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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SISKIYOU**

KIMBERLY M. LATOS, individually and as
representative of the State of California on
behalf of herself as an aggrieved employee,

Plaintiff,

v.

SISKIYOU HUMANE SOCIETY, INC., a
California non-profit corporation, and DOES 1
through 20, inclusive,

Defendants.

Case No. SCCVCV22-52

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR AN ORDER APPROVING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS AND DISMISSING THOSE
CLAIMS WITH PREJUDICE**

Hearing Date: June 16, 2022
Hearing Time: 9:30 a.m.
Hearing Location: Courtroom 2
Complaint Filed: January 19, 2022

I, Daniel V. Santiago, declare:

1. I am a member in good standing of the State Bar of California (California Bar No. 206532). I am counsel for the Plaintiff, Kimberly M. Latos, in the above-captioned action against the Defendant, Siskiyou Humane Society, Inc. ("Defendant"), currently pending in the Superior Court of the State of California, County of Siskiyou, Case No. SCCVCV22-52 ("the Action").

2. I respectfully submit this declaration in support of Plaintiff's Unopposed Motion for an Order approving the settlement of Plaintiff's PAGA claims against the Defendant and dismissing those claims with prejudice ("Plaintiff's Unopposed Motion").

3. Plaintiff's claims against Defendants are set forth in Plaintiff Individual and Representative Action Complaint ("Plaintiff's Original Complaint") filed on January 19, 2022, and

1 Plaintiff's First Amended Individual and Representative Action Complaint ("Plaintiff's First
2 Amended Complaint") filed on March 31, 2022. Plaintiff's First Amended Complaint is the
3 operative complaint in the Action.

4 4. Plaintiff alleges the following causes of action against the Defendant in Plaintiff's
5 First Amended Complaint: (1) Defendant's alleged failure to pay all wages due and owing in
6 violation of California Labor Code ("Labor Code") §§204(a), 218.6, 227.3, 510(a), 1194(a) and
7 1197 and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, §§3 and 4 (First Cause
8 of Action); (2) Defendant's alleged failure to furnish accurate itemized wage statements in violation
9 of Labor Code §226(a) (Second Cause of Action); (3) Defendant's alleged failure to timely pay all
10 wages due upon termination of employment in violation of Labor Code §§201 and 203 (Third
11 Cause of Action); (4) Defendant's alleged violations of California Business & Professions Code
12 §17200 et seq. (Fourth Cause of Action); (5) PAGA penalties for Defendant's alleged failure to pay
13 all wages due and owing (Fifth Cause of Action); (6) PAGA penalties for Defendant's alleged
14 failure to furnish accurate itemized wage statements (Sixth Cause of Action); and (7) PAGA
15 Penalties for Defendant's alleged failure to timely pay all wages due upon termination of
16 employment (Seventh Cause of Action).

17 5. I am informed by Defendant's counsel (Robert D. Winson of Kirsher, Winston &
18 Boston, LC in Mount Shasta, California) that Defendant denies the material allegations in Plaintiff's
19 First Amended Complaint. I am further informed by Defendant's counsel that Defendant denies
20 any violation of the Labor Code or IWC Wage Order No. 5-2001 or any other wrongdoing.

21 6. If the Court grants the relief requested in Plaintiff's Unopposed Motion, Plaintiff
22 would respectfully request that the Court vacate all dates on its calendar relating to the Action. A
23 Case Management Conference is set for July 21, 2022, at 9:30 a.m.. This case is not currently set
24 for trial.

25 7. The parties, by and through their respective counsel, have agreed to resolve all of the
26 Plaintiff's claims against the Defendant in the Action. To that end, the parties have executed a
27 Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement")
28 reflecting the settlements of Plaintiff's PAGA claims against the Defendant for Two Thousand

1 Dollars (\$2,000) and Plaintiff's non-PAGA claims against the Defendants for Eighty Eight
2 Thousand Dollars (\$88,000), for a Gross Settlement Amount of Ninety Thousand Dollars (\$90,000).
3 A true and correct copy of the parties' Settlement Agreement is attached hereto as Exhibit 1.

