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Tustin International Charter School
Supporting Documentation, Part II

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Confidential Settlement Agreement and General Release of All Claims

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) is entered into by and between WenChang “Steven” Chuang (“Claimant”) and Western Mandarin Immersion Charter dba Irvine International Academy (“Respondent”). The term “Party” or “Parties” as used herein shall refer to Claimant, Respondent, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Claimant is a former employee of Respondent. Claimant was previously employed by Respondent until July 7, 2022;

(b) This action arises out of Claimant’s pre-litigation allegations relating to the circumstances of his employment with Respondent. Specifically, Claimant makes allegations of breach of contract, violation of Labor Code section 970, *et seq.*, and retaliation (“The Action”);

(c) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Claimant has or may have against Respondent, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities (collectively, “the Released Parties”) as of the date of Claimant’s execution of this Settlement Agreement.

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration/Indemnification for Tax Consequences.**

(a) In consideration for signing this Settlement Agreement and complying with its terms, and provided Claimant does not subsequently revoke this Settlement Agreement within the allotted time, and subject to approval of Respondent’s board, Claimant will be paid the total gross sum of THREE HUNDRED SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$307,375.00), which will be paid on behalf of the Released Parties as follows:

(1) Within 30 days of board approval, as compensation for alleged lost and unpaid wages, the gross sum of FIFTY-FOUR THOUSAND DOLLARS AND

ZERO CENTS (\$54,000.00), less applicable payroll/tax withholdings, made payable to “WenChang Chuang,” said amount to be reported by Respondent on an IRS Form W-2 to Claimant;

(2) as compensation for alleged penalties, pre-judgment interest, emotional distress, liquidated, or other non-wage damages, as well as attorney’s fees and costs, the sum of TWO HUNDRED FOURTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$246,000.00), as well as SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$7,375.00), as reimbursement for Claimant’s portion of the fees charged by mediator Ann Kotlarski, Esq., made payable to “Equity Legal Group, P.C. Client Trust Account,” said amount to be reported by Respondent on IRS Form 1099-MISC to Equity Legal Group, P.C. (“Claimant’s Counsel”), to be paid out as follows:

(3) Within 30 days of board approval or April 27, 2023, whichever date is earlier, Respondent shall pay the total amount of ONE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$193,375.00);

(4) Within 60 days after the first payment or June 26, 2023, whichever date is earlier, Respondent shall pay the total amount of THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00);

(5) Within 60 days after the second payment or August 25, 2023, whichever date is earlier, Respondent shall pay the total amount of THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00).

All payments shall be sent to Claimant’s Counsel, located at 201 S. Lake Ave., Ste. 506, Pasadena, CA 91101.

(b) The Parties acknowledge that there is a good faith dispute regarding Claimant’s allegations of unpaid wages and that the consideration set forth in Section 3(a)(1) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(c) As to any taxes Claimant may owe by virtue of the settlement payment, Claimant agrees to indemnify and hold the Released Parties harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority’s determination that Respondent or any of the other Released Parties was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Claimant or Claimant’s Counsel pursuant to Section 3(a) of this Settlement Agreement. Claimant agrees that Claimant shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Respondent or any of the other Released Parties of the assessment of such taxes, penalties, or interest.

4. **No Consideration Absent Execution of this Agreement.** Claimant understands and agrees that Claimant would not receive the consideration specified in Section 3(a) above, except for Claimant's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. **Disbursal of Settlement Funds.**

(a) Provided Claimant does not revoke this Settlement Agreement within the allotted time and Jackson Lewis P.C. ("Respondent's Counsel") receives all of the following: (i) the Settlement Agreement bearing the date and signature of Claimant; (ii) an updated Employee's Withholding Allowance Certificate (IRS Form W-4) for Claimant; (iii) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Claimant and Claimant's Counsel; (iv) an original letter from Claimant in the form attached as Exhibit "A" and signed and dated at least eight (8) days after Claimant's execution of this Settlement Agreement, and (v) an executed and notarized Addendum to Release of All Claims, attached as Exhibit "B", Respondent, through Respondent's Counsel, shall make available to Claimant's Counsel the sums described more fully in Section 3(a) above and based on the dates and timeline set forth in Section 3(a) above. If the date by which any payment described more fully herein is to be made available to Claimant's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Claimant's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) No Party shall claim to be the prevailing party in the Action.

