

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as "Agreement") is made and entered into by and between plaintiff JESSICA TAPIA (hereinafter referred to as "Plaintiff") and defendants, JURUPA UNIFIED SCHOOL DISTRICT, DANIEL BROOKS, and TRENTON HANSEN (hereinafter referred to as "Releasees").

WITNESSETH:

WHEREAS, Plaintiff was employed by JURUPA UNIFIED SCHOOL DISTRICT as a Teacher;

WHEREAS on or about February 8, 2023, Plaintiff filed a charge of discrimination with the Equal Employment Opportunity Commission (hereinafter referred to as "EEOC") identified as Charge No. 480-2023-02189, alleging discrimination on the basis of religion, and thereafter was issued a Right to Sue Letter.

WHEREAS on or about May 3, 2023, Plaintiff filed a lawsuit in the Central District of California, Santa Ana Division, which lawsuit is entitled "*Jessica Tapia v. Jurupa Unified School District, Trenton Hansen, in both official and personal capacity, and Daniel Brooks, in both official and personal capacity,*" designated as Case No. 5:23-cv-00789 (hereinafter referred to as the "Lawsuit").

WHEREAS, Releasees have denied and continue to deny Plaintiff's allegations in her Lawsuit and in her EEOC Charge, but Plaintiff and Releasees desire to settle fully and finally all differences between them, including but in no way limited to, those differences embodied in the aforementioned complaints which arose out of Plaintiff's employment with JURUPA UNIFIED SCHOOL DISTRICT up to and including the date of execution of this Agreement by Plaintiff.

WHEREAS, Plaintiff understands and agrees that settlement is subject to approval by the Jurupa Unified School District Board of Education, and without Board approval, this Agreement is null and void.

NOW, THEREFORE, in consideration of the promises herein contained, IT IS AGREED AS FOLLOWS:

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FIRST: Complete Release.

As a material inducement to Releasees to enter into this Agreement, Plaintiff for herself and her heirs, fully and forever releases and discharges the Releasees and their heirs, assignees, agents, partners, officers, directors, employees, representatives, administrators, board members, predecessors in interest, successors in interest, and all parent, subsidiary, affiliated or controlled entities and divisions thereof, of and from any and all complaints, charges, claims, demands, benefits, liabilities, obligations, promises, agreements, rights, costs of suit, attorney fees, losses, debts, actions or causes of action by reason of any damages, expenses, and any and all costs, or injuries whatsoever allegedly sustained by Plaintiff, including but not limited to any and all claims regarding misclassification of the Plaintiff and/or any claims for out of class work, and also occasioned directly or indirectly by the happening of certain incidents occurring throughout Plaintiff's employment, including but not limited to Plaintiff's last day of employment with the Releasees and up to the date of the execution of this Agreement, and any and all rights of appeal or other rights associated with the trial, judgment or appeal in the above-mentioned matter arising out of and including, but not limited to, those incidents alleged in the Complaint on file in the action entitled "*Jessica Tapia v. Jurupa Unified School District, Trenton Hansen, in both official and personal capacity, and Daniel Brooks, in both official and personal capacity,*" designated as Case No. 5:23-cv-00789

SECOND: Unknown Claims.

It is further agreed for the consideration stated in Paragraph TENTH of this Agreement and as a material inducement to Releasees to enter into this Agreement, that this Agreement is intended as a full and complete release and discharge of any and all claims that Plaintiff may or might have or had by reason of the happening of the incidents set forth in Paragraph FIRST of this Agreement and in accepting the consideration stated in Paragraph TENTH, Plaintiff hereby releases and discharges any and all such claims, and intends and does hereby release and discharge Releasees and all of said persons set forth in Paragraph FIRST of this Agreement, of and from any and all liability of any nature whatsoever for all damages, general or special, exemplary or punitive, or injury or injuries to Plaintiff specifically including, but not limited to, all expenses to which Plaintiff may have been put, and also including, but not limited to, all consequential damages on account of said incidents, as well as for all consequences, effects and results of such incidents and resulting damages, general, special, exemplary or punitive, or injury or injuries, whether the same or any circumstances pertaining thereto are now known or unknown to Plaintiff or anyone else, or have already appeared or developed, or may now be latent or may in the future appear or develop, or become known to Plaintiff or anyone else. After consulting with her attorney concerning the legal effect of the following, Plaintiff understands and agrees FURTHER, THAT ALL HER RIGHTS UNDER §1542 OF THE CALIFORNIA CIVIL CODE ARE HEREBY EXPRESSLY WAIVED. Plaintiff understands that §1542 of the California Civil Code provides as follows:

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.

