

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is between TENG MUA, an individual ("MUA"), and the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"). MUA and COUNTY are each a "Party" to this Agreement and are collectively the "Parties" to this Agreement.

Recitals

A. MUA was employed by COUNTY as an Information Technology Analyst IV in the County of Fresno Department of Social Services.

B. During and subsequent to his employment by COUNTY, MUA made various legal claims against the COUNTY.

C. By this Agreement MUA will expressly release, waive, discharge and forever compromise all claims, damages, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), and charges of whatsoever nature MUA has asserted or could assert against the COUNTY, its officers, employees and agents up to the Effective Date of this Agreement, as that term is defined in section 1, below.

D. In addition, this Agreement sets out the performances required of the COUNTY given in consideration of said release of all claims as well as additional terms and conditions to be performed by the Parties.

The Parties therefore agree as follows:

1. Effective Date. The "Effective Date of this Agreement" is the date on which both Parties have finally executed this Agreement, as shown opposite their respective signatures, whether in the original or in counterparts as provided below.

2. COUNTY's Consideration. In consideration of the general release provided by MUA in this Agreement as well as the performance of any other terms and conditions of this Agreement, the COUNTY shall issue an electronic payment made payable to E-Justice Project, APC Client Trust Account in the amount of \$80,080.32. COUNTY's payment to MUA shall be paid within 30 days after the latest of the following: (a) this Agreement is executed by all Parties; and (b) MUA provides COUNTY with E-Justice Project APC's W9, and/or other such tax forms as may be required by COUNTY.

3. Personnel File. A copy of this Agreement shall be maintained in MUA's personnel file.

4. Releases of Liability.

4.1. In consideration of the promises and covenants contained in this Agreement, MUA agrees to the following releases.

4.2. Specific Release of Age Discrimination Claims. MUA acknowledges and agrees that by signing this Agreement, MUA waives any claims he may have under the Age Discrimination in Employment Act of 1967 (the ADEA) and the Older Worker Benefit Protection Act (OWBPA). Further, MUA acknowledges that:

- a. MUA has been given at least twenty-one (21) days to consider this Agreement, and that MUA's signature below indicates that MUA has either taken twenty-one (21) days to consider this Agreement, or has knowingly and voluntarily waived some or all of this consideration period;
- b. MUA knowingly and voluntarily agrees to all of the terms and conditions set forth in this Agreement, including his waiver of any claim he may have under the ADEA and OWBPA, and that MUA intends to be bound by all of the terms and conditions of this Agreement;

- c. After signing this Agreement, MUA shall have seven (7) days to revoke this Agreement and any such revocation must be in writing and delivered to Sanja Bugay, Director of Social Services and shall state, "I hereby revoke my acceptance of our Settlement Agreement." The revocation must be signed and dated by MUA, and must be received no later than the seventh (7th) calendar day following MUA's execution of the Agreement;
- d. MUA has been advised to consult with an attorney with respect to his waiver of claims under the ADEA and OWBPA prior to executing this Agreement, including but not limited to the waiting time period requirements, and hereby acknowledges and agrees that he is making a knowing and voluntary waiver;
- e. MUA has been and hereby is advised in writing that this Agreement shall not become effective or enforceable as against any Party hereto until the revocation period has expired; and
- f. If MUA revokes this Agreement MUA will not receive the consideration referenced herein, including the payment provided in section 2 of this Agreement.

4.3. General Release. Excepting the obligations that are expressly set forth in this Agreement, MUA hereby does release and forever discharge the COUNTY, its past or current board members, officers, employees, contractors, agents, successors and assigns, and all of them, as well as any and all persons acting or allegedly acting by, under, through or in concert with any of them ("Released Parties"), against any and all claims, damages, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, or ever filed or prosecuted (collectively, "Claims") which

MUA may now have, or claims to have, or any time heretofore had, or claimed to have had, against the Released Parties as a result of things undertaken, said, stated, done or admitted to be done up to and including the Effective Date of this Agreement.

4.4. Waiver of Unknown and Unanticipated Claims. It is understood and agreed that the releases as referred to herein are full and final releases by MUA of the Released Parties, and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed. With respect to any claims by MUA against the Released Parties, MUA expressly waives the provisions of California Civil Code section 1542, which 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.

In that connection, the Parties hereto, and each of them, understand and acknowledge that one or more of the Claims may include losses sustained by MUA on account of the Released Parties that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, MUA acknowledges that this release has been negotiated and agreed upon, and that in consideration for the rights and benefits under this Agreement, MUA intends and hereby does release, acquit and forever discharge the Released Parties as set forth above, from any and all Claims, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

5. Modification. This Agreement may not be modified, and no waiver is effective, except by written agreement signed by both Parties. MUA acknowledges that COUNTY employees have no authority to modify this Agreement except as expressly provided in this Agreement.

6. Non-Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

7. Representation by Counsel. This Agreement has been carefully read by the Parties and its contents are known and understood by all Parties. The Parties have had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review and advisability of executing this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

8. No Admissions. Nothing contained in this Agreement shall be deemed as an admission of any kind by or to any Party to this Agreement.

9. Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the Parties' original intent.

10. Governing Law and Consent to Jurisdiction. The rights and obligations of the Parties, and the interpretation and performance of this Agreement, shall be governed by the laws of the State of California, excluding its conflict of law rules. To the maximum extent permitted by law, the Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and determined in the Superior Court of the State of California, in and for the County of Fresno.

11. Captions. All paragraph captions are for convenience only and are not part of this Agreement.

12. Construction. The final form of this Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either Party.

13. Entire Agreement. This Agreement, including its exhibits, is the entire agreement between MUA and COUNTY with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement.

14. Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

15. Electronic Signature. The Parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title

2.5, beginning with section 1633.1). Each Party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other Party may rely upon that representation. This Agreement is not conditioned upon the Parties conducting the transactions under it by electronic means and either Party may sign this Agreement with an original handwritten signature.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. All prior writings concerning the subject matter are hereby expressly superseded and are of no further force and effect. No variation or modification of this Agreement shall be deemed valid unless set forth in writing and signed by all the Parties.

Dated: 4/12/2023

DocuSigned by:
By Teng Mua
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TENG MUA

COUNTY OF FRESNO

Dated: 5/9/23

By Sal Quintero
SAL QUINTERO, Chairman of the Board of
Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By Alexandria Viera

For Accounting Use Only:

Org No.: 56107001

Account No.: 7295

Fund No.: 0001

Subclass No.: 10000

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