6. **General Release, Claims Not Released and Related Provisions.**

(a) **General Release of Claims by Claimant.** Claimant, individually and on behalf of Claimant's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Claimant has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act;

- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- Title IX of the Higher Education Act of 1965;
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- Executive Order 11246;
- The Rehabilitation Act;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;

- Those provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Claimant is not waiving any rights Claimant may have to: (i) Claimant's own vested accrued employee benefits under Respondent's health, welfare, or retirement benefits plans (and/or affiliated plan like CalSTRS) as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

(c) **Government Agencies.** Nothing in this Settlement Agreement prohibits, prevents, or otherwise limits Claimant from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC, CRD, DLSE, *etc.*) or in any legislative or judicial proceeding, nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Claimant's rights and abilities to contact, communicate with, or report unlawful conduct to federal, state, or local officials for investigation, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law and expressly excluding Claimant's participation in any federal whistleblower programs, Claimant agrees that if such an administrative claim is made, Claimant shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Claimant waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Respondent, or any of the other Released Parties is a party.

(e) **General Release of Claimants By Respondent.** Respondent knowingly and voluntarily releases and forever discharges Claimant, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Respondent has or may have against Claimant as of the date of execution of this Settlement Agreement.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Parties and Released Parties, the Parties expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims the Parties do not know or suspect to exist in their favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. The Parties warrant they have read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that they have consulted with or had the opportunity to consult with counsel of their choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that the Parties understand this Settlement Agreement and the section 1542 waiver, and so the Parties freely and knowingly enter into this Settlement Agreement. The Parties further acknowledge that they later may discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so the Parties agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to the Parties relating thereto.

8. **Acknowledgements and Affirmations.**

(a) Claimant affirms that Claimant has not filed or caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form and that Claimant presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form. Nothing in this Settlement Agreement or the acknowledgements and affirmations in this Section 8 is intended to impair Claimant's rights under whistleblower laws or cause Claimant to disclose Claimant's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Claimant further affirms that Claimant has been paid or has received all compensation, wages, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Settlement Agreement, except as alleged in the Action and which claims are expressly released in Section 6(a) above. Claimant also affirms that

Claimant has submitted all expense reports in compliance with Respondent's policies and procedures and been reimbursed for all expenses necessarily incurred by Claimant in following Respondent's directions or incurred in performing Claimant's duties during Claimant's employment with Respondent.

(c) Claimant further affirms that Claimant has no known workplace injuries or occupational diseases and that Claimant has been granted or has not been denied any leave to which Claimant was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws.

(d) Claimant also affirms that Claimant has not reported internally to Respondent any allegations of wrongdoing by Respondent or its officers, including, any allegations of corporate fraud, and Claimant has not been retaliated against for reporting any such allegations internally to Respondent, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

(e) Claimant further affirms that all of Respondent's decisions regarding Claimant's pay and benefits through the date Claimant's employment relationship with Respondent ended were not discriminatory based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, medical condition, age, pregnancy, denial of medical and family care leave, pregnancy disability leave, or any other classification protected by law, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

9. **Medicare Secondary Payer Rules.** As a term of this Settlement Agreement, the Parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Claimant affirms that as of the date Claimant executes this Settlement Agreement, Claimant is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Claimant under this Settlement Agreement, Claimant agrees to (i) indemnify, defend, and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Claimant, (ii) reasonably cooperate with the Released Parties upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Claimant is required to indemnify the Released Parties under this paragraph, and (iii) waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

10. **Limited Disclosure.**

(a) Claimant agrees that Claimant will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the fact of this Settlement

Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or of the negotiations leading up to this Settlement Agreement, or of the basis for any claims or allegations that were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Respondent unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 10 create no liability for disclosures made: (i) prior to Claimant's execution of this Settlement Agreement; (ii) by persons from public information released prior to Claimant's execution of this Settlement Agreement; (iii) pursuant to Sections 16(b) below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Claimant and Claimant's Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) The foregoing notwithstanding, Claimant represents that he has not directly or indirectly disclosed the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the amount paid in settlement, or of the negotiations leading up to this Settlement Agreement to any third-party (other than Claimant's Counsel) prior to Claimant's execution of this Settlement Agreement.

