-ONE CENTS (\$40,050.81)**, which shall be reported on an IRS form 1099 under the Tax ID Number of Wallace's attorney(s), "Box 7—Gross Proceeds Paid to an Attorney."

It is expressly understood that the Settlement Amount represents new and valuable consideration to which Charging Party would not otherwise be entitled. Apart from the Settlement Amount, Charging Party is not entitled to receive any other amounts or compensation from Respondent, and Charging Party has received all other amounts or payments owed to him by Respondent.

2. The Settlement Amount shall be paid within thirty (30) business days after Wallace executes this *Agreement*, provided all of the conditions precedent outlined in Paragraph 3 below have occurred.

3. Wallace's right to payment of the Settlement Amount is expressly predicated on satisfaction of each of the following conditions precedent:

- a. Wallace's execution of this *Agreement*;
- b. Wallace's filing with the Court a notice/stipulation of dismissal as explained below, and taking any such further acts as may be required to effect a dismissal of the litigation or other proceedings related to same;
- c. the expiration of the OLDER WORKER BENEFIT PROTECTION ACT ("OWBPA") revocation period contained in Paragraph 7 below; and
- d. Receipt by Central Health of properly completed W-9s for both Wallace and his attorney.
- e. Wallace's providing of necessary information in order for Central Health and its insurance carrier to comply with the Medicare Secondary Payer Act, including written CMS/Medicare lien search results; and

f. Wallace's certification by his signature on this *Agreement* and the execution of the Property Return Certification attached as **Exhibit A**.

4. The Effective Date of this *Agreement* for purposes of payment is when Wallace executes the agreement with his signature.

5. Wallace (on behalf of himself and his respective heirs, assigns, attorneys, representatives, and other agents) hereby unconditionally, fully and completely releases, acquits, forever discharges and holds harmless Central Health, and all of its respective parent, successor, subsidiary, and affiliated entities and their collective current and former employees, current and former members of the Board of Managers, insurers, reinsurers, successors, assigns, attorneys, and other representatives (collectively referred to as "the Central Health Released Parties") of and from any and all claims, demands, actions, causes of action, suits, debts, contracts, agreements, promises, liabilities, compensation, bonuses, losses, costs, expenses and damages of any kind or character whatsoever (collectively "Claims"), accrued, known or unknown, foreseen or unforeseen, in law or in equity, whether or not asserted in the Litigation, whether based on contract, tort, or statute (including, without limitation, the TEXAS LABOR CODE, the TEXAS GOVERNMENT CODE, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, the AMERICANS WITH DISABILITIES ACT, the AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, the EQUAL PAY ACT, the FAIR LABOR STANDARDS ACT ("FLSA"),² 42 U.S.C. §§1981, *et seq.*, the TEXAS WORKER'S COMPENSATION ACT; or the "*Sabine-Pilot* doctrine"), whether arising directly or indirectly from Wallace's former employment with Central Health or otherwise, relating to any matter or thing which has occurred or has failed to occur as of the date of this signature on this *Agreement*, including but not limited to:

a. all Claims for wages, benefits, back pay, front pay, retirement or pension contributions, reinstatement or other equitable relief, damages, interest, retaliation, mental anguish, liquidated damages, intentional torts, defamation, punitive damages, sick leave,

² Wallace expressly acknowledges that he was properly paid for all time worked during the past three years.

medical leave, holiday pay, vacation time, attorneys' fees, costs, and litigation or other expenses, and any and all other claims resulting thereby;

b. all Claims related to the Litigation and the facts and circumstances involved in the Litigation;

c. any actions, inaction, representations, omissions, or commissions by the Central Health Released Parties before the Effective Date of this *Agreement*, and

d. any claim that this Agreement was induced by any fraudulent or negligent act or omission or results in or from any actual or constructive fraud, negligent misrepresentation, breach of fiduciary duty, breach of confidential relationship, or a breach of any other duty under law or in equity. ***Provided, however,*** nothing contained in this *Agreement* shall have any effect upon or constitute a waiver or release of Wallace's rights, if any, to (1) medical or other benefits to which Wallace may otherwise be entitled under the TEXAS WORKERS' COMPENSATION ACT; or (2) benefits to which Wallace is otherwise entitled under any pension, retirement, or other benefit plan. ***Further,*** notwithstanding the above, nothing in this *Agreement* is intended to waive any claims that may not be waived by Wallace pursuant to applicable statute or federal law.