4 8. More specifically, under the Settlement Agreement, Defendants shall pay a Gross
5 Settlement Amount of Ninety Thousand Dollars (\$90,000) as follows: (a) One Thousand Five
6 Hundred Dollars (\$1,500) to the Labor and Workforce Development Agency ("LWDA") in
7 connection with the settlement of Plaintiff's PAGA claims against the Defendant (i.e., 75% of the
8 PAGA settlement in accordance with Labor Code §2699(i)); (b) Five Hundred Dollars (\$500) to
9 Plaintiff in connection with the settlement of Plaintiff's PAGA claims against the Defendant (i.e.,
10 25% of the PAGA settlement in accordance with Labor Code §2699(i)); (c) Twenty Five Thousand
11 Seven Hundred Fifty Dollars (\$25,750) to Plaintiff in settlement of her wage-related claims (to be
12 reported on an IRS Form W-2 and its state and local equivalents); (d) Twenty Five Thousand Seven
13 Hundred Fifty Dollars (\$25,750) to Plaintiff in settlement of her non-wage-related claims, penalties
14 and interest (to be reported on an IRS Form 1099 and its state and local equivalents); and (e) Thirty
15 Six Thousand Five Hundred Dollars (\$36,500) to Plaintiff's counsel's firm as attorney's fees and
16 costs incurred in connection with the prosecution of Plaintiff's non-PAGA claims against the
17 Defendant (to be reported on an IRS Form 1099 and its state and local equivalents).

18 9. Upon receipt of notice of the Court's entry of an Order granting the relief requested
19 in Plaintiff's Unopposed Motion, Plaintiff's counsel will file a Request for Dismissal of Plaintiff's
20 non-PAGA claims against the Defendant (such dismissal will be with prejudice pursuant to the
21 terms of the parties' Settlement Agreement).

22 10. The parties' Settlement Agreement is subject to and expressly conditioned upon: (1)
23 the Court's entry of an Order approving of the settlement of Plaintiff's PAGA claims and
24 dismissing those claims with prejudice; and (2) Plaintiff's filing of a Request for Dismissal of her
25 individual non-PAGA claims against the Defendant with prejudice.

26 11. I respectfully submit that the proposed settlement of Plaintiff's PAGA claims is fair
27 and reasonable in light of the following factors, among others: (a) I have conducted sufficient
28 investigation of the facts underlying Plaintiff's PAGA claims that support my conclusion that the

1 proposed settlement of Plaintiff's PAGA claims is fair and reasonable (such investigation and
2 discovery have included, *inter alia*: engaging in numerous, detailed conversations with my client
3 regarding the underlying facts and the status of the parties' settlement discussions and analyzing
4 Plaintiff's timecards and related papers provided by Plaintiff); (b) any settlement, including the
5 proposed settlement in the Action, should take into consideration the time, inconvenience and
6 uncertainty of trial that are avoided by the settlement; (c) under Labor Code §2699(i), allegedly
7 aggrieved employees like Plaintiff are entitled to receive only 25% of any PAGA settlement with
8 the remaining 75% to be paid to the LWDA; and (d) as explained in detail below, the proposed
9 settlement of Plaintiff's individual PAGA claims for Two Thousand Dollars (\$2,000) exceeds my
10 evaluation of a fair and reasonable settlement of those PAGA claims.

11 12. Plaintiff estimates that the civil penalties potentially recoverable with regard to her
12 PAGA claims based upon Defendants' direct, non-derivative violations of the Labor Code and
13 applicable IWC Wage Order (i.e., Defendants' alleged failures to pay her all wages due and owing
14 including minimum wages and overtime wages) is approximately \$_.¹ This estimate is calculated as
15 follows:
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Nature of Claim	Type Of Claim	Amount	Description
PAGA Claim o/b/o Plaintiff	PAGA Penalty For Unpaid Wages (Per Pay Period Penalty)	\$2,450	\$50 for the initial pay period + \$100 for each of the subsequent 24 pay periods = \$2,450 (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's PAGA claim for unpaid wages is the 50+ week time period January 19, 2021 (one year preceding the filing of Plaintiff's Original Complaint) to January 8, 2022 (the date on which Defendant terminated Plaintiff's employment).</i>

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26 ¹ Plaintiff asserts two claims that are derivative of Defendant's alleged failure to pay all wages due and
27 owing to her. More specifically, those derivative claims are Defendant's alleged failures: (1) to furnish
28 accurate itemized wage statements in violation of Labor Code §226(a); and (2) to timely pay all wages due
upon termination of employment in violation of Labor Code §§201-203.