(c) Claimant is permitted to disclose Confidential Information to Claimant's spouse, health care providers, tax advisors, and attorneys with whom Claimant chooses to consult regarding Claimant's consideration of this Settlement Agreement. However, each such person to whom Claimant discloses Confidential Information shall be bound to the confidentiality provisions hereof and any disclosure of Confidential Information by any such person so informed shall constitute a breach by Claimant of Section 10(a) above. Claimant also is permitted to disclose Confidential Information to any federal, state, or local government agency. In response to inquiries from third-parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Claimant and Claimant's Counsel only will state that the dispute has been resolved and that they cannot talk about it.

(d) It is agreed that in the event of a breach of the provisions of this Section 10 by Claimant, it would be impractical or extremely difficult to fix actual damages to Respondent. Therefore, Claimant agrees that in the event of such a breach, Claimant shall pay to Respondent, as liquidated damages, and not as penalty, the sum of THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) per proven breach, which represents reasonable compensation to Respondent for the loss incurred because of such a breach.

11. **Return of Company Property/Information.**

(a) Within seven (7) calendar days of Claimant's execution of this Settlement Agreement, Claimant will return all of Respondent's documents and property currently in Claimant's possession, if any, including, but without limitation, any and all services work, notes, reports, files, memoranda, records, cardkey passes, door and file keys, safe combinations, laptop computer, computer access codes, disks and instructional or personnel

manuals, and other physical or personal property that Claimant received or prepared or helped to prepare in connection with Claimant's employment with Respondent ("Company Property"). Any Company Property, including that produced in discovery in the Action, shall be made available for pick-up by Respondent's Counsel at the offices of Claimant's Counsel.

(b) Claimant acknowledges and agrees that in the course of Claimant's employment with Respondent, Claimant has acquired: (i) confidential information including without limitation information received by Respondent from third-parties, under confidential conditions; (ii) other technical, product, business, financial, or development information from Respondent, the use or disclosure of which reasonably might be construed to be contrary to the interest of Respondent; or (iii) any other proprietary information or data, including but not limited to customer lists, which Claimant may have acquired during Claimant's employment (hereafter collectively referred to as "Company Information"). Claimant understands and agrees that such Company Information was disclosed to Claimant in confidence and for use only by Respondent.

(c) Claimant affirms that Claimant has not divulged any proprietary or confidential information of Respondent as of Claimant's execution of this Settlement Agreement. Claimant also understands and agrees that Claimant: (i) will continue to keep such Company Information confidential at all times, (ii) will not disclose or communicate Company Information to any third-party, and (iii) will not make use of Company Information on Claimant's own behalf, or on behalf of any third-party.

(d) In view of the nature of Claimant's employment and the nature of Company Information Claimant received during the course of Claimant's employment, Claimant agrees that any unauthorized disclosure to third-parties of Company Information or other violation, or threatened violation, of this Settlement Agreement would cause irreparable damage to the confidential or trade secret status of Company Information and to Respondent, and that, therefore, Respondent, and each person constituting Respondent hereunder, shall be entitled to an injunction prohibiting Claimant from any such disclosure, attempted disclosure, violation, or threatened violation. Under the federal Defend Trade Secrets Act of 2016, Claimant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Claimant's attorney in relation to a lawsuit against Respondent for retaliation against Claimant for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) The undertakings set forth in this Section 11 shall survive the termination of this Settlement Agreement or other arrangements contained in this Settlement Agreement.

12. **Job References.** Claimant shall direct all individuals inquiring about Claimant's employment with Respondent to Respondent's Human Resources Department, which

will follow Respondent's policy by responding with only Claimant's last position and dates of employment. If asked for any other information, including but not limited to whether Claimant is eligible for rehire or whether Claimant was terminated, Respondent shall respond that it has a neutral reference policy and cannot provide any information beyond an employee's last position and dates of employment.

13. **Consideration and Revocation Periods – Notice.**

(a) Claimant acknowledges that Claimant already has attained the age of forty (40) and understands that this is a full release of all existing claims whether currently known or unknown including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act.

(b) Claimant further acknowledges that Claimant has been advised to consult with an attorney of Claimant's own choosing before signing this Settlement Agreement, in which Claimant waives important rights, including those under the Age Discrimination in Employment Act.

(c) By executing this Settlement Agreement, Claimant also acknowledges that Claimant has been afforded at least twenty-one (21) calendar days to consider the meaning and effect of this Settlement Agreement and to discuss the contents and meaning of this Settlement Agreement, as well as the alternatives to signing this Settlement Agreement, with an attorney of Claimant's choosing, and has done so. Claimant agrees that the twenty-one (21) day consideration period began on the date this Settlement Agreement first was delivered to Claimant and that if Respondent changes any of the terms of the offer contained in this Settlement Agreement (whether the changes are material or not), the twenty-one (21) day consideration period shall not be restarted but shall continue without interruption.