6. Except to the extent as may be specifically provided in this *Agreement*, the foregoing release is intended to be a general release of all claims, so, to the extent Wallace may be deemed to still possess any viable claims or causes of action against the Central Health Released Parties, Wallace hereby assigns to Central Health all claims Wallace has of any kind against the Central Health Released Parties, with the exception that Wallace shall retain any claims that are not waivable under the law, such as claims for workers' compensation, etc..

7. In connection with Wallace's release of his rights under the AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967:

a. The release WALLACE is providing by this *Agreement* does not include a release of any claims arising after the date Wallace signs this *Agreement*;

b. Wallace expressly acknowledges and warrants he has been afforded the right to, and has in fact, consulted with, his own counsel of choice and may, but need not, take up to twenty-one (21) days in which to decide whether to enter into this *Agreement*.

c. Further, Wallace may, within seven (7) days of the date he executes this *Agreement* withdraw his consent to the *Agreement*.

8. Wallace warrants that he is not relying on the judgment or advice of Central Health or its counsel concerning the tax consequences, if any, of this *Agreement*. Wallace shall be responsible for his portion of any and all federal, state, and local tax liability, if any, which may attach to amounts payable or other consideration given under this *Agreement*, **and will indemnify and hold the Central Health Released Parties harmless from, and will reimburse the Central Health Released Parties for, any and all such tax liability of whatever kind incurred by the Central Health Released Parties, including, but not limited to, taxes, levies, assessments, fines, interest, attorney's fees and costs arising directly or indirectly from the Wallace's tax consequences, if any, which may attach to the Settlement Amount or other consideration given under this *Agreement*.** This clause does not apply and does not indemnify Central Health for any taxes, penalties, or other consequences incurred by Central Health through its own actions or its own failure to comply with its tax obligations.

9. In response to employment inquiries, Central Health agrees to issue a neutral reference for Wallace providing job titles held and dates of employment. Wallace agrees to direct all references to Central Health's Human Resources Department.

10. Concurrently with execution of this *Agreement*, Wallace will file a voluntary dismissal of all claims in the form attached hereto as **Exhibit B**, with prejudice to re-filing same, and with the Parties to bear their own costs of suit and attorney fees.

11. Wallace represents that the Litigation is the only lawsuit or administrative proceeding he has initiated against the Central Health Released Parties, and there are no pending lawsuits, complaints, administrative charges, grievances, or other non-litigation proceedings that Wallace

has filed, instituted, or caused to be instituted with the courts or with or by any governmental agency (including, without limitation, the Texas Workforce Commission, Equal Employment Opportunity Commission, the City of Austin, the Texas Department of Insurance, *etc.*) against any Central Health Released Party. If any such complaint, charge, grievance or other non-litigation proceeding is pending, Wallace agrees to take before execution of this *Agreement* such measures as are necessary and within Wallace's power to withdraw, dismiss, or otherwise terminate all such proceedings.

12. Wallace agrees not to bring or prosecute any claims released by way of this *Agreement*, either individually or collectively, whether acting on his own behalf or as part of a class or other group, except that Wallace may challenge the validity of the waiver of ADEA-related claims to the extent allowed by law. Nothing in this paragraph shall interfere with Wallace's right to, in good faith, file a charge with, or cooperate or participate in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, or other federal or state regulatory or law enforcement agency. Any such action by Wallace is not a breach of the confidentiality or non-disparagement provisions of this *Agreement*. However, the consideration provided to Wallace in this *Agreement* shall be the sole relief provided for the release of the Claims, and Wallace will not be entitled to recover, and Wallace agrees to waive, any monetary benefits or recovery against the Central Health Released Parties in connection with any such charge or proceeding without regard to who has brought such charge or proceeding relating to a Claim waived or released by this agreement.

13. Wallace agrees and acknowledges that he:

- a. is no longer an employee of either Central Health or the Community Care Collaborative, and that he will resign his position from Sendero Health's Board of Directors as of the Effective Date of this *Agreement*;
- b. will never seek, hold, or accept either current or future employment or any other position, consulting engagement, volunteer role, or vendor or other relationship that approximates employment, in either an individual capacity or on behalf of any business or

other organization with whom he may become affiliated, with Central Health, CommUnity Care Health Centers, Community Care Collaborative, Sendero Health Plans, Inc. , with one of their Boards of Directors or Managers, or with any parent, subsidiary, or successor organization or board that is in existence now or in the future;

