

## **CONFIDENTIAL GENERAL RELEASE AGREEMENT**

This Confidential General Release Agreement (the "Agreement") is executed by and between Fesia Davenport ("Department Head") and the County of Los Angeles (the "County") (each a "Party" and collectively the "Parties"). In consideration for the execution of this Agreement and the performance of the terms and conditions herein, the Parties agree as follows:

1. **Background.** Department Head currently serves as the Chief Executive Officer for the County, pursuant to an Employment Agreement dated January 5, 2021 (the "Employment Agreement"). Certain disputes and controversies have arisen between the Parties hereto, which include, but are not limited to, the claims, demands and causes of action set forth in a letter from Department Head to the Chair of the County's Board of Supervisors, dated August 12, 2024, as well as similar subsequent communications (referred to collectively as the "Board Letters"). Without admitting the validity of or any liability for the claims asserted by Department Head against the County with respect to the Board Letters, or with respect to any claims, demands, and causes of action, both real and potential, it is the intention of the Parties hereto to settle, release and dispose of, fully and completely, any and all claims, demands and causes of action asserted by Department Head arising out of, connected with, or incidental to the dealings between Department Head and the County up to and through the date on which this Agreement is executed, including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Board Letters.

2. **Settlement Funds.** Upon the execution of this Agreement and the Parties' compliance with the terms and conditions herein, in consideration for the releases, undertakings and covenants set forth herein, and in full settlement of the claims asserted in the Board Letters, and any and all other claims or causes of action, actual or potential, held by Department Head as of the date on which this Agreement is executed by Department Head, the County agrees to pay Department Head the total gross sum of TWO MILLION DOLLARS and ZERO CENTS (\$2,000,000.00) (the "Settlement Funds"), which shall be paid via one check made payable to Fesia Davenport. The Parties agree that such amount is intended to compensate Department Head for her claimed general damages, including alleged damage to reputation, embarrassment, and emotional distress. This allocation is based on the facts and representations made by Department Head. No portion of said sum is to be considered or intended to compensate Department Head for any unpaid wages or other income, although all such claims are released herein. The County shall issue an IRS Form 1099 to Department Head for this payment as required by law. Department Head hereby acknowledges and agrees that the Settlement Funds constitute consideration beyond that to which Department Head is already entitled. The Settlement Funds shall be delivered to Department Head within thirty (30) calendar days of the following, provided this Agreement has been approved by the proper County of Los Angeles authority in good faith, as set forth in Paragraph 17: (i) the delivery of this Agreement fully executed by Department Head to County Counsel; and (ii) the delivery of an IRS Form W-9 completed and executed by Department Head to County Counsel.

3. **Tax Liability/Effect of Payment.** Department Head understands and agrees that Department Head is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and payment of the Settlement Funds. Department Head agrees to indemnify and hold harmless the County and any person or entity affiliated with County from any tax liability or penalties that are, were, or may be

payable on any portion of the Settlement Funds, as such allocations were based on representations made by Department Head. Department Head further acknowledges that neither the County, nor any of its representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Department Head pursuant to this Agreement. Department Head further acknowledges that the County has no obligation to indemnify or defend Department Head in any tax proceedings or from any tax consequences that could result from payment made in accordance with this Agreement.

4. Release. In exchange for the Settlement Funds and the other consideration provided herein, Department Head releases and forever discharges the County from any and all liabilities of any form whatsoever, whether known or unknown, that Department Head has incurred or may at any time claim to have incurred arising from any cause whatsoever prior to and including the date of Department Head's execution of this Agreement. Specifically, Department Head, on behalf of Department Head and Department Head's successors, heirs, assigns, agents, and representatives, releases and forever discharges the County and its current and former departments, Boards of Supervisors, related entities, employees, agents, independent contractors, officers, directors, supervisors, executives, trustees, representatives, attorneys, insurers, reinsurers, related organizations, and assigns (hereafter referred to collectively as the "Released Parties"), and each of them, from any and all liabilities, claims, causes of action, charges, complaints, commissions, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that Department Head has incurred or expects to incur, or now owns or holds, or may at any time own, hold, or claim to hold arising from any cause whatsoever prior to and including the date of Department Head's execution of this Agreement, including but not limited to any alleged claims arising out of, connected with, or incidental to the dealings between the Parties hereto, including but not limited to those arising out of Department Head's employment with the County to date. This release includes but is not limited to any claims arising out of the facts and circumstances surrounding the enactment of the ballot proposition known as "Measure G."