Thus, notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release and discharge of Releasees, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims.

Therefore, Plaintiff hereby assumes the risk of any damage or injury which may now be latent or unexpected or which may hereafter appear, develop or occur as the result of said incidents, and Plaintiff will hold Releasees and all of said persons, firms, associations and corporations harmless from any and all claims therefor.

Plaintiff agrees that the Agreement shall include provisions necessary to release any claims which may arise under, among other things, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, 42 U.S.C., § 1981, the California Fair Employment and Housing Act, the California Labor Code, §§ 503 and 504 of the Rehabilitation Act of 1973. This Agreement includes a full and complete release of any claims by Plaintiff, however styled, arising out of the employment relationship or termination of the employment relationship with District and any named Defendants, including, but not limited to any claims related to harassment, discrimination, retaliation, and any tort and contract claims and any claims pursuant to the Labor Code. Defendants deny all liability and this settlement agreement shall not be construed as an admission of liability which is unequivocally denied.

THIRD: Non-Admission of Liability.

It is understood that this settlement and the execution of this Agreement by Releasees is not an admission of any liability whatsoever for any alleged wrongdoing with respect to Plaintiff by Releasees, or by any person, firm, association or corporation.

FOURTH: Dismissal with Prejudice.

Plaintiff further agrees to dismiss with prejudice said Complaint against Releasees entitled "*Jessica Tapia v. Jurupa Unified School District, Trenton Hansen, in both official and personal capacity, and Daniel Brooks, in both official and personal capacity,*" designated as Case No. 5:23-cv-00789, now pending in the Central District of California, by executing a Request for Dismissal with prejudice concurrently with the execution of this Settlement Agreement and General Release with the understanding that the dismissal shall not be filed until all terms including payments as forth hereinafter have been completed in accordance with this Agreement. In connection therewith, Plaintiff hereby **expressly** waives the right to seek relief from such dismissal.

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Releasee's attorneys, Walsh & Associates, APC, will have the responsibility of filing the above Request for Dismissal with prejudice in the Central District of California, and will provide counsel for Plaintiff with conformed copies thereof.

FIFTH: Attorneys' Fees.

It is further agreed for the consideration stated herein, that Plaintiff and Releasees will bear their own costs, expenses and attorneys' fees incurred not expressly set forth herein up to the date of execution of this Agreement, and that Plaintiff will pay her own attorney's fees pursuant to her agreement with her attorneys.

The amount of attorneys' fees, costs and other fees paid to all attorneys who have represented Plaintiff, in connection with the settlement of said Complaint, is to be paid in full by Plaintiff from the consideration paid under this Agreement. In addition, pursuant to the Taxpayer Relief Act of 1997 effective January 1, 1998, Plaintiff's attorneys, have provided Releasees W-9 forms for Advocates for Faith & Freedom and for Plaintiff to permit Releasees to file 1099 Forms for settlement purposes.

This Agreement represents the full and complete release of any and all claims that Plaintiff may or might have by reason of the happening of said incidents, including, but not limited to, said Complaint, and Plaintiff by signing this Agreement, does hereby release and discharge any and all claims for attorneys' fees, costs and expenses, and intends and does hereby release and discharge Releasees and all persons, firms, associations, or corporations of and from any and all liability of any nature in connection with the lawsuit entitled, "*Jessica Tapia v. Jurupa Unified School District, Trenton Hansen, in both official and personal capacity, and Daniel Brooks, in both official and personal capacity,*" designated as Case No. 5:23-cv-00789, whatsoever for attorneys' fees, costs and expenses, on account of said incidents, including, but not limited to, the above-referenced lawsuit and appeal and any and all outstanding liens for attorneys' fees, costs and expenses by anyone currently on file therein.

