

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release (“Agreement”) is entered into between the County of Los Angeles and its past or present Board members, directors, governing body, employees, agents, predecessors, attorneys, divisions, departments, representatives, insurers, successors in interest and assigns, and all persons acting by, through, under or in concert with any of them (collectively the “County”), on the one hand, and [REDACTED] (“Jane Doe”), [REDACTED] (“Mary Roe”), and [REDACTED] (“N.L.”) (collectively, “Claimants”), on the other. The County and Claimants are collectively referred to as the “Parties” or individually as a “Party” with reference to the following:

RECITALS

A. WHEREAS, Jane Doe and Mary Roe (“Plaintiffs”) were students at the University of Southern California (“USC”) in the Master of Social Work (“MSW”) program. Plaintiffs were selected by USC to participate in the Los Angeles County Department of Children and Family Services (“DCFS” or “Department”) Title IV-E Master of Social Work Trainee Program or (“MSW Trainee Program”), which provides MSW students an \$18,500.00 educational stipend for each year of their studies and a one-year DCFS field internship assignment in exchange for their promise to work as a Children’s Social Worker (“CSW”) II with DCFS for two years upon graduation;

B. WHEREAS, Plaintiffs filed charges of discrimination with the Equal Employment Opportunity Commission and/or the California Department of Fair Employment and Housing (which has since been named the California Civil Rights Department) and a lawsuit in the Superior Court for State of California in the County of Los Angeles (“LASC”) styled *Jane Doe & Mary Roe v. County of Los Angeles*, LASC Case No. 21STCV27868 (hereinafter collectively referred to as “Plaintiffs’ Lawsuit”);

C. WHEREAS, the County filed a Cross-Complaint against Plaintiffs sounding in breach of contract in LASC Case No. 21STCV27868 (hereinafter “County’s Cross-Complaint”);

D. WHEREAS, on December 13, 2021, the Superior Court Judge presiding over LASC Case No. 21STCV27868 granted Plaintiffs’ Motion to Proceed Pseudonymously;

E. WHEREAS, on November 4, 2022, the Superior Court Judge presiding over LASC Case No. 21STCV27868 granted Plaintiffs’ Motion for Summary Adjudication as to Plaintiffs’ Fourth Cause of Action for Failure to Engage in the Interactive Process in Good Faith and denied the County’s Motion for Summary Judgment;

F. WHEREAS, N.L., another former participant in the DCFS MSW Trainee Program, filed a government claim with the County on or about December 27, 2022 (County Claim No. 22-23389) and charges of discrimination with the Equal Employment Opportunity Commission and/or the California Civil Rights Department (“Charges”) asserting similar claims to those asserted in Plaintiffs’ Lawsuit;

G. WHEREAS, the Parties have been using the services of a professional mediator, the Hon. Margaret Nagle (Ret.) since approximately September 2022 to attempt to informally resolve Plaintiff's Lawsuit and the County's Cross-Complaint prior to trial, which is currently scheduled to commence on July 17, 2023;

H. WHEREAS, the Parties categorically deny any and all of the claims and allegations asserted them by the other Party, but the Parties wish to avoid the uncertainty of litigation and the incurring any additional litigation expenses;

I. WHEREAS, this Agreement is intended to be a full, complete and final settlement of each and every claim, cause of action, appeal, or liability, whether known or unknown, Claimants have or may have against the County and any claims that the County has or may have against Claimants, prior to and up through the Effective Date of this Agreement, including but not limited to, the claims asserted in Plaintiffs' Lawsuit, N.L.s Charges, and in the County's Cross-Complaint.