This release extends to any and all claims including, but not limited to, any alleged: (a) violation of the California Fair Employment and Housing Act, the California Wage Orders, the Private Attorneys General Act, the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the federal Worker Adjustment and Retraining Notification Act, the California Worker Adjustment and Retraining Notification Act, the California Labor Code (including Section 132a), the California Civil Code, the California Government Code, the Fair Labor Standards Act, the Equal Pay Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Americans With Disabilities Act, the Family Medical Leave Act, the California Family Rights Act, the California Business and Professions Code, the California Healthy Workplaces Healthy Families Act, and/or state and federal False Claims acts; (b) discrimination, harassment, retaliation, breach of any express or implied employment contract or agreement, wrongful discharge, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, misrepresentation, fraud, defamation, interference with prospective economic advantage, and/or failure to pay wages due or other monies owed; and (c) violation of any local, state or federal law, regulation, ordinance, and/or public policy, violation of any contract, or any tort or common law claim having any bearing whatsoever on the terms and conditions of employment with any of the Released Parties. Notwithstanding the

releases set forth above, this Agreement does not release any claim that is prohibited from being released as a matter of law.

Department Head understands that nothing in this release prevents Department Head from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), the California Civil Rights Department ("CRD"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Department Head understands that by signing this Agreement, Department Head waives the right to recover any damages or to receive other relief in any claim or suit brought by or through any such agency on Department Head's behalf, to the extent permitted by law. The Parties further agree that nothing in this Agreement, including any confidentiality provisions, prevents Department Head from making truthful reports or disclosures to any federal, state or local governmental agency.

Department Head further releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action, or a class or collective member in any case in which claims are asserted against the Released Parties that are related in any way to Department Head's employment with the County, arising from the beginning of time to the date of execution hereof. In that regard, Department Head agrees that Department Head may not and will not submit a claim form in any class, collective, or representative action in which Department Head is included as a putative class member, if any, if and to the extent any such action is premised on any claims or rights released by Department Head herein.

5. Section 1542. Department Head expressly waives any and all rights that Department Head may have under Section 1542 of the Civil Code of the State of California, which states, in part: "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." Department Head expressly waives and releases any and all right to benefits that Department Head may have under California Civil Code § 1542, to the fullest extent Department Head may do so lawfully. Department Head further acknowledges that Department Head may later discover facts different from or in addition to those facts now known to Department Head or believed by Department Head to be true with respect to any or all of the matters covered by this Agreement, and Department Head agrees that this Agreement nevertheless shall remain in full and complete force and effect.

6. Older Worker's Benefit Protection Act. This Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that Department Head has or may have under the Federal Age Discrimination In Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq. This Paragraph and this Agreement are written in a manner calculated to be understood by Department Head. Department Head is hereby advised in writing to consult with an attorney before signing this Agreement. Department Head acknowledges that, in return for this Agreement, Department Head will receive consideration beyond that which Department Head was already entitled to receive before entering into this Agreement. Department Head acknowledges that Department Head has had a reasonable time of up to 21 days in which to consider signing this Agreement. If Department Head decides

not to use all 21 days, Department Head knowingly and voluntarily waives any claims that Department Head was not given the 21-day period or did not use the entire 21 days to consider this Agreement. If Department Head has signed this Agreement before the end of this 21-day time period, such decision was knowing and voluntary and was not induced by fraud, misrepresentation, or a threat to withdraw or alter this Agreement. Department Head may revoke this waiver of claims under the ADEA at any time within the 7-day period following the date Department Head signs this Agreement by providing written notice of revocation to the County, directed to the County Counsel. The waiver of claims under the ADEA as set forth in this Paragraph shall not become effective or enforceable until 12:01 a.m. on the 8th day after Department Head signs this Agreement. Notwithstanding Department Head's right to revoke the waiver of claims under the ADEA, the remaining terms of this Agreement shall become effective and enforceable as of the date that Department Head signs this Agreement, except that if Department Head revokes the waiver of claims under the ADEA, Department Head will receive only Two-Hundred Thousand Dollars and Zero Cents (\$200,000.00), and not the remainder of the Settlement Funds.