(d) Claimant understands that the releases contained in this Settlement Agreement do not extend to any rights or claims that Claimant has under the Age Discrimination in Employment Act that first arise after execution of this Settlement Agreement.

(e) If Claimant signs this Settlement Agreement before the twenty-one (21) day consideration period expires, the seven (7) day revocation period (described in Section 13(f) below) immediately shall begin. If Claimant signs this Settlement Agreement before the twenty-one (21) day consideration period expires, Claimant agrees that Claimant knowingly and voluntarily has accepted the shortening of the twenty-one (21) day consideration period and that Respondent has not promised Claimant anything or made any representations that are not contained in this Settlement Agreement. In addition, if Claimant signs this Settlement Agreement before the twenty-one (21) day consideration period expires, Claimant acknowledges and affirms that Respondent has not threatened to withdraw or alter the offer contained in this Settlement Agreement prior to the expiration of the twenty-one (21) day consideration period.

(f) Claimant may revoke this Settlement Agreement for a period of seven (7) calendar days following the date Claimant executes this Settlement Agreement. Any

revocation during this period must be submitted in writing and state, "I hereby revoke my acceptance of our Settlement Agreement and General Release of All Claims." The revocation must be mailed to Ellen E. Cohen, Esq., Jackson Lewis P.C., 725 S. Figueroa Street, Suite 2500, Los Angeles, California 90017, and postmarked within seven (7) calendar days after Claimant's execution of this Settlement Agreement. The foregoing notwithstanding, this Settlement Agreement shall not become effective and enforceable until the seven (7) day revocation period has expired.

14. **No Transfer/Assignment of Claims.** Claimant warrants and represents that Claimant has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Claimant agrees that Claimant solely is responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Claimant is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Claimant or Claimant's Counsel under this Settlement Agreement.

15. **Liens and Attorneys' Fees/Indemnification.**

(a) Claimant acknowledges Claimant solely is responsible for any liens made in connection with any services performed on Claimant's behalf by any attorney, consultants, expert witnesses, or healthcare providers. Each Party solely is responsible for any fees and costs he, she, or it has incurred including, but not limited to, fees for attorneys, consultants, and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3(a) above is being paid to Claimant's Counsel, Claimant acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Claimant in connection with the prosecution of the Action with the exception of the fees charged or to be charged by Ann Kotlarski, Esq. for services rendered as the mediator of this dispute.

(b) Claimant acknowledges and agrees that Claimant will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers, or other third-parties to recover monies from the amounts payable to Claimant or Claimant's Counsel under this Settlement Agreement.

16. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release

language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees and costs.

(c) It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

17. **Amendment.** This Settlement Agreement may not be modified, altered, or changed, except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

18. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Claimant or Respondent fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

19. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties. Claimant acknowledges that Claimant has not relied on any representations,

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promises, or agreements of any kind made to Claimant in connection with Claimant's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT CLAIMANT HAS AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS SETTLEMENT AGREEMENT PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT. CLAIMANT FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS SETTLEMENT AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, CLAIMANT FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS CLAIMANT HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Executed on March 16, 2023

DocuSigned by:

WENCHANG "STEVEN" CHUANG

IRVINE INTERNATIONAL ACADEMY

Executed on March 17, 2023

By: 
DOUG HUSEN
Board Chair

EXHIBIT A

March 24, 2023

Ellen E. Cohen, Esq.
JACKSON LEWIS P.C.
725 S. Figueroa Street
Suite 2500
Los Angeles, California 90017

Re: ***WenChang “Steven” Chuang v. Irvine International Academy***

Dear Ms. Cohen:

On March 24, 2023, I signed a Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) in the above-referenced action. More than seven (7) calendar days have elapsed since I executed the above-mentioned Settlement Agreement. I have not revoked my acceptance or execution of that Settlement Agreement and hereby reaffirm my acceptance of that Settlement Agreement up through the date of this letter.