NOW THEREFORE, and in consideration for the promises contained herein, and other good and valuable consideration, receipt of which is acknowledged by the execution of this Agreement, and to avoid unnecessary litigation, it is agreed by and between the Parties as follows:

SETTLEMENT TERMS

1. Subject to the County's Formal Approval Process. This Agreement is contingent upon the prior approval of its terms and conditions by the County's formal claims approval process ("County's Formal Approval Process"). After execution of this Agreement by Claimants, the County will seek to have the Agreement approved by and through the County's Formal Approval Process. Claimants acknowledge that this approval process can, and often does, take several or more months to complete and the County agrees to use its best efforts to expedite the County's Formal Approval Process so that the Agreement is presented for approval to the County's Claims Board and then the County's Board of Supervisors as soon as reasonably possible. The County and Claimants acknowledge and expressly agree that if this Agreement is not approved by the County's Board of Supervisors after having gone through the County's Formal Approval Process, the Agreement shall be null and void *ab initio*.

2. The County's Promises. In consideration of the promises made by Claimants in this Agreement, the County will:

A. As soon as reasonably possible after the County's Board of Supervisor's approval of this Agreement as described in paragraph 1 above and provided that Claimants have each provided the County with an IRS Form W-9 before payment is due under this Agreement, make a payment of the following amounts to claimants: \$250,000 to Mary Roe by way of check made payable to: [REDACTED]; \$250,000 to Jane Doe by way of check made payable to: [REDACTED]; and \$175,000 to N.L. by way of check made payable to: [REDACTED] ("Damages Payments"). These Damages Payments will be reported on an IRS Form 1099 issued to Claimants for all alleged damages, interest and other forms of compensation sought by Claimants in connection with Plaintiffs' Lawsuit, the County's Cross-Complaint, N.L.'s Charges, and any other services or proceedings relating to Claimants that occurred prior to the Effective Date of this Agreement. Each Claimant will be solely responsible for the tax liability

for taxes owed by them as a result of receiving their respective Damages Payments, and they each shall hold the County harmless for any failure to pay any taxes owed by them as a result of their receiving the Damages Payment.

B. As soon as reasonably possible after the County's Board of Supervisor's approval of this Agreement as described in paragraph 1 above, the County will cease requiring applicants for CSW Intern positions to submit to any pre-employment, post-offer ("PEPO") psychological evaluation process in advance of their field internship. The County reserves the right to re-institute the PEPO psychological evaluation requirement if such evaluations for CSW Interns become required by law, if the County is ordered to do so by a Court of competent jurisdiction, or if a Court or Jury finds that the County's failure to conduct a PEPO psychological evaluation of MSW Interns was negligent or otherwise unlawful.

C. As soon as reasonably possible after the County's Board of Supervisor's approval of this Agreement as described in paragraph 1 above, for applicants for permanent employment in DCFS's Children Social Worker classifications other than Intern, i.e., CSW Trainee, CSW I, CSW II, CSW III and Supervising CSW ("DCFS CSW classifications"), the County's PEPO psychological evaluation protocol will be evaluated, and revised if needed, according to the procedure described below:

1. The Parties have mutually selected one Industrial and Organizational psychologist ("I/O"), Dr. Loretta Hough, and one Clinical psychologist, Dr. Anthony Tarescavage, (hereinafter "team") to perform an audit and analysis of the County's PEPO process for its DCFS CSW classifications. The County agrees to pay the fees and costs of the team.

2. The County has discretion to authorize the team to begin their audit and analysis work before the Effective Date of this Agreement, but it is not required to do so. If for any reason one of the mutually-chosen experts identified above is unable to proceed with the work described below, the Parties will work collaboratively to identify a mutually-acceptable replacement. If the Parties cannot agree on a replacement expert within 30 days, the replacement expert be chosen by Judge Nagle or another mutually-acceptable arbitrator according to the following procedure: a) each Party will submit the names and qualifications of up to three proposed experts; b) the Parties will then have two weeks to provide commentary regarding any or all of the proposed candidates; c) the arbitrator will select an expert from the names provided, and such selection shall be final.