c. Central Health, along with the entities listed in Paragraph 13(b), shall not be obligated to fund any work or project that Wallace is involved in at any of the following affiliated entities, and in which the nature or the work or project creates a relationship that is effectively an employee, supervisor, project manager, or co-worker relationship with staff employed by any of the entities listed in Paragraph 13(b): Ascension Seton, UT Health Austin, Dell Medical School, Integral Care, Lone Star Circle of Care and People's Community Clinic, Integrated Care Collaborative, and Planned Parenthood. Wallace agrees that he shall not bring an action based on any alleged failure by Central Health, or any other entity listed in Paragraph 13(b) to fund work or a project that he is involved with at another organization. Nothing in this subparagraph (c) prevents Wallace from being employed by or working for one or more of these entities so long as Central Health funding is not used to pay Wallace's salary, consulting fee, or compensation that creates a relationship that is effectively an employee, supervisor, project manager, or co-worker relationship as referenced in this section.

14. Wallace agrees that, moving forward, should it become necessary for him to discuss Central Health, affiliate, or provider business with Central Health's Board of Managers outside the context of allowable public comment in a posted Open Meeting, he shall submit all such inquires and communications to the Board's Chairperson, or if the Chairperson is not available, to the Board's Vice-Chairperson. The Chairperson/Vice-Chairperson will then distribute Wallace's communications to any other board members if necessary in the Chairperson/Vice-Chairperson's sole discretion. Additionally, Wallace acknowledges that outside the context of allowable public comment in a posted Open Meeting about Central Health or Central Health contracted providers and/or affiliates, he has no legal right to approach or contact Central Health board members or employees

and said board members or employees do not have an obligation to respond to any such attempted contact.

15. This settlement is the compromise of doubtful and disputed claims, the liability for which, and the amount of damages for which, if any, are uncertain and speculative. This *Agreement* is being entered into solely for the purpose of avoiding the expense, annoyance, and uncertainty of litigation or continued litigation, and to buy peace. Nothing contained in this *Agreement* shall be construed as an admission of liability by or on behalf of any Party, all such liability being expressly denied.

16. Wallace further agrees that he will keep the terms of this *Agreement*, including the Settlement Amount, strictly confidential except as otherwise required by law. Disclosure by Wallace shall be limited to:

- a. Wallace's spouse, after such spouse agrees to maintain this agreement in strict confidence for the benefit of the Respondent Released Parties;
- b. professional representatives, *e.g.*, attorneys, tax advisors, or accountants, with a need to know; and
- c. the Internal Revenue Service, other government agency if required by law, or as may be otherwise required by law.

Wallace agrees that a proven disclosure of the terms of this *Agreement* by his spouse or his professional representative(s) will be considered a breach of this provision by Wallace himself.

17. Wallace acknowledges and agrees that Central Health is subject to the provisions of the Texas Public Information Act ("PIA"), Chapter 552 of the Texas Government Code, and all legal authorities relating to the PIA, including decisions and letter rulings issued by the Texas Attorney General's Office ("OAG"). Wallace further acknowledges and agrees that, if Central Health receives a request for disclosure of any information related to this Agreement, the information must qualify for an exception under the PIA to be withheld from public disclosure. Wallace authorizes Central Health to submit any information that Wallace has provided it and that has been

requested through the PIA, including information that Wallace has labeled as confidential or proprietary, to the OAG for a determination as to whether any such information may be excepted from public disclosure under the PIA. Notwithstanding the foregoing, nothing herein will be interpreted or construed to obligate Central Health to submit such information to the OAG, and Wallace expressly acknowledges and agrees that Wallace is responsible for making any legal argument to the OAG regarding the exception of the information in question from disclosure. Wallace waives any claim against and releases Central Health, its officers, board members, employees, agents, and attorneys from liability for disclosure of information, provided that such information was determined, by the OAG or a court of competent jurisdiction, to be subject to disclosure under the PIA.

Within 30 days of final execution of this agreement, Central Health will provide a complete copy of all information released in response to PIA requests received by Central Health since Wallace's termination and pertaining to Wallace's claims asserted in this lawsuit.

18. In addition to the confidentiality required by Paragraph 16, Wallace further agrees that neither he nor any representative(s) acting:

- a. at Wallace's direction;
- b. in active participation or concert with Wallace; or
- c. otherwise acting with Wallace's authority, shall in any manner:

(1) publish, discuss with any person, or otherwise disseminate to any person (including, without limitation, members of the print or broadcast media), other than Wallace's legal counsel, the allegations made by any Party in the Litigation; or

d. Persons, if any, to whom a disclosure is made pursuant to Paragraphs 16(a) and 16(b) of this *Agreement* shall be deemed representatives and agents of Wallace for purposes of Paragraph 18 of this *Agreement*.