Very truly yours,

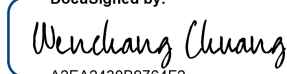
DocuSigned by:

A2EA2430B9764F2
WenChang “Steven” Chuang

EXHIBIT B

ADDENDUM TO RELEASE OF ALL CLAIMS

(No Known Medicare or Medicare Advantage Organization Involvement)

I, WenChang Chaung (hereinafter also referred to as "I" or "Claimant"), individually and on behalf of my heirs, executors, administrators and assigns, as further consideration for the settlement referenced in the RELEASE OF ALL CLAIMS, further recite, warrant, and agree to the following:

DISCLOSURES, WARRANTIES AND INDEMNITY AGREEMENT

I. Recitations and Disclosures

It is not the intention of any party to this settlement to shift to Medicare responsibility for payment of medical expenses for the treatment of injuries sustained as a result of the Accident.¹ However, this Addendum is intended to accompany and supplement the Settlement Agreement with the intention of foreclosing the Released Parties and Scottsdale Insurance Company from any responsibility for future payments of any medical expenses and prescription expenses related to that Accident beyond the payments made under the Settlement Agreement. Scottsdale Insurance Company is herein referred to as “the Carrier.”

I understand that 42 USC 1395y(b)(2)(A)(ii) precludes the Centers for Medicare and Medicaid Services (CMS) from paying for services also covered by a liability insurance policy to the extent that payment has been made or can reasonably be expected to be made promptly under that liability insurance policy. 42 CFR 411.50 defines liability insurance. Anytime a Medicare beneficiary receives funds from a liability insurance policy due to a settlement, judgment or award arising out of an accident that requires the beneficiary to receive medical treatment, Medicare expects that those funds will be used to pay for services already rendered and services provided in the future related to that medical treatment. Thus, Medicare should not be billed for future services until those funds are exhausted by payments to providers that would otherwise be covered by Medicare.

I further understand that 42 USC 1395w-21 through 42 USC 1395w-28 authorizes CMS to contract with private insurance companies to administer a Medicare Advantage Plan (MAP). These private insurance companies, operating as Medicare Advantage Organizations (MAO), cover Medicare benefits under what is known as Medicare Part C Coverage. For the purposes of this addendum, the term “Medicare” also includes and encompasses MAPs and MAOs.

CMS and/or the MAO may be entitled to seek reimbursement from a primary plan or other entity/individual receiving the primary plan’s payment under 42 USC 1395y(b). By receiving

¹ The Accident is defined as the damages Claimant alleges to have sustained in the attorney email dated June 29, 2022 sent on behalf of Claimant to Western Mandarin Immersion Charter School dba Irvine Internal Academy.

this settlement, I and my counsel, if represented, understand that I/we may have continuing obligations to CMS and/or the MAO, as the Released Parties have included in their payment to me any obligations they have as a PRIMARY PAYER to CMS and/or the MAO. In the event that I do not fulfill my obligations to CMS and/or the MAO, I understand that I or my counsel, if represented, may be subject to a direct suit by CMS and/or the MAO:

- 1.) For recovery of attorneys fees collected through a settlement or release (42 CFR 411.24(g) and 42 CFR 422.108(f)).
- 2.) For recovery of medical expenses that should have been paid from the settlement (42 CFR 411.24(g) and 42 CFR 422.108(f) and Subrogation 42 CFR 411.26(a)).

I understand and agree that I am aware that, in 2007, the Medicare, Medicaid and SCHIP Extension Act (hereinafter "**Extension Act**") was passed and was enacted, in part, to protect Medicare when the settlement of a bodily injury claim involves the release of all future claims and the alleged injured individual is either a current Medicare beneficiary or has the potential to be entitled to Medicare benefits within thirty (30) months of the date of settlement. Furthermore, I understand that this Act requires the Carrier to report all such settlements within a time established by the Secretary of Health and Human Services.

I understand that, if Medicare is not protected as set forth in the Extension Act, Medicare **may cease all benefits** otherwise available to me. I further understand and agree that, in the event Medicare seeks reimbursement for past or future payments, **the Indemnity Agreement provides that I will indemnify the Released Parties, referenced in the accompanying Release, as well as the Carrier, from all responsibility for Medicare's claim.**

The Released Parties and the Carrier expressly deny all liability for any damages as a result of the Accident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred as a result of said Accident.

II. Warranties

Therefore, in consideration of the parties' willingness to settle the claim referenced in the RELEASE OF ALL CLAIMS, and to induce said settlement, Claimant makes the following warranties:

- Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense related to the Accident.
- I am not, nor have I ever been a Medicare beneficiary.
- I am not currently receiving Social Security Disability Benefits.
- I have not been denied Social Security Disability Benefits.
- I have not appealed from a Denial of Social Security Disability Benefits.
- I am not in End Stage Renal failure.
- I do not expect to become eligible for Medicare benefits within the next 30 months.