1 13. For settlement purposes, it is reasonable to discount Plaintiff's estimate of the civil
2 penalties potentially recoverable with regard to her individual PAGA claims that are based upon the
3 direct, non-derivative violations of the Labor Code and applicable IWC Wage Order (\$2,450) by
4 50% to reflect the benefits of avoiding the delays associated with continued litigation and by
5 another 50% to reflect the uncertainty of obtaining a favorable verdict at trial. The resulting figure
6 is \$612.50 which I contend would be a fair and reasonable settlement of Plaintiff's individual
7 PAGA claims. The proposed settlement of Plaintiff's individual PAGA claims for \$2,000 exceeds
8 that figure.

9 14. I respectfully submit that Plaintiff's Unopposed Motion is further warranted in light
10 of the following factors, among others: (1) the parties are prepared to consummate their Settlement
11 Agreement immediately after the Court approves of the settlement of Plaintiff's PAGA claims and
12 dismisses those claims with prejudice; and (2) there is no just reason to delay the consummation of
13 the parties' Settlement Agreement.

14 15. Plaintiff is the only aggrieved employee affected by her PAGA claims against the
15 Defendant given that, to her knowledge, she is the only employee whom she contends Defendant
16 misclassified as an exempt employee not entitled to overtime pay during the time period relevant to
17 her PAGA claims (i.e., within one year of the date of filing of Plaintiff's Original Complaint).
18 Accordingly, notice of the proposed settlement of Plaintiff's PAGA claims and the dismissal of
19 those claims as described herein is not required to be provided to any other employee of Defendant.²

20 16. I respectfully submit that my background and experience summarized below support
21 my conclusion that the proposed settlement of Plaintiff's PAGA claims on behalf of herself is fair
22 and reasonable.
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25 ² Even if there were aggrieved employees other than Plaintiff, notice to them would not be required. *See,*
26 *e.g., Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice
27 requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action);
28 *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA does not require class
actions procedures, such as notice and opt-out rights."); and *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010
WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed employees need not be given notice of the PAGA
claim, nor do they have the ability to opt-out of the representative PAGA claim.")

1 17. As to my educational background, I am a graduate of The University of Michigan
2 Law School in Ann Arbor, Michigan (J.D. in 1996) and Northwestern University in Evanston,
3 Illinois (double-majors in Economics and Political Science in 1993).

4 18. As to my professional background, I have more than 25 years of experience handling
5 a wide variety of complex civil litigation. Additionally, I have substantial experience handling
6 wage and hour litigation including wage and hour class actions, as described more fully below.

7 19. Before I established the Law Offices of Daniel V. Santiago, P.C. in 2012, I practiced
8 law for 10 years with Kaplan, Massamillo & Andrews, LLC, one of the leading aviation litigation
9 firms in the world. Previously, I practiced law with the litigation departments of Sullivan, Hill,
10 Lewin, Rez & Engel (“Sullivan Hill”) in San Diego, California and Skadden, Arps, Slate, Meagher
11 & Flom (“Skadden Arps”) in Los Angeles, California.

12 20. I have had substantial experience prosecuting class actions including, *inter alia*:
13 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.
14 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*
15 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
16 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
17 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
18 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
19 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
20 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
21 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
22 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
23 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
24 granted).

25 21. I have had substantial experience in the following cases for which courts have issued
26 reported decisions or orders: *Spanair S.A. v. McDonnell Douglas Corp.*, 172 Cal.App.4th 348 (2nd
27 Dist. 2009); *International Ins. Agency Services, LLC v. Revios Reinsurance U.S., Inc.*, 2007 WL
28 951943 (N.D.Ill., March 27, 2007); *Lie v. Boeing Co.*, 311 F.Supp.2d 725 (N.D.Ill. 2004); *Lie v.*

1 *Boeing Co.*, 2004 WL 1462451 (N.D.Ill., June 29, 2004); and *Bax Global, Inc. v. Federal Express*
2 *Corp.*, 2004 WL 1447940 (D.Minn., May 26, 2004).

