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Electronically FILED by Superior Court of California, County of Los Angeles 11/12/2025 12:00 AM David W. Slayton, Executive Officer/Clerk of Court, By M. Strano, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JANE BP1-B DOE; JANE ML2-B DOE; JANE TE3-B DOE; JANE GK4-B DOE; JANE PY5-B DOE; JANE TF6-B DOE; JANE BR7-B DOE; JANE DY8-B DOE; JANE GF9-B DOE; JANE DL10-B DOE; JANE RL11-B DOE; JANE CJ12-B DOE; JANE MT13-B DOE; JANE PT14-B DOE; JANE JK15-B DOE; JANE GK16-B DOE; JANE VP17-B DOE; JANE FD18-B DOE; and JANE MF19- B DOE, individuals,

Plaintiffs,

vs.

DOE 1, a governmental entity; DOE 2, an individual; DOE 3, an individual; DOE 4, an individual; DOE 5, an individual; DOE 6, an individual; DOES 7 through 500, inclusive,

Defendants.

AND ALL RELATED CASES.

Lead Case No.: 22STCV25961
Hon. Lawrence P. Riff, Dept. 1

NOTICE OF MOTION AND MOTION FOR AN ORDER TO APPOINT QSF TRUSTEE FOR PURPOSES OF EFFECTUATING SETTLEMENT AGREEMENT FOR "GROUP B" PLAINTIFFS

Date:	**December 04, 2025**
Time:	**8:30 a.m.**
Dept:	**1**
Reservation:	**023671457077**

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TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 04, 2025, at 8:30 a.m., or as soon thereafter as this matter may be heard before Hon. Lawrence P. Riff in Department "1" in the above-entitled court located at 111 N. Hill Street, Los Angeles, CA 90012, Plaintiffs' Counsel will move this Court for an Order to appoint the Qualified Settlement Fund ("QSF") Trustee.

This Motion is made pursuant to California Code of Civil Procedure § 638, et seq., California Rules of Court, Rules 3.901–3.902, as the requested appointment has been mutually agreed upon by the parties and the appointment of the QSF is necessary to carry out and implement the terms of the settlement.

This Motion is based upon this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Mike Arias, the attached exhibits thereto, including the settlement agreement and release, the records and papers in the Court's file and upon such other and further oral argument at the time of the hearing.

Dated: November 11, 2025 **ARIAS SANGUINETTI WANG & TEAM LLP**

By: ______________________________
MIKE ARIAS
SAHAR MALEK
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY

Plaintiffs are comprised of 414 individuals who have filed a civil case in the Superior Court of the State of California, County of Los Angeles, against the County and various County employees and agents, that include and are related to Jane BP1-B Doe, et al. v. The County of Los Angeles, et al., Lead Case No. 22STCV25961, pending before the Honorable Judge Lawrence P. Riff, J.W. v. Los Angeles County Department of Children and Family Services, et. al., Lead Case No. 21STCV26293, pending before the Honorable Judge Laura Seigle, and Jane Doe 1, et. al. v County of Los Angeles et. al., Lead Case No. 21STCV20949, pending before the Honorable Elaine Lu. (collectively, the "Actions.")

On October 17, 2025, Arias Sanguinetti Wang & Team LLP, Manly Stewart & Finaldi, and Panish Shea Ravipudi LLP reached a settlement with the Los Angeles County Department to resolve 414 claims. (Declaration of Mike Arias ["Arias Decl."] ¶ 4.) The Plaintiffs involved in this settlement are referred to as "Group B." (*Id.* at ¶4, 11-13 for a detailed breakdown of the cases assigned to each of the three (3) firms.) In the settlement release and agreement, the parties agreed to establish a QSF into which the County will deposit the settlement funds, pursuant to § 468B of the Internal Revenue Code of 9186, as amended, and United States Treasury Regulations § 1.468B-1 et seq. (*Id.* at ¶6.) Per the terms of the settlement agreement, Plaintiffs' Counsel are filing this Motion to Appoint a QSF Trustee, specifically, Simpluris, to serve as QSF Trustee. (*Id.* at ¶ 5-10.) This Motion seeks similar relief to the Motion for an Order to Appoint Claims Administrator, Claims Processor, QST Trustee… filed by Raymond P. Boucher of Boucher LLP, which this Court approved and granted on October 29, 2025, and is submitted in reliance on the same legal authority and procedures as pertaining to the QST Trustee.