SIXTH: Full and Independent Knowledge.

Plaintiff has not been influenced to any extent whatsoever in making this Release by any representations or statements regarding this Release, the legal liability thereunder, or any other matters, made by Releasees or any other parties who are hereby released, or by any person or persons representing Releasees or all other parties, and Plaintiff accepts the consideration stated in Paragraph TENTH of this Agreement in full settlement and satisfaction of all claims or demands whatsoever.

Plaintiff understands that this Agreement is the result of extensive bargaining and negotiation between attorneys for Releasees and attorneys for Plaintiff and that during this bargaining and negotiation the subject of personal injuries, general and special damages, and

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punitive or exemplary damages were discussed and Plaintiff hereby declares and represents that she is effecting this settlement and executing this Agreement after having received full legal advice as to her rights from her attorneys, Robert Tyler, Esq., and Julianne Fleischer, Esq., of ADVOCATES FOR FAITH & FREEDOM.

SEVENTH: [Left Blank Intentionally].

EIGHTH: [Left Blank Intentionally].

NINTH: Indemnification.

As a further material inducement to Releasees to enter into this Agreement, Plaintiff hereby agrees to indemnify and hold Releasees harmless from and against any and all loss, costs, damages, or expenses, including, without limitation, attorneys' fees incurred by Releasees, or any of them, arising out of any breach of this Agreement by Plaintiff or the fact that any representation made herein by Plaintiff was knowingly false when made.

In addition to the foregoing, Plaintiff hereby agrees to indemnify and hold the Releasees free and harmless from any and all damages, claims, and expenses, including, but not limited to all Plaintiff's actual court costs, attorneys' fees, attorney liens, medical liens, insurance company liens, governmental liens and any and all other liens, known or unknown, including but not limited to all MediCal and MediCare liens and payments, which are asserted or may be asserted as a result or on account of incidents which gave rise to the certain litigation entitled "*Jessica Tapia v. Jurupa Unified School District, Trenton Hansen, in both official and personal capacity, and Daniel Brooks, in both official and personal capacity,*" designated as Case No. 5:23-cv-00789, or the claims asserted therein.

TENTH: Payment by Releasee.

JURUPA UNIFIED SCHOOL DISTRICT agrees that when WALSH & ASSOCIATES, APC receives the fully executed original of this Agreement, JURUPA UNIFIED SCHOOL DISTRICT will transmit to the attorneys for Plaintiff, Advocates for Faith & Freedom, a check in the amount of Seventy Five Thousand Dollars (\$75,000), which represents costs and attorney's fees, made payable to Advocates for Faith & Freedom, and to Plaintiff, a check in the amount of Two Hundred Eighty Five Thousand Dollars (\$285,000), made payable to Jessica Tapia, for a total settlement amount of Three Hundred Sixty Thousand Dollars (\$360,000.00), as settlement of alleged damages and/or costs, fees and attorneys' fees, no later than sixty (60) days after Board approval. Plaintiff agrees that this settlement amount is in full, complete, and final settlement of any and all matters between Plaintiff and Releasee as set forth herein.

Plaintiff agrees and understands that the Releasee will be issuing a 1099 for the disbursement of the settlement proceeds to Plaintiff and a 1099 for the disbursement of the

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settlement proceeds to Plaintiff's attorneys. Plaintiff further agrees and understands that she is responsible for any income taxes payable on the amount of the settlement proceeds, and she agrees to indemnify and hold Releasee harmless in the event any governmental agency seeks to recover those income taxes owing by Plaintiff from Releasee. Each party agrees to bear its own tax liability in the event any governmental agency later challenges the distribution of these proceeds.

ELEVENTH: No Filings by Plaintiff.