3 22. Immediately before filing Plaintiff's Unopposed Motion and related papers in the
4 Siskiyou County Superior Court, I submitted copies of those papers to the LWDA (via online filing
5 with the LWDA). A true and correct copy of the email I received from the DIR PAGA Unit on
6 behalf of the LWDA confirming my submission of those papers to the LWDA earlier that day is
7 attached hereto as Exhibit 2.

8 23. I do not anticipate receiving any objection or other communication from the LWDA
9 regarding the relief requested in Plaintiff's Unopposed Motion. I will advise the Court whether I
10 have received any such objection or other communication from the LWDA during the hearing on
11 Plaintiff's Unopposed Motion.

12 24. On May 16, 2022, I provided Defendant's counsel with drafts of Plaintiff's
13 Unopposed Motion and related papers in almost-final formats. Subsequently, Defendant's counsel
14 informed me that he does not oppose the relief requested in Plaintiff's Unopposed Motion.

15 25. I estimate that I have invested at least 140 hours in the prosecution of Plaintiff's
16 claims in this Action. My hourly rate is \$375. Accordingly, the reasonable value of my legal
17 services in this action (more than \$52,500 [$\375 per hour X at least 140 hours]) far exceeds the
18 settlement funds to be received by my firm in connection with the settlement of Plaintiff's
19 individual PAGA claims (\$0) and the settlement funds to be received by my firm in connection with
20 the settlement of Plaintiff's individual non-PAGA claims (i.e., \$36,500).

21 I declare under penalty of perjury under the laws of California that the foregoing is true and
22 correct, and that this declaration was executed on June 9, 2022.

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24 Daniel V. Santiago
25 Attorney for Plaintiff, Kimberly M. Latos
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EXHIBIT 1

CONFIDENTIAL SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Mutual Release of All Claims ("this Agreement") is made by and between the Kimberly M. Latos ("Ms. Latos"), on the one hand, and Siskiyou Humane Society, Inc. ("SHS"), on the other hand. Hereinafter, Ms. Latos and SHS are collectively referred to as "the Parties."

WHEREAS, Ms. Latos has filed a civil action against SHS in the Superior Court of California, County of Siskiyou, Case No. SCCVCV22-52, captioned *Kimberly M. Latos, individually and as representative of the State of California on behalf of herself as an aggrieved employee v. Siskiyou Humane Society, Inc., a California non-profit corporation* ("the Action");

WHEREAS, Ms. Latos alleges the following causes of action against SHS in her First Amended Individual and Representative Action Complaint ("FAC") in the Action (the operative complaint filed on or about March 31, 2022): (1) SHS' alleged failure to pay all wages due and owing in violation of California Labor Code ("Labor Code") §§204(a), 218.6, 227.3, 510(a), 1194(a) and 1197 and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001, §§3 and 4 (First Cause of Action); (2) SHS' alleged failure to furnish accurate itemized wage statements in violation of Labor Code §226(a) (Second Cause of Action); (3) SHS' alleged failure to timely pay all wages due upon termination of employment in violation of Labor Code §§201 and 203 (Third Cause of Action); (4) SHS' alleged violations of California Business & Professions Code §17200 et seq. (Fourth Cause of Action); (5) PAGA penalties for SHS' alleged failure to pay all wages due and owing (Fifth Cause of Action); (6) PAGA penalties for SHS' alleged failure to furnish accurate itemized wage statements (Sixth Cause of Action); and (7) PAGA Penalties for SHS' alleged failure to timely pay all wages due upon termination of employment (Seventh Cause of Action).