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**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**
Page 17

- No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in the Accident.

III. Hold Harmless and Indemnity Agreement

Additionally, as further consideration of the parties' willingness to settle the claim referenced in the RELEASE OF ALL CLAIMS, and to induce said settlement, Claimant agrees by and on behalf of myself and my heirs, executors, administrators, and assigns, that I will hold harmless and indemnify each and every released party, Western Mandarin Immersion Charter School, Irvine International Academy and the Carrier, including all of their subsidiaries, affiliates, parent companies, divisions, contractors, employees, servants, agents, officers, directors and legal representatives, and hold free and harmless from and against any and all losses, claims, demands, cause or causes of action or judgments of every kind and character, which may or could be brought for attorneys' fees, contribution or indemnity, any and all statutory contractual or common law subrogation claims or liens, including, but not limited to, all Hospital liens, workers' compensation subrogation liens, **Medicare** or Medicaid liens, Medicare Advantage Organization liens, Social Security disability liens, health insurance liens, **Federal**, State or local governmental liens.

I am of sound mind and body and fully capable of reading and understanding this agreement. I understand the consequences of my failure to abide by the Extension Act.

Done at Riverside County, CA this 17 day of March, 2023.

Wen Chang Chuang
Wen Chang Chuang

STATE OF California §

COUNTY OF Riverside §

Before me, the undersigned notary public in and for said state, on this day personally appeared Sandra Figueroa, known to me to be the persons whose names are subscribed to the foregoing instrument, who acknowledged to me that each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17 day of March, 2023.

NOTARY PUBLIC
IN AND FOR THE STATE OF
My Commission Expires:

See Attachment for Notary public

4855-0119-1255, v. 1

See Attached Notarized
Document Dated 17 of March 2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

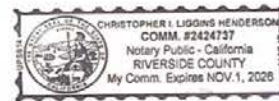
On 17 of March 2023 before me, Christopher I. Liggins Henderson notary public
(insert name and title of the officer)

personally appeared Wen Chang Chuang
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Friday, April 26, 2024

VIA EMAIL

Steven Chuang

wenchangchuang@gmail.com

Re: Response to Public Records Act Request

Dear Mr. Chuang:

The Tustin Unified School District ("District") has received your California Public Records Act ("CPRA") request dated April 17, 2024. In your request, you seek the following records:

Copy of emails received from Michael Scott

Please be advised that the CPRA does not require the District to "create" a record that it does not maintain. The District's obligation under the CPRA is limited to producing existing records. (See *Haynie v. Superior Court* (2001) 26 Cal. 4th 1061, 1075.) As such, to the extent that your Requests require the District to compile information and create a new record reflecting such information, the District is not obligated, and does not undertake, to do so.

To the extent the requested records are exempt or include information that is exempt from disclosure pursuant to the Public Records Act, including, but not limited to, Government Code sections 7927.700 (personnel exception), 7927.500 (preliminary drafts, notes, or intra-agency memoranda not retained by the District in the ordinary course of business), 7927.705 (privileged material, including those within the attorney-client privilege and work product doctrine, including Evidence Code sections 915, 950 et seq., and 1040) and 7922.000 and 7922.540 (catch-all exception), such information will be withheld or redacted, as appropriate. (Government Code section 7922.525.)

After conducting a reasonable and diligent search, the District has determined that your request seeks public records in the possession of the District. Accordingly, the District produces the following document in response to the CPRA:

- March 22, 2024, Email from Michael Scott to Tustin Superintendent Mark Johnson.

Should you have any questions please contact me.

Sincerely,

Rina Lucchese

Director of Communications

Monday, April 29, 2024 at 13:00:39 Pacific Daylight Time

Subject: Re: Firing of Principal Steven Chuang
Date: Friday, March 22, 2024 at 8:19:12 AM Pacific Daylight Time
From: Michael Scott
To: Johnson, Mark

You don't often get email from info@k12monitor.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

March 22, 2024

Re: Firing of Principal Steven Chuang

To Whom It May Concern:

Steven Chuang was fired, with cause, from Irvine International Academy (IIA) during his first year of a two-year principal contract. Vote was by the Irvine International Academy Board on June, 2022.