3. The team of experts will be tasked with ensuring that the County's PEPO evaluation protocols for DCFS CSW classifications are job related and consistent with business necessity, as required by Government Code section 12940, subd. (f) and its corresponding regulations.¹ The team will also be tasked with ensuring that any evaluation protocols for DCFS

¹ If there is any dispute regarding which regulations are applicable, such dispute will be resolved by arbitration before Judge Nagle or another mutually-agreeable arbitrator. In the event of such a dispute, each side will be permitted to submit a brief setting forth their position, along with such oral argument as the arbitrator permits. Briefs will not exceed five double-spaced pages in length, and the arbitrator's decision regarding applicable regulations will be final.

CSW classifications are properly validated, in accordance with the team's professional expertise and judgment.

4. The Parties will be permitted to provide information to the team (e.g., a brief outlining what they think is important and why, and what legal standards the Party believes the team should operate under) at the beginning of the team's audit and evaluation process for the team's consideration as the team sees fit. Such briefing, if any, will be shared among the Parties.

5. Subject to discretion of team, the I/O will take the lead on determining what must be measured as part of the evaluation and selection protocol for DCFS CSW classifications, based on a current job analysis and the team's professional expertise. The team will also evaluate and make recommendations on evaluation instruments and methodology for evaluations using their respective professional expertise.

6. To the extent the team determines psychopathology (or certain clinical measures/scales) are job-related and necessary to determine the applicant's ability to perform the essential functions of the DCFS CSW classification in question and/or to determine whether the applicant poses a danger to themselves or others, the clinical psychologist will provide input on what assessment method(s) to use.

7. Upon completion of their audit and evaluation process, the team will prepare and provide a draft report to the Parties regarding their proposal for an evaluation protocol for DCFS CSW classifications that is job related and consistent with business necessity, as required by Government Code section 12940, subd. (f).

8. If the team determines that psychopathology (or certain clinical measures/scales) are job related and must be assessed, the draft report will also contain:

a. Recommended changes to the County's appeal procedure for second opinion evaluators and/or a suggested alternate protocol for any second opinion evaluator retained by an applicant, at their own cost, as part of an appeal;

b. A recommended protocol for what information should be shared during "interactive process" meetings with any disqualified applicants; and

c. Recommendations regarding how determinations about reasonable accommodations, if any, should be made (including who among the County or its designated agents should be making those determinations and what information must be shared between or among evaluators, the County, and DCFS CSW applicants for an interactive process regarding reasonable accommodations.)

9. The Parties (which includes their retained experts) will be given a reasonable amount of time to review the team's draft report and raw underlying data/data sets, and to provide feedback (either orally, in writing or both at their discretion). Such feedback, if any, will be shared among the Parties. Oral feedback, if any, will be given in the presence of both Parties and/or their counsel.

10. The team shall consider the Parties' feedback as the team sees fit and then issue a final report. The Parties will request that the final report include what must be measured and how, as well as (if necessary):

a. Recommended changes to the County's appeal procedure for second opinion evaluators and/or a suggested alternate protocol for any second opinion evaluator retained by an applicant as part of an appeal, assuming the team determines that changes from the County's existing protocol are needed;

b. A recommended protocol for what information should be shared during "interactive process" meetings with any disqualified applicants, assuming the team determines that changes from the County's existing protocol are needed; and

c. Recommendations regarding how determinations about potential reasonable accommodations, if any, should be made (including who among the County and its designated agents should be making those determinations and what information must be shared between or among evaluators, the County, and DCFS CSW applicants for a good faith interactive process), assuming the team determines that changes from the County's existing protocol are needed).

11. To the extent any Party disagrees with the final evaluation and selection protocol developed by the team and/or County fails to implement any aspect of that protocol, disputes will be resolved by a short mediation with Judge Nagle, followed by an arbitration before Judge Nagle. If Judge Nagle retires or is otherwise unavailable, such disputes will be resolved in the same way by another mutually-agreeable mediator/arbitrator. If the Parties cannot agree on a replacement mediator/arbitrator, they will ask that one be randomly assigned by JAMS.