WHEREAS, SHS denies all material allegations in the FAC in the Action and further denies any liability or wrongdoing whatsoever;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, actions, and demands that Ms. Latos may have against SHS and all Defendant Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Ms. Latos' prior work for SHS;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, actions, and demands that SHS may have against Ms. Latos and all Plaintiff Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Ms. Latos' prior work for SHS;

NOW, THEREFORE, in consideration of the mutual promises and releases made herein, the Parties hereby agree as follows:

1. Gross Settlement Amount. SHS will send to Ms. Latos' counsel (*Daniel V. Santiago, Law Offices of Daniel V. Santiago, P.C., Torrey Reserve North Court, 11622 El Camino Real, 1st Floor, San Diego, California 92130, phone: 760-652-9801, e-mail: dvs@dvs-lawoffices.com*) via overnight delivery the following settlement checks in the Gross

Settlement Amount of Ninety Thousand Dollars (\$90,000) to settle all of the Ms. Latos' claims against the SHS and Defendant Releasees as defined herein (whether or not asserted in the Action):

a. *Settlement of Ms. Latos' PAGA Claims Against SHS.* Within five (5) calendar days of the receipt by SHS' counsel (*Robert D. Winston, Esq., Kirsher, Winston & Boston, LC, P.O. Box 177, Mount Shasta, California 96067, e-mail: rwinston@kwb-law.net*) via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Siskiyou County Superior Court's Order approving the settlement of Ms. Latos' PAGA claims against SHS and dismissing those claims with prejudice (hereinafter referred to as the "Dismissal Order"), SHS will send to Ms. Latos' counsel via overnight delivery two (2) checks in the total amount of Two Thousand Dollars (\$2,000) to settle all of Ms. Latos' PAGA claims against SHS in the Action as follows: (1) one check payable to "Labor and Workforce Development Agency" ("LWDA") in the amount of One Thousand Five Hundred Dollars (\$1,500) (upon receipt of that check, Plaintiff's counsel will promptly forward it to the LWDA and inform the LWDA that it reflects payment of the LWDA's Court-approved share of the settlement of Ms. Latos' PAGA claims against SHS in the Action); and (2) one check payable to "Kimberly M. Latos" in the amount Five Hundred Dollars (\$500). The aforementioned payments to the LWDA and Ms. Latos are civil penalties paid for the settlement and release of Ms. Latos' PAGA claims against SHS in the Action.

b. *Settlement Of Ms. Latos' Non-PAGA Claims Against SHS.* As to the settlement of Ms. Latos' non-PAGA claims against SHS (whether or not plead in the Action), SHS will send to Ms. Latos' counsel via overnight delivery the following checks in the total amount of Eighty Eight Thousand Dollars (\$88,000) as follows:

i. Within five (5) calendar days of the receipt by SHS' counsel (*Robert D. Winston, Esq., Kirsher, Winston & Boston, LC, P.O. Box 177, Mount Shasta, California 96067, e-mail: rwinston@kwb-law.net*) via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Siskiyou County Superior Court's Dismissal Order, SHS will send to Ms. Latos' counsel via overnight delivery three (3) checks in the total gross amount of Eighty Eight Thousand Dollars (\$88,000) as follows: (1) one check payable to the "Kimberly M. Latos" in the amount of Twenty Five Thousand Seven Hundred Fifty Dollars (\$25,750), less payroll deductions and withholdings, paid in settlement of Ms. Latos' wage-related claims against SHS; (2) one check payable to "Kimberly M. Latos" in the amount of Twenty Five Thousand Seven Hundred Fifty Dollars (\$25,750), without any deductions or withholdings, paid in settlement of Ms. Latos' non-wage-related claims and alleged general damages against SHS; and (3) one check payable to "Law Offices of Daniel V. Santiago, P.C." in the amount of Thirty Six Thousand Five Hundred Dollars (\$36,500), as payment for attorney's fees and costs incurred in the prosecution of Ms. Latos' non-PAGA claims against SHS in the Action.

ii. SHS shall report the aforementioned settlement payment of Twenty Five Thousand Seven Hundred Fifty Dollars (\$25,750) to Ms. Latos in settlement of her wage-related claims on an IRS Form W-2 and its state and local equivalents.

iii. SHS shall report the aforementioned settlement payments totaling Twenty Six Thousand Two Hundred Fifty Dollars (\$26,250) to Ms. Latos in settlement of her non-wage-related claims, alleged general damages and PAGA claims on an IRS Form 1099 and its state and local equivalents.