Steven Chuang is in possession of a document created by IIA explaining the causes.

Sincerely,

Michael Scott, PhD
Founder, Executive Director (retired), and Superintendent (retired) of Irvine International Academy (IIA)

P.S. I am retired and not currently associated with IIA.

Tustin International Charter School
Supporting Documentation, Part II

accs-aug25item02
Attachment 6
Page 21 of 29

Re: Cease & Desist Demand Re Wenchang "Steven" Chuang

From: Michael Scott (michaelscott8@yahoo.com)

To: info@k12monitor.com; kchiang@equitylegalgroup.com

Cc: wenchangchuang@yahoo.com

Date: Friday, May 10, 2024 at 10:16 PM EDT

May 10, 2024

Dear Mr. Chiang:

Currently, I am outside the continental United States and won't return until May 31, 2024. My access to internet and phone is limited.

Second, you mentioned Tustin USD and OCDE. The first time I heard about Steven's (Wenchang Chuang) petition was the video of the Board meeting where he presented in April. I had no involvement before that.

If you want to continue forward, I will hire legal council after June 3 and we can arrange an appointment.

Respectfully,

Michael Scott, PhD, MDiv, LPT

P.S. Please pass on to Mr. Chuang Irvine International Academy was the 5th highest CAASPP science score out of 1,200 charter schools for the year 2021-22.

On Saturday, May 11, 2024 at 01:30:03 AM GMT+2, Kevin Chiang <kchiang@equitylegalgroup.com> wrote:

Mr. Scott,

Wenchang "Steven" Chuang, hereby, demands that you ***cease and desist*** from defaming and disclosing private information about him to various third parties. He is aware of your defamatory statements to the Tustin Unified School District and the Orange County Department of Education. Such statements have caused him significant financial harm for which he intends to pursue legal action against you in the Orange County Superior Court for civil claims that include invasion of privacy, tortious interference of prospective economic advantage, and defamation.

Please preserve all evidence you have regarding Mr. Chuang, including all emails, texts, and other electronic communications, so that they may be properly requested and obtained during discovery.

If you wish to resolve this civil matter before it is filed against you, please let this office know right away and no later than ***May 17, 2024***.

Tustin International Charter School
Supporting Documentation, Part II

accs-aug25item02
Attachment 6
Page 22 of 29

Please note all of Mr. Chuang's rights are reserved.

Sincerely,
Kevin Chiang

Kevin W. Chiang
Equity Legal Group, P.C.
201 S. Lake Ave., Ste. 506
Pasadena, CA 91101
(818) 928-5677
kchiang@equitylegalgroup.com



May 14, 2024

Re: Demand Letter sent to Dr. Michael Scott

Kevin W. Chiang
Equity Legal Group, P.C.
201 S. Lake Ave., Ste. 506
Pasadena, CA 91101

kchiang@equitylegalgroup.com

Dear Attorney Chiang,

This office has been retained to represent the interests of Dr. Michael Scott. All further communication should be directed to us.

In your communication you alleged that Dr. Scott has made “*Defamatory statements to the Tustin USD and OCDE*”. This is untrue.

I assure you that Dr. Scott does not know the elected official (Jorge Valdes, Esq.) who represents the Tustin area and who questioned Mr. Chuang at the Petition hearing. Dr. Scott has never met him, never spoken or communicated with him, and was unaware of the Petition presentation.

Dr. Scott has maintained confidentiality regarding Mr. Chuang’s employment at Irvine International Academy and had no part in disclosing the information shared at the Petition presentation or in any other conversations, publications, etc.

Dr. Scott has not and will not make defamatory statements about Mr. Chuang. Dr. Scott has moved on into retirement and has no involvement with the school.

Together with you and the staff who started the school, Dr. Scott celebrates the early success, such as the 5th highest CAASPP science score out of 1,200 charter schools for the year 2021-22.

I invite you to reach out to me to discuss the matter in which I am intimately knowledgeable.

Sincerely,

Douglas M. Husen

P.s. If a lawsuit is filed regarding this matter, my client intends to counterclaim for abuse of process and attorney’s fees.

California Distinguished Schools Program 2018 Award Letter from CDE



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

April 2, 2018

Dear Principal:

Congratulations! I am pleased to inform you that your school has successfully completed the California Distinguished Schools Program application process and is being recognized as one of our California Distinguished Schools for 2018. The award reflects your school's success in making exceptional gains in implementing the academic content and performance standards adopted by the State Board of Education for all students by meeting state indicators as described on the California School Dashboard. Your success is a direct result of your dedicated and talented staff as well as your supportive school community.