Provided, however, nothing in the foregoing paragraph shall be construed to apply to statements made: (1) during the course of actual future litigation, if any, between Wallace and any Central Health Released Party and in connection with the prosecution or defense of claims made

therein; or (2) during truthful testimony made or given pursuant to a subpoena for testimony or as otherwise may be required by law.

19. Wallace and Wallace's attorney agree that a breach of Paragraph 16, 18, and/or 23 will create a substantial likelihood Central Health will suffer irreparable injury for which Central Health will have no adequate remedy at law; accordingly, Central Health will further be entitled to injunctive relief to restrain any such breach, without the necessity of any bond. Central Health's right to an injunction will not limit its right to any other remedies, including damages.

20. The parties, their attorneys, and any other representatives acting in their official capacity, agree that they will not provide any statements or comments about this matter to any member of the media, post on social media or disseminate through mass communication, or purchase paid media, other than an agreed statement, similar in nature to the following:

Central Health and Mr. Wallace agree that there are disputed issues between them and have jointly agreed to resolve the claims Mr. Wallace has asserted against Central Health. Central Health continues to deny Mr. Wallace's allegations of discrimination and retaliation and reiterates its commitment to maintaining a workplace free from discrimination, harassment, and retaliation.

21. Further, in the event Wallace hereafter is served with a Court order, subpoena, or other legal process which calls for disclosure of any statement or information within the scope of this *Agreement*, Wallace shall, within 14 days of receipt, provide Central Health with written notice thereof, served on Central Health's Human Resources Department via email at susan.willars@centralhealth.net and Stephanie S. Rojo, Thompson, Coe, Cousins & Irons, L.L.P., via email at srojo@thompsoncoe.com.

22. Wallace represents and warrants that:

a. Although he is Medicare eligible, Medicare has not made any conditional payments for medical services or products received by Wallace (pursuant to 42 U.S.C. § 2395y(b) and the corresponding regulations) and related to the alleged injury(ies) giving rise to this *Agreement*, and Wallace has provided documentation to support same. Further, Wallace represents and warrants that if any conditional payments related to the alleged

injury(ies) giving rise to this Agreement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Wallace shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at 42 C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made in this Section 22 shall survive settlement.

b. This settlement is based upon a good faith determination of the parties to resolve a disputed claim. The parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b). The parties resolved this matter in compliance with both state and federal law. The parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.

c. While it is impossible to accurately predict the need for medical treatment, this settlement is based upon a good faith determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Wallace's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

d. Wallace agrees to indemnify, hold harmless, and defend Central Health and/or its insurer(s) against any loss, cost, expense, or liability imposed upon or incurred by Central Health and/or its insurer(s) arising from, relating to or concerning Medicare conditional payments related to any accident, injury, or illness giving rise to this settlement.

e. Each party has been advised by counsel before signing this *Agreement* and has relied upon advice of said counsel with respect to all aspects of this *Agreement*. It is under-

stood and agreed that no mistake of law or mistake of fact made by either party shall constitute a basis for rescission or reformation or render any portion of this *Agreement* void or voidable.

23. Nothing contained in this agreement releases Wallace from any obligations Wallace may have to Central Health Released Parties under any existing agreement or under applicable law, including preserving as confidential, and refraining from using or disclosing, all Central Health Released Parties trade secrets, proprietary information, and confidential information received during the course of Wallace's employment and/or service as a member of Sendero's Board of Directors.

24. Each signatory warrants and represents:

a. Such person has the authority to bind the Party for whom such person acts.

b. Before the execution of this *Agreement*, each Party has fully informed themselves concerning the terms, contents, provisions and effects of this *Agreement*, and all facts and conditions sufficient and necessary to the decision to execute this *Agreement*, they have read all of the terms of this *Agreement* and they agree to them.

c. Each Party has relied upon the advice and comment of their own attorneys and is entering into this *Agreement* of their own free will and accord, without duress or other compulsion.

d. The claims, suits, rights, and/or interests which are the subject matter of this lawsuit are owned by the Party asserting same, have not been assigned, transferred or sold, and are free of encumbrance.

e. This *Agreement* sets forth the entire consideration for this *Agreement*, and all agreements and understandings between the Parties are embodied and expressed in this document. In this regard, the Parties expressly warrant no agent, servant, employee, attorney, representative, or any other person representing or claiming to represent any other Party has made any representations, promises, or statements of any kind to them or their

representatives to induce them to enter into this *Agreement*, other than those expressly contained in this *Agreement*, and reliance on any such representation, promise, or statement would be unintended and unjustified.

f. This *Agreement* embodies, merges, and integrates all prior and current agreements and understandings of the Parties, and may not be clarified, modified, changed, or amended except in writing signed by the person or entity against whom the clarification, modification, change, or amendment is being offered or enforced.

g. Each Party has substantial experience in negotiating contracts. This *Agreement* is the product of negotiations among the Parties, and, therefore, no Party to this *Agreement* shall be charged with having promulgated this *Agreement*.