iv. SHS shall report the aforementioned settlement payment of One Thousand Five Dollars (\$1,500) to the LWDA in settlement of Ms. Latos' PAGA claims on an IRS Form 1099 and its state and local equivalents.

v. SHS shall report the aforementioned settlement payment of Thirty Six Thousand Five Hundred Dollars (\$36,500) to Ms. Latos' counsel (Law Offices of Daniel V. Santiago, P.C.) on an IRS Form 1099 and its state and local equivalents.

c. It is understood and agreed by the Parties that, if any of the settlement payments described above is more than five (5) calendar days late, then Ms. Latos reserves her rights in the exercise of her sole discretion to enforce this Agreement and the terms governing the settlement payments described above in accordance with California Code of Civil Procedure 664.6 that states in its entirety: *"If the parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement."* (Italics added.) Additionally, it is understood by the Parties that, if any of the settlement payments described above is more than five (5) calendar days late, then Ms. Latos reserves her rights in the exercise of her sole discretion to file suit in the Siskiyou County Superior Court against SHS for recovery of any sums owing under this Agreement and to seek attorney's fees in connection therewith. It is further understood and agreed by the Parties that, if Ms. Latos obtains a judgment against the SHS with regard to such suit for late payment of any of the settlement amounts described above, then SHS agrees to pay Ms. Latos' attorney's fees as awarded by the Siskiyou County Superior Court pursuant to this paragraph.

d. Ms. Latos agrees to pay any and all federal, state, and/or local taxes, if any, that she is required by law to pay with respect to this Agreement. Ms. Latos agrees to indemnify and hold SHS harmless from any and all claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against SHS for any amounts claimed due on account of this Agreement or pursuant to claims made under federal or state tax laws, and any costs, expenses or damages sustained by SHS by reason of any such claims, including any amounts paid by SHS as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

2. Effective Date. This Agreement shall not impose any obligations until the "Effective Date" of this Agreement defined as the date on which all of the following conditions have occurred and/or have been satisfied: (a) SHS' counsel receives via e-mail and/or U.S. mail from Plaintiff's counsel executed copies of this Agreement, an IRS Form W-4 for Ms. Latos, and IRS Forms W-9s for Ms. Latos and Ms. Latos' counsel (Law Offices of Daniel V. Santiago, P.C.); (b) the Siskiyou County Superior Court enters the Dismissal Order; (c) Ms. Latos voluntarily dismisses her non-PAGA claims against SHS in the Action with prejudice; and (d) the 7-day revocation period in Paragraph 5 expires. It is understood and agreed by the Parties that, shortly after this Agreement is fully executed by the Parties, Ms. Latos and Ms. Latos' counsel shall take all steps they deem necessary: (a) to obtain the Siskiyou County Superior Court's entry of the Dismissal Order; and (b) to voluntarily dismiss Ms. Latos' non-PAGA

claims against SHS in the Action with prejudice. Such steps may include, *inter alia*, Ms. Latos' ex parte application and/or motion seeking the Siskiyou Superior Court's entry of the Dismissal Order. It is understood and agreed by the Parties that Ms. Latos and Ms. Latos' counsel may elect to provide the Siskiyou County Superior Court with a copy of this Agreement in connection with such ex parte application and/or motion for such Dismissal Order.

3. Mutual Releases of All Claims.

a. Ms. Latos hereby and forever releases SHS and its respective current and former directors, officers, members, employees, agents, attorneys, insurers, heirs, family members, executors, agents, assigns and all related entities (collectively, the "Defendant Releasees") from, and covenants not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that she may possess against any of the Defendant Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

i. any and all claims relating to or arising from Ms. Latos' prior working relationships with SHS (except for Ms. Latos' pending workers compensation claims against SHS [more specifically, State Fund workers' compensation claim number 06431362 arising from work-related injuries to her left shoulder on 1/23/2019 and State Fund workers' compensation claim number 06565466 arising from work-related injuries to her right hand / wrist on 11/1/2020]) and the terminations of those relationships;

ii. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; failure to prevent discrimination, harassment, or retaliation; hostile work environment; breach of contract, express and implied; breach of covenant of good faith and fair dealing; promissory estoppel; infliction of emotional distress; fraud; misrepresentation; interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

iii. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Ms. Latos Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Private Attorneys' General Act ("PAGA"); and the Labor Code;

iv. any and all claims for violation of the federal or any state constitution;

v. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

vi. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Ms. Latos as a result of this Agreement; and

vii. any and all claims for attorneys' fees and costs.