7. No Admissions. Neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed as an admission of liability or wrongdoing on the part of the Released Parties, nor shall this Agreement or the furnishing of the consideration for this Agreement be admissible as evidence in any proceeding other than for the enforcement of this Agreement.

8. Indemnification. No Party or attorney for any Party has made any representations or warranties regarding the taxability of the consideration provided to Department Head pursuant to this Agreement. Department Head will assume all risks regarding the tax consequences of the Settlement Funds and other consideration provided to Department Head. Department Head agrees to indemnify and hold harmless the Released Parties against any assessment of taxes or penalties on the Settlement Funds, if any.

9. Further Claims. Except as otherwise provided and permitted herein, Department Head has not and will not file any charges against any of the Released Parties based on events occurring prior to the date of execution of this Agreement with any state or federal administrative agency, and shall immediately dismiss any such existing claims. Department Head has not and will not institute a lawsuit or bring any claims in any state or federal court, arbitration, or any other forum, based upon, arising out of, or relating to any claim, demand, or cause of action released herein, and shall immediately dismiss any such existing claims. Except as otherwise provided and permitted herein, Department Head has not and will not participate, assist, or cooperate in any claim, charge, suit, complaint, action or proceeding against any of the Released Parties, unless and to the extent required or compelled by law. Except as otherwise provided and permitted herein, Department Head has not and will not encourage and/or solicit any third party to file any claim, charge, suit, complaint, action or proceeding against any of the Released Parties. This Paragraph does not apply to claims challenging the validity of this Agreement under the Age Discrimination in Employment Act or any other charges or rights that cannot be waived as a matter of law.

10. Further Payments. Department Head acknowledges that the County has provided Department Head with payment for any and all wages, compensation, commissions, premiums, bonuses, PTO, vacation, sick leave, overtime, benefits, insurance, holidays, reimbursements, penalties, and/or any other form of payment from the Released Parties arising

out of or related in any way to Department Head's employment with the County to date. The County likewise maintains and asserts that Department Head has been fully compensated in connection with Department Head's employment with the County to date. Thus, any assertion by Department Head, either past, present or future, that any form of wages or other compensation remains owing to Department Head arising out of Department Head's employment with the County to date is disputed by the County in good faith. Notwithstanding said good faith dispute, Department Head is willing to compromise and resolve all such claims by accepting the consideration set forth in this Agreement. The County acknowledges that Department Head is entitled to be paid out accrued non-elective leave pursuant to County policy at the end of her employment, in addition to any other time the Auditor-Controller deems appropriate and customarily pays in a Department Head's final paycheck pursuant to County policies and procedures under the PP013, PP044, and PP077 Codes.

11. Workplace Injuries. Department Head represents and acknowledges that, other than claims already on file prior to the date Department Head executes this Agreement, if any, Department Head has not sustained any workplace injury or workplace illness of any kind during Department Head's employment with the County to date, and Department Head does not intend to file any claim or seek any benefits of any kind under workers' compensation based on any workplace injury, workplace illness, or workplace accident occurring prior to the date of this Agreement.

12. Confidential Information.

a. Department Head agrees not to disclose to others, or use for the benefit of anyone other than the County, any confidential or trade secret information of the County or any information that the County is obligated to keep confidential. In this regard, Department Head understands and hereby agrees that the term "confidential or trade secret information" includes, but is not necessarily limited to, constituent lists, proposals, financial data/analyses, payroll data, tax information, initiatives, campaigns, plans, community engagement information, benefit recipient files and information, revenue, costs, software data, vendor suppliers' lists, grant information, and audit information, as well as non-public information concerning any of the County's constituents, contractors, consultants, attorneys, vendors, suppliers, or employees (other than regarding the terms and conditions of Department Head's own employment), and any other information that may reasonably be deemed confidential or proprietary in nature. If it is at any time determined that any of the information or materials identified above are, in whole or in part, not entitled to protection as trade secrets, the Parties agree that they shall nevertheless be considered and treated as confidential information protected under this Agreement, in the same manner as trade secrets, to the maximum extent permitted by law.