You are cordially invited to attend our California School Recognition Program Awards Ceremony on May 3, 2018, at the Disneyland Hotel in Anaheim. Sponsored in part by California Casualty, the event includes photos with the State Superintendent, a reception, and dinner with student entertainment and speakers.

We will honor the 2018 Distinguished Elementary Schools along with the Exemplary Program Award recipients (which will be announced at a later date), National Title I Distinguished Schools, 2018 Green Ribbon Schools, 2018 Civic Learning Award Schools, and the National Blue Ribbon Honorees from 2017. In addition, we are pleased to recognize exemplary districts that have at least one school listed on the Distinguished Schools Eligibility List for 2018. The Exemplary Districts Award celebrates the achievements of districts that have implemented model practices that have had a positive impact on student outcomes.

We would also like to invite you to our first California Gathering of Great Educators on Friday, May 4, 2018, from 8 a.m. to noon at the Disneyland Hotel. This professional learning and networking event is for schools that have been invited to the California School Recognition Program Ceremony. Space is limited.

Registration, hotel reservations, and information on both events may be found at the following Web site:

https://reg.abcsignup.com/view/view_month.aspx?as=17&wp=142&aid=CDOE.

The deadline to register for the awards ceremony is **Monday, April 16, 2018**.

To view a list of the 2018 California Distinguished Schools, please see our news release on the California Department of Education's website at <https://www.cde.ca.gov/nr/ne/yr18/yr18rel23.asp>.

April 2, 2018
Page 2

If you have any questions, please contact the Regional Support and Awards Office by e-mail at awards@cde.ca.gov or by phone at 916-319-0842.

I look forward to seeing you at the award ceremony and celebrating your great achievements.

Sincerely,



Tom Torlakson
State Superintendent of Public Instruction

TT:df

Picture and Community Report Mail for California Distinguished School



COMMUNITY REPORT

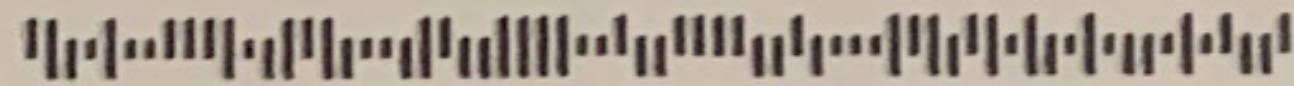


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College Park Elementary Named California Distinguished School



Principal Steven Chuang, Superintendent Torlakson, Queenie Hua and Jerri Martin

Congratulations to College Park Elementary School for being named a 2018 California Distinguished School! State Superintendent of Public Instruction, Tom Torlakson, announced that 287 elementary schools across the state are being honored in this program which returned after a three-year break and replaces the California Gold Ribbon Schools Program. "These schools shine as bright beacons for others, putting forth an exemplary effort to ensure that every student is ready for 21st century college and careers," said Torlakson. The 2018 California Distinguished Schools Program recognizes elementary schools that have made exceptional gains in implementing academic content and performance standards adopted by the State Board of Education. The schools represent examples of excellent teaching, learning, and collaborating, and successful school climate efforts.

SCHOOL BOARD

Audrey Ng, President
ang@smfcsd.net

Shara Watkins, Vice President
sharawatkins@smfcsd.net

Noelia Corzo, Clerk
ncorzo@smfcsd.net

Rebecca Hitchcock, Trustee
rhitchcock@smfcsd.net

Kenneth Chin, Trustee
kchin@smfcsd.net

ADMINISTRATION

Joan Rosas, Ed.D.,
Superintendent

David Chambliss, Assistant
Superintendent for Educational
Services

Carolyn Chow, Chief Business
Official

Dr. Sarah Drinkwater, Assistant
Superintendent for Student
Services

Sue Wieser, Assistant
Superintendent for Human
Resources

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SUMMER LUNCH PROGRAM



Free for all kids 18 and under!!! No paperwork necessary

Lunch served from

12:00 PM – 12:30 PM at LEAD and Bayside

12:15 PM – 12:45 PM at College Park

Monday thru Friday

College Park 6/25-8/10; Bayside Academy 6/27-7/24;
LEAD Elementary 7/2-8/3; no Lunch served on July 4th

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