

## SEPARATION AGREEMENT

The intent of this Separation Agreement ("Agreement") is to resolve and compromise certain issues and claims between Karen Paz Dominguez ("Employee") and the County of Humboldt ("County") regarding her relationship with and separation from the County mutually, amicably, and finally. Each of Employee and County is a "party," and collectively they are the "parties," to this Agreement.

The Parties agree as follows:

1. RESIGNATION: Employee hereby confirms her resignation as Auditor-Controller of the County of Humboldt, effective July 1, 2022 ("Effective Date"). Employee agrees to facilitate a smooth transition and cooperate with any appointed Auditor-Controller who succeeds her through January 2, 2023

2. COMPENSATION: Within 14 days after the Effective Date, and provided Employee has not revoked this Agreement under paragraph 8 below, County shall pay Employee a lump sum of \$92,368.32, comprised of:

a. the balance of her salary through January 2, 2023 (\$74,416.32);

b. twice monthly payments in lieu of insurance benefits from July through December 2022 (\$2,952.00); and

b. \$15,000.

The compensation enumerated above is subject to all state and federal employment withholding taxes and shall be reflected as such as compensation on Employee's W-2 forms for 2022.

3. ATTORNEY FEES: In addition to the payment referenced in paragraph 2 above, the County will pay Employee reasonable attorney fees actually incurred in the *State of California v. County of Humboldt, Karen Paz Dominguez*, Humboldt Superior Court Case No. CV 22 00584 ("the State Case") upon reasonable proof of their amount, and fees of \$13,254.85 she incurred with respect to Humboldt Superior Court Case No. CV 20 01430. Such payment shall be made at the time payment is due under paragraph 2 above.

4. RESOLUTION OF THE STATE CASE: County will dismiss its cross-complaint against Employee in the State Case and it will defend and indemnify Employee as to the State Case.

5. PENSION: County hereby assures Employee that her right to a CalPERS pension has vested.

6. LIMITED RELEASE: In consideration for the benefits described in paragraphs 1 through 5 above, Employee releases and waives any and all claims against the County with respect to the issues specifically addressed by this Agreement. Employee retains her claims against the County for defamation, discrimination, and other wrongs; County does not admit the substance of any of these reserved claims.

7. OTHER CASES:

a. Should the City of Eureka sue the County and Employee for failure to distribute when due property taxes for Fiscal Year 2021–2022, the County will defend and indemnify Employee as to that suit and any other suit against Employee arising in the course and scope of her service to the County.

b. Should the County conclude that a particular claim or suit against Employee does not arise in the course and scope of her service to the County, it will give her prompt notice of that fact and meet and confer with her and, at her option, with her counsel before making its final decision in the matter. Employee retains the rights afforded her by Government Code sections 825 and 996 and related law whether or not a future disagreement should arise between the parties as to the scope of those rights.

8. REVOCATION: Employee acknowledges that she has been represented by counsel in negotiating the terms of this Agreement, that she has been provided with the time to consult with an attorney before signing this Agreement, that she has had the terms of the Agreement fully explained to her by her counsel, and that if she signs this Agreement, she will have seven calendar days following the date on which she signs this Agreement to revoke it by providing written notice to the County Counsel of the County of Humboldt, as required by 29 United States Code § 626, subdivision (f)(1). Written notice must be received by Humboldt County Counsel within the seven-calendar-day period. The Agreement will not be effective until this seven-calendar day period has elapsed without a written revocation by Employee.

9. CONSTRUCTION: This Agreement is executed in the State of California and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California. Regardless of which party initially drafted this Agreement, it shall not be construed against any one party, and shall be construed and enforced as a mutually prepared Agreement. It is hereby understood and agreed that no promises, representations, understandings or warranties have been made by any party other than those which are expressly contained herein. The terms of this Agreement are contractual and not a mere recital. It is further understood that this Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements between them, written or oral, pertaining to the subject matter of this Agreement. If legal action becomes necessary to enforce the terms of this Agreement, the

prevailing party shall be entitled to an award of actual and reasonable attorney fees. This Agreement shall be entered into evidence only for the purpose of proving that a settlement was reached.

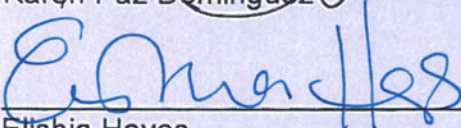
10. VOLUNTARY AGREEMENT: Both parties acknowledge they have been represented by representatives of their choice with respect to the subject of this Agreement, that their representatives have discussed this Agreement with them and have fully advised them with respect to the rights and obligations they waive and assume by executing this Agreement, that they enter into this Agreement voluntarily and that their representatives are hereby authorized and directed to take such actions as may be necessary or appropriate to complete this settlement.

13. INTEGRATION: This Agreement constitutes the entire agreement between the parties. County and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this agreement. No amendment to this Agreement is effective unless it is in writing and signed by both parties.

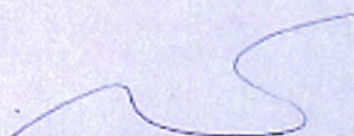
Dated: June 30, 2022

  
Karen Paz Dominguez

Dated: JUNE 30, 2022

  
Elishia Hayes,  
County Administrative Officer  
County of Humboldt

APPROVED AS TO FORM:

  
Michael G. Colantuono

Special Counsel County of Humboldt