b. Department Head further agrees that Department Head will not use confidential or trade secret information to directly or indirectly, alone or as a partner, officer, director, employee or stockholder of any entity: (a) engage in any business activity that is in competition with the services being developed, prepared, or provided by any of the Released Parties; (b) engage in any activity that involves providing audit review or other consulting or advisory services for any person or entity that is in competition with the services being developed, prepared or provided by any of the Released Parties; or (c) solicit, interfere with, accept business from, hire, or endeavor to entice away any contractor, vendor, joint venture partner, business affiliate, or employee of any of the Released Parties in their respective contractual or employment relationship with the Released Parties.

c. Notwithstanding Department Head's confidentiality obligations to the Released Parties under this Agreement and otherwise, Department Head understands that as provided by the Federal Defend Trade Secrets Act, Department Head will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of confidential information or a trade secret made: (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

13. Prior Agreements. This Agreement does not alter, modify or impact the confidentiality provisions and the restrictive covenants set forth in any prior agreements between the Parties, including any such provisions and covenants in the Employment Agreement, nor does it affect Department Head's obligation to comply with those provisions and covenants. Additionally, the Parties agree that Department Head's Employment Agreement remains in full force and effect in accordance with its terms. The Parties understand and agree that no revisions are being made to the Employment Agreement pursuant to this Agreement. The Parties understand and agree that the Employment Agreement provides that "[i]n the event that the County terminates this [Employment] Agreement with or without cause, in addition to those benefits specified by the County Code, Department Head shall be entitled to receive a severance benefit equal to twelve (12) months' compensation at her then current rate." The Parties agree that this severance amount referenced in the Employment Agreement (the "Severance Benefit") will not be offset by, or serve to offset, the Settlement Funds. However, pursuant to the June 29, 2022 memo received by Department Head and sent jointly by Department Head and the Director of Personnel to all County department heads, the Parties further acknowledge that the Severance Benefit will be owed only in the event of a termination of the Employment Agreement by the County prior to January 4, 2027, and that neither the Severance Benefit nor any portion thereof will be owed if (a) Department Head resigns or otherwise voluntarily terminates her employment with the County and/or (b) the Employment Agreement simply terminates by its own terms and/or (c) Department Head's employment with the County continues beyond January 4, 2027, unless and to the extent the Employment Agreement is subsequently amended by mutual agreement of the Parties. The Parties understand and agree that the term of the Employment Agreement is not extended by virtue of this Agreement.

14. Non-Disparagement. Department Head shall act in good faith towards the Released Parties so as not to harm their businesses or reputations in any way, and agrees, to the maximum extent permitted by law, not to make, induce or cause any other person or entity to make, negative statements or communications disparaging the Released Parties. This provision shall not limit or preclude Department Head, during any remaining employment, from making any internal reports or communications of any kind. Moreover, responding to legal process, required governmental testimony or filings, or making communications that cannot be prohibited pursuant to applicable federal, state, or local law will not violate the obligations of this Paragraph. Further, nothing in this Agreement, including but not limited to this Paragraph 14 and Paragraph 19, prevents Department Head from (1) discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, or any other conduct that Department Head has reason to believe is unlawful; or (2) providing truthful testimony or answers in response to any legal process, or during any judicial, quasi-judicial, or administrative proceedings. The County agrees that it will instruct each current member of the County's Board of Supervisors (*i.e.*, Hilda L. Solis (1st District), Holly J. Mitchell (2nd District), Lindsey P. Horvath (3rd District),

Janice Hahn (4th District), and Kathryn Barger (5th District)) in writing that they should act in good faith towards Department Head so as not to harm her reputation in any way, and should not make, induce or cause any other person or entity to make, negative statements or communications disparaging Department Head.

15. Cooperation. As further consideration for this Agreement, if requested by the County upon reasonable notice, at any time both during and after Department Head's employment with the County, Department Head will cooperate with the County in connection with the defense, prosecution or investigation of any internal or external claim that may be made against or by the County, including but not limited to any ongoing or future investigation, or any dispute or claim before any arbitral, administrative, judicial, legislative, or other body or agency. Such cooperation includes, without limitation, providing sworn testimony and the execution of a truthful declaration. Department Head's obligation to provide cooperation pursuant to this Paragraph shall continue in perpetuity without further remuneration to Department Head in connection therewith.

16. Requirement of Approval by County Authorities. This Agreement is subject to the County's approval process, and the Parties agree that this Agreement shall be null and void in the event that the County's approval authorities deny such approval. The County agrees to recommend this Agreement for approval to the proper County of Los Angeles authority in good faith, and use its best efforts to expedite the approval process.