Subject to Plaintiffs' satisfaction of certain conditions, or the County's waiver of those conditions in its sole and absolute discretion, the County has agreed to contribute up to $828,000,000.00 (the "Settlement Amount") to a QSF for distribution to all participating Plaintiffs. (*Id.* at ¶5.) The key terms of the global settlement are detailed in the exemplar

Individual Settlement Agreement and Release ("Individual Release") attached herein as Exhibit 1. (*Id*. at ¶6.) The Individual Settlement Agreement and Release mandates that a trustee be appointed by order of the Court. (see Ex. 1, Individual Release, at p. 2 ¶ 4.) To satisfy this condition and provide a secure, efficient mechanism for distributing settlement funds, Plaintiffs have selected a QSF and seek the Court's approval of its appointment. (Arias Decl. at ¶6.) Counsel for Plaintiffs have all agreed to the appointment of Simpluris as QSF Trustee and now request this Court grant the order designating Simpluris as such. (*Id*.)

II. LEGAL AUTHORITY

A. The Global Settlement Must be Administered through the QSF

The creation of the Qualified Settlement Fund and appointing a QSF Trustee are critical components of the settlement process. A QSF functions as a statutory trust or escrow account that serves as a centralized vehicle for holding and distributing settlement funds to participating plaintiffs. Beyond promoting efficiency and consistency, a QSF also provides an important tax benefit by deferring taxation until individual plaintiffs actually receive their settlement proceeds. (See 26 U.S.C. § 468B(b)(3) [payments to the fund and any interest earned are treated as income of the fund].) This deferral allows for additional efficiency in administering distributions from the settlement and ensures adequate time to resolve liens, manage claims, and address other issues that may arise after settlement. (Arias Decl. at ¶ 7.) Defendants likewise benefit from the establishment of the QSF, as transferring the settlement funds into the QSF provides them with an immediate release from liability and satisfies the requirement of economic performance at the time of payment. (*Id*. at ¶8.)

Without the Court's order establishing the requested QSF, the parties would face substantial and potentially prohibitive administrative challenges, along with significant adverse tax consequences for many claimants, making it impractical to implement the terms of the global settlement. The sheer volume of individualized payments, lien resolutions, and trust arrangements would be nearly impossible to coordinate efficiently without a centralized fund under Court supervision. Establishing the QSF is therefore essential to ensure that settlement proceeds are distributed fairly, timely, and in full compliance with both state and federal requirements.

B. <u>The Releases Require that the Settlement Funds are Issued through a QSF</u>

The Group B Plaintiffs participating in this settlement have already signed or will sign the Individual Settlement Agreement and Release. ("Individual Release") (Arias Decl., ¶ 6.) The Individual Release, for individuals participating in the allocation process, requires that all payments from the County must be made to a QSF: "The County agrees to fund the QSF in three separate payments according to the following schedule: (1) on or before December 1, 2025, the County shall make a first payment into the QSF in the total amount of Four Hundred Million Dollars ($400,000,000.00) (the "First Payment"), and (2) on or before November 30, 2026, the County shall make a second payment into the QSF, in the total amount of Four Hundred Million Dollars ($400,000,000.00) (the "Second Payment"), and (3) on or before November 30, 2027, the County shall make a third payment into the QSF in an amount to be determined based on the number of executed releases submitted, with a total amount not exceeding Twenty-Eight Million Dollars ($28,000,000.00) (the "Third Payment")." (Arias Decl., ¶ 6, Ex. 1 at ¶ 4.)

If the Court declines to establish the QSF, every one of the 414 Group B Plaintiffs may be required to execute revised settlement agreements removing the QSF provision. This would not only impose an extraordinary administrative burden but would also significantly disadvantage the Plaintiffs. Each claimant has distinct financial needs and payment consideration and the QSF provides the only efficient, equitable, and flexible means to manage these varying financial circumstances and to ensure that all settlement proceeds are distributed appropriately to the 414 participating Plaintiffs. (Arias Decl., ¶7.) A QSF is the only practical way to administer the settlement payments with sufficient flexibility to meet the unique financial needs of these 414 unique individuals that make up Group B. (*Id*. at ¶ 7-8.)

