

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 COUNTY OF LOS ANGELES
3 JUDICIAL MANDATORY SETTLEMENT CONFERENCE PROGRAM
4

5 Faith Strongheart
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7 Plaintiff(s),
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9 v.

9 Nonfiction Unlimited, Inc., Michael Degan, and Patrick Degan
10

10 Defendant(s).
11
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Case Number 23SMCV01691

SETTLEMENT AGREEMENT

13 1. IT IS HEREBY AGREED TO, BY AND BETWEEN THE PARTIES, that the above
14 entitled matter is settled on the following terms and conditions:

15 This settlement and mutual release ("Agreement") is entered into by and between Plaintiff Faith Strongheart
16 ("Plaintiff") and Defendants Nonfiction Unlimited Inc., Michael Degan, and Patrick Degan ("Defendants").

17 In exchange for the promises of Plaintiff and Defendants (together "the Parties") agree as follows:

18 1. Defendants will pay a total sum of two hundred forty five thousand dollars (\$245,000) allocated as follows:

19 (A) Payment of Wages. Defendants will pay twenty five thousand dollars (\$25,000) payable to Plaintiff for
lost wages.

20 (B) Payment of Non-Wages. Defendants will pay two hundred eight thousand three hundred dollars (\$208,300)
payable to Seibert Bautista Montoya for Plaintiff's emotional injury damages, interest, attorney fees and costs.

21 (C) PAGA Penalties. Defendants will pay the Labor and Workforce Defense Agency (LWDA) eleven thousand
seven hundred dollars (\$11,700), to be paid according to the Court's Order for PAGA penalties.

22 Defendants are jointly and severally liable for payments required in Sections (A)-(C).

23 Payment of sums in Sections (A)-(C) are due within thirty (30) days of the Court's approval of settlement and this
Agreement is conditioned on said approval.

24 The Parties mutually release each other and all related entities, officers, employees, families, heirs, and assigns
25 including, but not limited to, Loretta Janeski, Helm Content, Inc.; and Melanie Baines from every and all liabilities,
26 claims, and demands, whether known or unknown arising out of Plaintiff's employment with Defendants.
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Continuation of Item 1 on pg. five.

2. The Plaintiff agree(s) to accept said sum as payment in full of all of his/her/their/its claims, known or unknown, arising from the events described in the complaint and/or cross-complaint with the knowledge that they will be barred from proceeding against the Defendants in the future, regardless of what might happen.

3. Each side hereby expressly waives any and all rights under Civil Code §1542, which provides as follows:

Section 1542. General Release. 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.

4. Each party will bear their own court costs and attorney fees.

5. This settlement may be enforced pursuant to Code of Civil Procedure §664.6, which reads as follows:

(a) If parties to pending litigation stipulate, in a writing signed by the parties outside of 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.

(b) For purposes of this section, a writing is signed by a party if it is signed by any of the following:

- (1) The party.
- (2) An attorney who represents the party.
- (3) If the party is an insurer, an agent who is authorized in writing by the insurer to sign on the insurer's behalf.

(c) Paragraphs (2) and (3) of subdivision (b) do not apply in a civil harassment action, an action brought pursuant to the Family Code, an action brought pursuant to the Probate Code, or a matter that is being adjudicated in a juvenile court or a dependency court.

(d) In addition to any available civil remedies, an attorney who signs a writing on behalf of a party pursuant to subdivision (b) without the party's express authorization shall, absent good cause, be subject to professional discipline.

All references to "the court" in CCP §664.6 (a) mean the TRIAL COURT, and NOT the MSC Judge. All steps required to invoke the provisions of CCP §664.6, including a motion to enforce this Agreement, must be done before the TRIAL COURT and all requests to retain jurisdiction must be made before the TRIAL COURT, before the entry of a dismissal. [See *Mesa RHF Partners, L.P.*, 33 Cal App. 5th 33 (2019)]. The party obtaining enforcement of this settlement agreement pursuant to Code of Civil Procedure §664.6 shall be entitled to reasonable attorney's fees.

6. The parties further agree that this settlement agreement may be introduced into evidence in any subsequent proceeding to enforce its terms. The parties acknowledge that this agreement is exempt from the confidentiality provisions of Evidence Code § 1152(a).

7. This is the sole settlement agreement between the parties. There have been no other representations or warranties by the parties.

8. Counsel for Plaintiff will ☒ File a Notice of Settlement; ☐ File a Dismissal ☒ with or ☐ without prejudice. The Dismissal will be filed within 5 business days of receipt and clearance of the payments listed in Section 1-1(a) through 1-1(c).

DATED: May 30, 2024

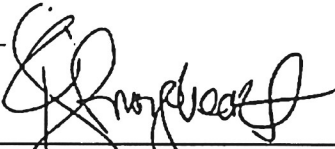
Plaintiff Strongheart

(Print Name)

Nina Montoya

(Print Name)

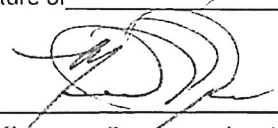
(Print Name)


(Signature of PLAINTIFF)


(Signature of Attorney for PLAINTIFF)

(Signature of DEFENDANT)

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Michael Khouri	
(Print Name)	(Signature of Attorney for DEFENDANTS)
Defendant Patrick Degan	
(Print Name)	(Signature of Defendant Patrick Degan)
Defendant Michael Degan	
(Print Name)	(Signature of Defendant Michael Degan)
Nonfiction Unlimited, Inc.	
	Previous Corporate Representative, Michael Degan

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Michael Khouri

(Print Name)

(Signature of Attorney for DEFENDANTS

Defendant Patrick Degan



(Print Name)

(Signature of Defendant Patrick Degan)

Defendant Michael Degan

(Print Name)

(Signature of Defendant Michael Degan)

Nonfiction Unlimited, Inc.

Corporate Representative, Michael Degan

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Michael Khouri

(Print Name)

Michael J Khouri

(Signature of Attorney for DEFENDANTS

Defendant Patrick Degan

(Print Name)

(Signature of Defendant Patrick Degan)

Defendant Michael Degan

(Print Name)

(Signature of Defendant Michael Degan)

Nonfiction Unlimited, Inc.

Corporate Representative, Michael Degan

1 Item 1. [Continued from pg. 2]

2 3. Confidentiality. The Parties agree to keep confidential the terms of this Agreement

3 (other than to their immediate family, lawyers, accountants, and financial institutions)

4 and except as is necessary to obtain approval from the Court and inform the LWDA.

5 This Agreement will be filed with the Court and LWDA. Such is not a breach of this provision.

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8 4. Nondisparagement. The Parties agree not to make any false statements about the
9 other(s) or intentionally induce or encourage others to make false statements about the
10 other parties.

11 5. Dismissal. The Dismissal described in Section 8 will be filed within 5 business days of
12 receipt and clearance of the payments listed in Section 1-1(a) through 1(c)