25. **Wallace will indemnify and hold the Central Health Released Parties harmless from, and will reimburse the Central Health Released Parties for, any and all losses, damages, costs or expenses, including all attorneys' fees, resulting from any claim made by or through Wallace concerning any claim released or assigned by this Agreement.**

26. This *Agreement* is made and performable in Texas, and shall be governed by and construed in accordance with the laws of the State of Texas without regard or reference to choice or conflict of laws, except the normal rule of construction that ambiguities shall be construed against the drafter shall not be employed in the interpretation of this *Agreement*.

27. If any dispute arises over the interpretation and/or performance of this *Agreement* or any of its provisions, the Parties agree to attempt to resolve the dispute with a mediator before filing suit. If a dispute between the Parties cannot be resolved at the required in-person mediation, the Parties agree that any litigation they choose to pursue shall be filed in state or federal court in Travis County, Texas.

28. The consideration expressed in this *Agreement* is contractual and not a mere recital.

29. This *Agreement* may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one instrument.

30. The Parties agree this *Agreement* is not subject to revocation after the revocation period described in Paragraph 7(c) has expired.

IN WITNESS WHEREFORE, the undersigned have executed this *Agreement* on the dates indicated:

AGREED:

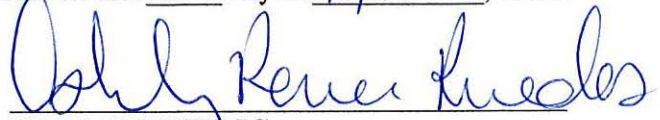

Larimen Wallace

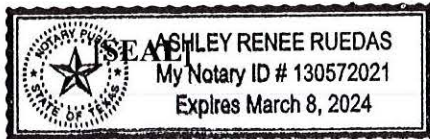
STATE OF TEXAS

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§
§

COUNTY OF Travis

Subscribed and sworn to before me, a notary public on this 12 day of April, 2021.


NOTARY PUBLIC



MY COMMISSION EXPIRES:

03/08/24

AGREED:

Mike Geeslin

Mike Geeslin, as authorized agent for
Travis County Healthcare District d/b/a
Central Health

STATE OF TEXAS

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§
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COUNTY OF Travis

Subscribed and sworn to before me, a notary public on this 15th day of April 2021.

Rachel M. Snow
NOTARY PUBLIC

[SEAL]



MY COMMISSION EXPIRES:

02/05/2024

EXHIBIT A

PROPERTY RETURN CERTIFICATION

This is to certify that I have returned to Central Health, the originals and all copies of all records, data, documents, contracts, invoices, notebooks, specifications, drawings, blueprints, equipment, notes, reports, business plans, customer lists, customer information, pricing information, marketing materials and information, credit cards, computers, laptops, personal tablets, mobile devices, electronic personal devices, proprietary information, or other property of Central Health Released Parties, and I have not retained copies of any such property, nor have I provided copies of any such property to anyone other than my attorney.


Larimen Wallace

Date: 4/12/2021

EXHIBIT B

PAGE INSERT IN DRAFT
DISMISSAL DOCUMENTS PROVIDED SEPARATELY

Austin, Texas 78701
512-271-5527 (Telephone)
512-287-3084 (Fax)
colin@wileywalsh.com

**ATTORNEY FOR PLAINTIFF
LARIMEN WALLACE**

CERTIFICATE OF SERVICE

I hereby certify that on December XX, 2020, a true and correct copy of the foregoing document was served in accordance with the Federal Rules of Civil Procedure upon all known counsel and parties of record by electronic service using the Court's CM/ECF system.

Stephanie S. Rojo
Kimberly L. Kauffman
701 Brazos, Suite 1500
Austin, TX 78701
Telephone: (512) 708-8200
Fax: (512) 708-8777
Email: srojo@thompsoncoe.com
Email: kkauffman@thompsoncoe.com

**ATTORNEYS FOR DEFENDANT
TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH**

/s/Draft

Colin Walsh