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C. <u>The QSF Complies with all Statutory and Regulatory Requirements</u>

The proposed QSF satisfies all criteria for a "designated settlement fund" under 26 U.S.C. § 468B and all requirements for a "qualified settlement fund" as indicated in 26 C.F.R. § 1.468B-1. (Arias Decl., ¶10.) First, a qualified settlement fund must be "established pursuant to an order of, or approved by, the United States, any state…, or political subdivision thereof, or any agency or instrumentality (including a court of law) of any of the foregoing," and must remain "subject to the continuing jurisdiction of that governmental authority." (26 C.F.R. § 1.468B-1(c)(1), emphasis added.) Here, a Court order establishing the QSF, appointing Simpluris as QSF Trustee, and retaining ongoing jurisdiction fully satisfies this requirement. (Arias Decl., ¶10.) Although the County qualifies as a "political subdivision" of the State, approval by the Board of Supervisors or any other agency would be insufficient because this Court is the proper instrumentality with jurisdiction over the claims and their resolution. (See Code Civ. Proc., § 664.6, subd. (a) [court may enter judgment pursuant to terms of the settlement; may dismiss case and retain jurisdiction to enforce the settlement until performance in full]; see also Arias Decl. at ¶ 6-7., Ex. 1, Individual Release, at p. 8, ¶ 16 ["this Settlement Agreement constitutes a written stipulation within the provisions of [Section 664.6] …. The Los Angeles Superior Court will retain jurisdiction … pursuant to [Section 664.6]. … any action to enforce this Settlement Agreement, or any right hereinafter, must be brought in a Court having its situs within the County of Los Angeles, State of California, and no other Court."] By maintaining exclusive jurisdiction in this Court, as expressly agreed by the parties, any future matters relating to the QSF will be addressed by a tribunal familiar with the case and capable of issuing consistent rulings for all affected plaintiffs, avoiding conflicting or varying determinations.

Second, a qualified settlement fund must be created and utilized exclusively to resolve or satisfy, as applicable here, one or more tort claims arising from a specific event or a related series of past events. (26 U.S.C. § 468B(d)(2)(A), (B), (D); 26 C.F.R. § 1.468B-1(c)(2)(ii).) The payment into such a fund must completely discharge the transferor's tort liability for the covered claims. (*Id.*) The proposed QSF meets these requirements because it will be used solely to administer and distribute settlement proceeds for claims asserting the County's tort liability stemming from past incidents of sexual abuse. (Arias Decl., ¶3,10.) In exchange for these payments, individual claimants will fully and finally release the County from any and all liability related to those acts. (*Id.* at ¶ 10).

Third, a qualified settlement fund must either constitute a trust under applicable state law or have its assets maintained separately from those of the transferor and any related persons. (26 C.F.R. § 1.468B-1(c)(3).) Neither the transferor nor any related party may retain a beneficial interest in the fund, which must be managed by individuals or entities independent of the taxpayer. (26 U.S.C. § 468B(d)(2)(C), (E).) In this case, the proposed QSF Administrator, Simpluris, is entirely independent of all parties, thereby ensuring the proper segregation of assets and impartial administration of the fund for the benefit of the claimants. (Arias Decl., ¶ 6.)

III. CONCLUSION

For the foregoing reasons, Plaintiffs' request this Court GRANT Plaintiffs' Motion to establish the QSF and to appoint Simpluris as the QSF Trustee.

Dated: November 11, 2025

ARIAS SANGUINETTI WANG & TEAM LLP

By: ______________________________
MIKE ARIAS
SAHAR MALEK
Attorneys for Plaintiff

DECLARATION OF MIKE ARIAS

I, Mike Arias, declare:

1. I am an attorney licensed to practice before all the courts of the States of California and am the Managing Partner of Arias, Sanguinetti, Wang & Team LLP, attorneys of record for various Plaintiffs herein.

2. The following facts are within my own personal knowledge, except as to those matters stated to be on information and belief, which I believe to be true. If called upon as a witness, I could and would competently testify to these facts.