D. As soon as reasonably possible after the County's Board of Supervisor's approval of this Agreement as described in paragraph 1, the County will dismiss the County's Cross-Complaint in its entirety with prejudice. The County also hereby and forever releases and discharges the Claimants and any heirs or assigns from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not it has been brought before any state or federal court or before any state or federal agency or other governmental entity, including, but not limited to, any and all claims against Claimants arising from or related to Plaintiffs' Lawsuit, the County's Cross-Complaint, N.L.'s Charges, Claimants' Participation in the MSW Trainee Program, and/or any claim related in whole or in part to Claimants' interactions with the County up through the Effective Date of this Agreement. This includes, but is not limited to, any claims related to Claimants' receipt of stipend payments from the County.

3. Claimants' Promises. In consideration of the promises made by the County in this Agreement and the County's compliance with the same, Claimants agree to the following:

A. As soon as reasonably possible after the County's Board of Supervisor's approval of this Agreement as described in paragraph 1, above, and the County's compliance with

the terms of paragraphs 2(A) and 5 of this Agreement regarding Damages Payments and Attorneys' Fees and Costs, Plaintiffs will dismiss Plaintiffs' Lawsuit in its entirety with prejudice. Claimants also hereby and forever release and discharge the County, and any past and/or present affiliated entities, including any and all County departments, as well as any past and/or present direct or indirect successors, officers, officials, elected officials, current and former directors, predecessors, assigns, agents, insurers, employees, lay volunteers or representatives, attorneys and representatives, and each of them, past and present ("Releasees"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not it has been brought before any state or federal court or before any state or federal agency or other governmental entity, including, but not limited to, any and all claims of Claimants arising from or related to Plaintiffs' Lawsuit, the County's Cross-Complaint, N.L.'s Charges, and/or any claim related in whole or in part to Claimants' interactions with the County up through the Effective Date of this Agreement.

B. Claimants understand and agree that they are waiving any rights they have, may have had, or may have, to pursue any and all remedies available to them against Releasees, including without limitation, any employment law based claim, such as claims for discrimination, harassment, and/or retaliation, claims under the California Fair Employment and Housing Act (California Government Code section 12900, et seq.), the California Family Rights Act (California Government Code section 12945.2), the Unruh and George Civil Rights Acts (California Civil Code section 51, et seq.), the Meyers-Milias-Brown Act, all provisions of the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et seq.), the Age Discrimination in Employment Act (29 U.S.C. § 621, et seq.), the Equal Pay Act (29 U.S.C. § 206(d)), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), the Family and Medical Leave Act (29 U.S.C. § 2601, et seq.), the Employment Retirement Income Security Act of 1974 (29 U.S.C. § 1001, et seq.), Sections 1981 to 1988 of Title 42 of the United States Code (42 U.S.C. § 1981, et seq.), the American with Disabilities Act (42 U.S.C. § 12101, et seq.), claims of retaliation or whistle-blowing (including but not limited to California Labor Code section 1102.5, et seq. and Government Code section 12653), claims for breach of any type of contract, including written, oral or implied and, including, breach of any covenant, promise or representation pertaining to Claimants' application for internships or employment, whether expressed or implied, and all other claims arising in contract, tort, or equity, or under any other statute, whether federal, state or local up through the Effective Date of this Agreement.

D. Claimants are responsible for any and all liens to be paid out of the Damages Payments or Attorney Fee & Cost Settlement Payment, if any liens exist.

4. Waiver of Civil Code Section 1542. The Parties hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads 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.