b. It is understood and agreed by the Parties that Ms. Latos' release of all claims against Defendant Releases as described above does not extend to Ms. Latos' pending workers compensation claims against SHS.

c. SHS hereby and forever release Ms. Latos and her agents, attorneys, insurers, heirs, family members, executors and assigns (collectively, the "Plaintiff Releasees") from, and covenant not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that they may possess against any of the Plaintiff Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement.

d. The mutual releases contained herein shall remain in effect in all respects as complete general releases as to the matters released. The mutual releases contained herein do not extend to any obligations incurred under this Agreement or to enforcement of this Agreement. Nothing in this Agreement shall be construed to release claims arising after execution of this Agreement, or claims that, by law, cannot be waived.

4. California Civil Code Section 1542. The Parties to this Agreement acknowledge that they have been advised to consult with legal counsel and are familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides:

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, being aware of said code section, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

5. Waiver of ADEA Rights. Ms. Latos expressly acknowledges that she is knowingly and voluntarily waiving and releasing any rights she might otherwise have under the federal Age Discrimination in Employment Act ("ADEA"), and that the consideration given for this waiver and release is in addition to anything of value to which she was already entitled. Ms. Latos further acknowledges that she has been advised by this writing, as required by the ADEA, that: (i) her waiver and release do not apply to rights or claims that might arise after the date she signs this Agreement; (ii) she has the right to consult with an attorney prior to executing this Agreement; (iii) she has twenty-one (21) days to consider this Agreement; and (iv) she has seven (7) days following her execution of this Agreement to revoke by delivering written notice of

such revocation to SHS' counsel.

6. Dismissal of Lawsuit and No Future Lawsuits. Other than the Action by Ms. Latos against SHS (to be dismissed), the Parties have no lawsuits, claims, or actions pending in any Party's name, or on behalf of any other person or entity, against any Party. The Parties represent that they do not intend to bring any claims on their own behalf or on behalf of any other person or entity against any other Party and agree that they will not file any lawsuits or other actions asserting any claims released by this Agreement. All Parties agree that they shall request dismissal of any actions or charges if a third party or agency institutes such claims on their behalf.

7. No Liens. Ms. Latos warrants and represents that she is the sole owner of her claims, she has not assigned any claims, and there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

8. No Cooperation. Ms. Latos agrees that she will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Ms. Latos agrees to immediately notify SHS upon receipt of such subpoena or court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints against any of the Releasees, Ms. Latos shall state no more than that Ms. Latos cannot voluntarily provide counsel or assistance (or words to that effect). Nothing in this Agreement is intended or shall limit or interfere with Ms. Latos' ability to communicate with any government agency or otherwise participate in an investigation or proceeding that may be conducted by a government agency, including providing documents or other information without notice to SHS.

9. Mutual Non-Disparagement. Ms. Latos agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees. Similarly, SHS agrees to refrain from any disparagement, defamation, libel, or slander of Ms. Latos.

10. Employment Verification Letter. It is understood and agreed by the Parties that SHS will not publish any statement about Ms. Latos (including, but not limited to, any statement of appreciation for Ms. Latos' service to SHS) in any newspaper, periodical, website or other forum accessible by the public. Additionally, it is understood and agreed by the Parties that, going forward, SHS will not use Ms. Latos' voice in any voicemail greetings or outgoing messages. Further, it is understood and agreed by the Parties that SHS will provide Ms. Latos with an employment verification letter that she may use in connection with any application for future employment and that states as follows:

"To Whom It May Concern:

The Siskiyou Humane Society (SHS) board of directors is pleased to verify that Kim Latos was employed by SHS from May 5, 2005, to January 28, 2022, and that she held the following titles and worked the following positions during her employment by SHS: Shelter Manager from May 5, 2005, to October 27, 2019;

Executive Director from October 28, 2019, to June 30, 2021; and Director of Operations from July 1, 2021, to January 8, 2022.