Plaintiff represents that she has not filed any complaints or charges against Releasee or its agents with any local, state, or federal agency or court, other than the aforementioned Case No. 5:23-cv-00789 and associated EEOC charge, charge No. 480-2023-02189. Plaintiff represents and agrees that she will not file any other complaints or charges against Releasee and or their agents with any local, state, or federal agency or court at any time hereafter based upon any matter related to Plaintiff's employment with the Releasee based upon any matter arising on or before the date this Agreement is executed by Plaintiff. Plaintiff further represents and agrees that if any agency or court assumes jurisdiction of any such complaint or charge against Releasee on behalf of Plaintiff, she will request such agency or court to withdraw from the matter. This provision shall not prohibit Plaintiff from seeking redress to enforce her rights under this Agreement.

TWELFTH: Ownership of Claims.

Plaintiff represents that she has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, or any portion thereof, or interest therein.

THIRTEENTH: Non-Disparagement.

Plaintiff represents and agrees that, as a condition of payment to her of the monies specified in paragraph TENTH and as a material inducement to Releasee to enter into this Agreement, she shall refrain from making any public or private statements which disparage the individual defendants, Trenton Hansen, and Daniel Brooks. Defendants Trenton Hansen, and Daniel Brooks, also represent and agree that they shall refrain from making any public or private statements which disparage Plaintiff.

Plaintiff and Trenton Hansen and Daniel Brooks further agree and promise that they will not induce or incite claims of discrimination, harassment, wrongful discharge, breach of contract, tortious acts, or any other claims against each other. This provision does not preclude Plaintiff and Trenton Hansen and Daniel Brooks from testifying in any matter when subpoenaed to do so as a witness pursuant to the California Code of Civil Procedure.



D.B. Initials



T.H. Initials



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FOURTEENTH: No Reemployment.

Plaintiff specifically and expressly waives any right that she has, or may have, to be employed, reemployed, rehired, and considered for employment or reinstatement with Releasee. Plaintiff expressly acknowledges that Releasee's decision to sever the employment relationship was based on grounds allowed pursuant to Cal. Code of Civil Procedure section 1002.5. In agreeing to this provision, Plaintiff knowingly and voluntarily acknowledges that if she ever applies for or seeks employment with Releasee, she will be denied employment because of this Agreement. Plaintiff further agrees that any rejection of any such application for employment is not for a discriminatory, retaliatory, or illegal purpose.

FIFTEENTH: Successors.

This Agreement shall be binding upon Plaintiff and upon her heirs, administrators, representatives, executors, and assigns, and shall inure to the benefit of Releasee and to its heirs, administrators, representatives, executors, successors, and assigns.

SIXTEENTH: Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of said state.

SEVENTEENTH: Severability.

Should any of the provisions of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

EIGHTEENTH: Proper Construction.

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

(b) As used in this Agreement, the term "or" shall be deemed to include the term "and/or" and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

(c) The paragraph headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof. The location of the paragraph is not intended to express the priority or importance of said paragraph.

NINETEENTH: Execution of Agreement in Counterparts.

This Settlement Agreement and General Release may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

TWENTIETH: Entire Agreement.

This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

This Agreement cannot be amended, altered, modified, or superseded except by a written agreement so stating signed by Plaintiff and the Releasee.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed this 5/10, 2024, at Wildomar, California.

Jessica Tapia
Jessica Tapia (May 10, 2024 18:32 PDT)
JESSICA TAPIA
Plaintiff

Executed this May 14, 2024, at Jurupa Valley, California.


JURUPA UNIFIED SCHOOL DISTRICT
Releasee

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Executed this May 14, 2024, at Jurupa Valley, California.



DANIEL BROOKS
Releasee

Executed this May 14, 2024, at Jurupa Valley, California.



TRENTON HANSEN
Releasee

APPROVED AS TO FORM:

Executed this May 10, 2024, at Chino, California.

ADVOCATES FOR FAITH & FREEDOM



Robert Tyler, Esq.
Julianne Fleischer, Esq.
Attorney for Plaintiff, Jessica Tapia

Executed this May 13, 2024, at Encino, California.

WALSH & ASSOCIATES, APC



Dennis J. Walsh, Esq.
Arash Arjang, Esq.
Attorney for Defendants, JURUPA UNIFIED SCHOOL DISTRICT
DANIEL BROOKS, and TRENTON HANSEN