The Parties hereby expressly waive the provisions of California Civil Code section 1542 and incorporate said section by reference into this Agreement and further expressly waive any right to invoke said provisions now or at any time in the future in connection with claims related to those asserted in Plaintiffs' Lawsuit, the County's Cross-Complaint, N.L.'s Charges, or which exist or may exist up through the Effective Date of this Agreement. The Parties agree and understand that that factors which have induced them to enter into this Agreement may turn out to be incorrect or to be different from what they had previously anticipated, and they hereby expressly assume any and all of the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

ADDITIONAL TERMS

5. Attorneys' Fees and Costs. The amount of attorneys' fees and costs due to Claimants' counsel will be resolved by motion to the Superior Court Judge presiding over Plaintiffs' Lawsuit, but in no event will the County be required to pay more than \$2,220,000 in reasonable attorneys' fees and costs to Claimants and/or Claimants' counsel in connection with Plaintiffs' Lawsuit, the County's Cross-Complaint, and/or N.L.'s Charges.

Claimants' counsel will file a motion for fees and costs within 30 days of the County's Board of Supervisor's approval of this Agreement. The County reserves the right to contest the amount of reasonable attorneys' fees and costs due to Claimants and/or Claimants' counsel on any applicable grounds. As soon as reasonably possible after the Superior Court Judge presiding over Plaintiffs' Lawsuit issues an order on the motion for fees and costs filed by Claimants' counsel, and provided that Claimants' counsel of record in this action have provided the County with an IRS Form W-9, the County will pay the amount of fees and costs awarded by the Superior Court Judge presiding over Plaintiffs' Lawsuit, **subject to a cap of no more than \$2,220,000**, ("Attorney Fee & Cost Settlement Payment") made payable to: "Disability Rights Advocates" ("Law Office"), to be reported on an IRS Form 1099 issued to the Law Office for its fees, costs and interest associated with representing Claimants in connection with Plaintiffs' Lawsuit, the County's Cross-Complaint, N.L.'s Charges and any other services or proceedings relating to Claimants that occurred prior to the Effective Date of this Agreement. Law Office will be solely responsible for any tax liability associated with this Attorney Fee & Cost Settlement Payment, and shall indemnify and hold the County harmless for any and all tax liability associated with this payment.

6. No Admission of Liability and No Third Party Beneficiary Rights. This Agreement and compliance with this Agreement shall not in any way be construed as an admission by any Party of the truth of any allegations, or an admission of any unlawful acts or other liability whatsoever against each other or against any other person or entity. The Parties specifically disclaim any liability to, against each other, or against any other person or entity, on the part of themselves, any related person or any related predecessor entity or its or their agents, representatives or successors in interest and assigns. This Agreement cannot be used by any person to demonstrate any admission of liability or wrongdoing by any Party to this Agreement, and this

Agreement cannot be used by any person to establish that he or she or it is a third party beneficiary of this Agreement.

7. Total Consideration. In no event shall the County pay Claimants and their counsel anything more than the amounts specified in paragraphs 2(A) and 5 of this Agreement regarding Damages Payments and Attorneys' Fees and Costs, no matter how those funds are comprised. Claimants will receive no other benefits, no other financial consideration from the County or other consideration as a result of entering into and/or executing this Agreement.

8. Representation of No Pending Claims. Claimants represent that, other than the claims described herein, they have not filed any lawsuits, complaints, appeals, claims, applications or charges against the County or any related persons or against any of its or their past or present officers, directors, governing bodies, elected officials, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and/or all persons acting by, through, under, or in concert with any of them, with any state or federal court, or local, state or federal agency, or administrative or quasi-administrative tribunal or person, based on any events occurring on or prior to the Effective Date of this Agreement.

9. No Prior Assignments. Claimants represent that neither they nor their attorneys have assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the County.

10. Covenant to Effectuate Agreement. Each Party agrees to do all things and execute and deliver all documents necessary to fulfill and give effect to the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

11. No Duress or Undue Influence. The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

12. Consultation with Counsel. The Parties affirm that, prior to execution of this Agreement, they have consulted with their respective legal counsel/representatives concerning the terms and conditions set forth herein, and that they understand the advice provided to them.

13. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect.

14. Interpretation. This Agreement has been jointly negotiated and drafted by counsel for the Parties. The language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

15. Severability. In the event that any provision of this Agreement is declared to be illegal, invalid, unenforceable, and/or void by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted from this Agreement, but this Agreement shall in all other respects remain unmodified and continue in force and effect.

16. No Precedent. This Agreement is in no way intended, and shall in no way be construed, to restrict rights guaranteed to the County under local, state or federal law, rule, policy or agreement, or to establish a precedent in this or any other matter, now or in the future. Nothing in this Agreement, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued or used specifically for the negotiations leading to this Agreement, shall be admissible in any proceeding of whatever kind or nature except solely to prove breach of this Agreement.

17. Execution of Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

18. Enforceable and Binding Agreement. This Agreement, once formally approved as specified in Paragraph 1, is intended to be binding and enforceable and reflects the material terms of the final agreement between the parties to this dispute, and each of them. This Agreement is admissible and subject to disclosure, despite any otherwise enforceable requirements of confidentiality, for the purpose of establishing in court that an agreement has been reached by the parties for purposes of enforcing and interpreting that agreement or as required by law.

19. Confidentiality. The Parties understand that this Agreement may be subject to disclosure under the California Public Records Act (“CPRA”) or similar laws. Pursuant to the order granting pseudonymity in this case and the Court’s finding that Plaintiffs’ need for pseudonymity outweighs “any countervailing public interest in knowing their true names,” the County will endeavor to disclose only the version of this Agreement that redacts Claimants’ true names. *See* Gov. Code § 7922.000 (justifying nondisclosure where “the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.”).

20. Effective Date. The Effective Date of this Agreement shall be the last date on which all Parties have signed this Agreement and after this Agreement has been formally approved as specified in Paragraph 1.

21. Tolling of N.L.’s Charges. The Parties agree that, if this Agreement is not formally approved by the County as specified in Paragraph 1, any statutes of limitations related to N.L.’s Charges will be tolled as of the last date on which all Parties have signed this Agreement.

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


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IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Agreement and General Release.²


Dated: June 20, 2023

By:

DocuSigned by:

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Jane Doe

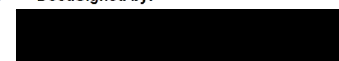
Dated: June 20, 2023

By:

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Mary Roe

Dated: June 20, 2023

By:

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N.L.

Dated: _____


By: _____

Brandon Nichols, Director
Department of Children and Family Services
For the County of Los Angeles

APPROVED AS TO FORM:

Dated: June 20, 2023

By:


Stuart Seaborn
Disability Rights Advocates
Attorneys for Claimants

Dated: _____

By: _____

Geoffrey S. Sheldon
Liebert Cassidy Whitmore

Attorneys for County of Los Angeles

² A version of this Agreement signed with the legal names of Jane Doe, Mary Roe, and N.L. will be maintained in the files of counsel for the Parties, consistent with the Protective Order and Order Granting Plaintiffs' Motion to Proceed Pseudonymously in Plaintiffs' Lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Agreement and General Release.²

Dated: June 20, 2023

By: 
Jane Doe

Dated: June 20, 2023

By: 
Mary Roe

Dated: June 20, 2023


By: 
N.L.

Dated: _____

By: **Diane Iglesias** Digitally signed by Diane Iglesias
Date: 2023.06.21 13:04:35 -07'00'
Brandon Nichols, Director
Department of Children and Family Services
For the County of Los Angeles

APPROVED AS TO FORM:

Dated: June 20, 2023

By: 
Stuart Seaborn
Disability Rights Advocates
Attorneys for Claimants

Dated: June 20, 2023

By: 
Geoffrey S. Sheldon
Liebert Cassidy Whitmore

Attorneys for County of Los Angeles

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