11. Credit Card, Cell Phone and Other Accounts. It is understood and agreed by the Parties that Ms. Latos will cooperate and work with SHS to close any credit card, cell phone and other accounts issued in the name of SHS or to Ms. Latos as its authorized user.

12. SHS Property. It is understood and agreed by the Parties that Ms. Latos will return her personnel file (she may keep a copy thereof) and any other SHS property, records and documents.

13. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims. No action taken by the Parties, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of actual or potential claims or (b) an acknowledgment or admission by either Party of fault or liability.

14. Strict Confidentiality. Except as is required to satisfy the conditions in Paragraph 2 above, Ms. Latos agrees that she will keep the terms of this Agreement and the settlement amounts stated herein strictly confidential and will not hereafter disclose information concerning this Agreement to any person or entity except for the following persons and entities: Ms. Latos' family members, attorneys or accountants or any person or entity who assists Ms. Latos with the preparation and/or filing of her federal or state taxes. If any person or entity asks Ms. Latos about the disputes underlying this Agreement, she shall state no more than that such disputes have been resolved (or words to that effect) and that she's not free to further discuss it (or words to that effect). Similarly, if any person or entity asks Ms. Latos about the Action, she shall state no more than that the Action has been resolved (or words to that effect) and that she's not free to further discuss it (or words to that effect).

15. Resolution of Disputes. Any disputes between the Parties regarding the validity of this Agreement or any claims arising out of or related to this Agreement or its breach, shall be resolved in a court of competent jurisdiction in Siskiyou County, California.

16. Attorneys' Fees. Except for the consideration to be paid to Ms. Latos' counsel (Law Offices of Daniel V. Santiago, P.C.) as payment for attorneys' fees and costs incurred in the prosecution of Ms. Latos' non-PAGA claims against SHS in the Action as set forth in Paragraph 1.b.i of this Agreement, the Parties shall bear their own costs, attorneys' fees, and other fees incurred regarding the Action and the review, negotiation and preparation of this Agreement. The Parties expressly agree not to sue the other for malicious prosecution or other claims arising from the Action.

17. Payment of Compensation and Receipt of Benefits. Ms. Latos acknowledges and represents that, other than the consideration set forth in this Agreement, SHS has paid all wages, bonuses, accrued vacation/paid time off, leave, severance, reimbursable expenses, interest, and any and all other benefits and compensation due to Ms. Latos.

18. Authority. SHS represents and warrants that the undersigned has the authority to act on its behalf, and to bind SHS and all who may claim through SHS to the terms and

conditions of this Agreement. Ms. Latos represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Agreement.

19. No Representations. Ms. Latos represents that she has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Ms. Latos has not relied upon any representations or statements made by SHS that are not specifically set forth in this Agreement.

20. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

21. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement.

22. No Oral Modification. This Agreement may only be amended in a writing signed by Ms. Latos' counsel and SHS' counsel.

23. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

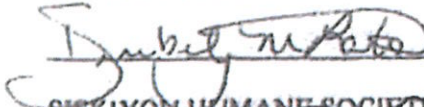
24. Counterparts. This Agreement may be executed in counterparts and by pdf / email, and each counterpart and pdf / email shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

25. Voluntary Execution of Agreement. Each party to this Agreement understands and agrees that he/she/it executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of any other party to this Agreement or any third party, with the intent of releasing all claims released herein. Each party to this Agreement acknowledges that: (a) he/she/it has read this Agreement; (b) he/she/it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/her/its own choice; (c) he/she/it understands the terms and consequences of this Agreement and of the releases it contains; and (d) he/she/it is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

KIMBERLY M. LATOS

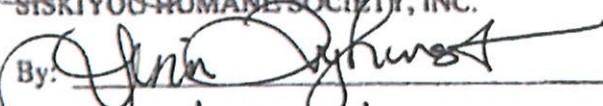
Dated: May 24, 2022



SISKIYOU HUMANE SOCIETY, INC.

Dated: May __, 2022

June 3, 2022

By: 

Printed Name: Linn Tyhurst

Title: Board President

EXHIBIT 2