17. Miscellaneous. Department Head has full authority to enter into this Agreement and to be bound by it. Department Head is voluntarily entering into this Agreement free of any duress or coercion. Department Head was advised to and has had the opportunity to consult legal counsel of Department Head's own choosing with respect to the execution and legal effect of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. Each Party to this Agreement acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of any Party except those covenants, agreements and promises embodied in this Agreement. This Agreement cannot be modified in any respect except in a written instrument signed by the Parties. In the event that any provision of this Agreement is held to be void, null or unenforceable, such provision shall be severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect. If the waiver or release of any claim by Department Head is held to be void, null, or unenforceable, only the waiver or release of that particular claim shall be severed from this Agreement, and the remainder of the release provided by Department Head herein shall remain in full force and effect. Any uncertainty or ambiguity in this Agreement will not be construed for or against any Party based on the attribution of drafting to any Party. This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, all of which taken together will be construed as one document. A faxed or .pdf copy of this Agreement may be deemed an original. This Agreement will be construed and governed by the laws of the State of California.

18. Attorneys' Fees and Costs For Legal Proceedings; Injunctive Relief. If any Party to this Agreement is required to enforce any term of this Agreement in any proceeding, the prevailing party shall be entitled to all reasonable attorneys' fees and costs expended to enforce this Agreement, in addition to any other relief to which the prevailing party may be entitled. Consistent with the foregoing, in the event of an actual or threatened breach by



Department Head of any of the provisions of this Agreement, Department Head agrees that the County's remedy at law may be inadequate, and accordingly, the County shall be entitled to sue for injunctive relief in any action or proceeding brought to enforce the terms of this Agreement without the necessity of posting any bond.

19. Confidentiality. Department Head understands and agrees that she will keep the existence of this Agreement together with its terms and conditions strictly private and confidential to the extent permitted by law and as set forth in this Agreement. Except as otherwise provided for in this Agreement, Department Head understands and agrees that Department Head shall not disclose or offer to disclose, and has not disclosed, any of the terms or provisions of this Agreement to any person or entity, including, but not limited to, any current, former or future employee of the County. Exceptions to the obligations under this Paragraph are (a) a disclosure required by law (such as if a court or arbitrator requires it, or to the extent disclosure to a governmental and/or regulatory agency or tribunal is required) or a disclosure that cannot be prohibited by law, (b) to enforce any obligations under this Agreement, or (c) a disclosure to Department Head's spouse (if applicable), attorneys or financial advisors, each of whom will be advised of the confidential nature of this Agreement and must agree to be bound by its terms. Nothing in this Agreement shall prohibit or restrict Department Head from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the NLRB, the SEC, FINRA, any other self-regulatory organization or any other state or federal regulatory authority, regarding this Agreement or its underlying facts or circumstances. Department Head understands and agrees that this Agreement and/or its terms and conditions may be disclosed in an action to enforce this Agreement, in the manner and to the extent necessary in order to enforce this Agreement. If Department Head pursues such an action in court or another public forum Department Head will, if required to provide a copy of this Agreement, do so under seal, to the extent permitted by applicable court rules, procedures and law.

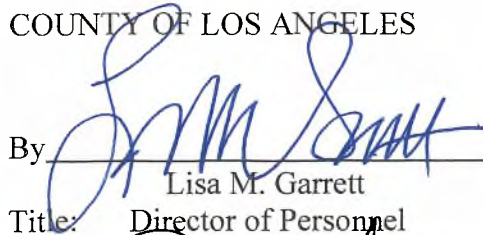
**PLEASE READ CAREFULLY, THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

DATED: 08/14/2025

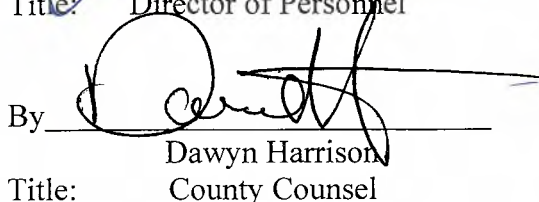
  
Fesia Davenport

DATED: 8/15/2025

COUNTY OF LOS ANGELES

By   
Lisa M. Garrett  
Title: Director of Personnel

DATED: 8-15-2025

By   
Dawyn Harrison  
Title: County Counsel