3. This Motion arises from the childhood sexual abuse Plaintiffs suffered while in Los Angeles County facilities including juvenile detention facilities, foster homes and MacLaren Hall.

4. On October 17, 2025**,** the law firms Arias Sanguinetti Wang & Team LLP, Manly Stewart & Finaldi**,** and Panish Shea Ravipudi LLP reached a global settlement with the County of Los Angeles to resolve 414 claims (the "Group B" Plaintiffs).

5. Under the settlement, and subject to satisfaction or waiver of specified conditions**,** the County agreed to contribute up to $828,000,000.00 (the "Settlement Amount") to **a** Qualified Settlement Fund ("QSF") to facilitate the distribution of settlement proceeds to all participating plaintiffs.

6. The material terms of the settlement are set forth in the Individual Settlement Agreement and Release ("Individual Release"), which expressly requires that a trustee be appointed by order of the Court. To comply with this provision and ensure proper management and distribution of settlement funds, Plaintiffs have selected Simpluris as the proposed QSF Trustee, an independent and neutral Trustee, and seek this Court's approval of its appointment. Plaintiffs have signed or will sign the Individual Release. *Attached as Exhibit 1 is a true and correct copy of the Individual Release*.

7. The QSF is essential to efficiently and equitably administer the settlement. It functions as a statutory trust and centralized vehicle for holding and distributing

settlement proceeds, allowing for coordinated lien resolution, trust establishment, and structured payments while providing significant tax deferral benefits to claimants under 26 U.S.C. § 468B(b)(3).

8. Defendants also benefit from establishment of the QSF, as transferring the settlement funds into the QSF provides an immediate release from liability and satisfies the economic performance requirement under federal tax law. Without a QSF, the parties would face prohibitive administrative obstacles and significant adverse tax consequences that would make implementation of the settlement impracticable.

9. The Individual Release mandates that the County fund the QSF in three installments: (1) $400,000,000 on or before December 1, 2025; (2) $400,000,000 on or before November 30, 2026; and (3) up to $28,000,000 on or before November 30, 2027, depending on the number of executed releases submitted.

10. The proposed QSF satisfies all legal requirements under 26 U.S.C. § 468B and 26 C.F.R. § 1.468B-1: It will be established by Court order, with this Court retaining continuing jurisdiction under Code of Civil Procedure § 664.6; It will be used exclusively to resolve tort claims arising from past acts of sexual abuse; and it will be independently administered by Simpluris, which has no financial or beneficial interest in the fund or relationship to any party. In exchange for these payments, individual claimants will fully and finally release the County from any and all liability related to those acts.

11. **Arias Sanguinetti Wang & Team LLP** is the firm handling the following cases:

<u>LA County CAMP Cases</u>:

23STCV06578 – Jane Doe (D.A.), et al. v. ROE 1 COUNTY, et al.,

23STCV14879 – John Doe (M.H.), et al. v. ROE 1 COUNTY, et al.

23STCV18302 – John Doe 35 (V.W.), et al. v. ROE 1 COUNTY, et al.

23STCV20324 – John Doe 46 (K.M.), et al. v. ROE 1 COUNTY, et al.

23STCV22443 – John Doe 54 (R.L.), et al. v. ROE 1 COUNTY, et al.

23STCV23387 – John Doe 79 (M.A.), et al. v. ROE 1 COUNTY, et al.

24STCV00938 – John Doe 81 (W.G.), et al. v. ROE 1 COUNTY, et al.

24STCV04720 – John Doe 89 (S.H.), et al. v. LOS ANGELES COUNTY, et al.

24STCV15892 – John Doe 111 (B.M.), et al. v. LOS ANGELES COUNTY, et al.

24STCV27538 – Jane Doe 120 (K.S.), et al. v. LOS ANGELES COUNTY, et al.

25STCV12068 – Jane Doe 124 (K.W.), et al. v. LOS ANGELES COUNTY, et al.

25STCV30352 – Jane Doe 137 (K.W.), et al. v. LOS ANGES COUNTY, et al.

22SMCV02861 – John Doe 1 et. al. v ROE 1 COUNTY, et. al.

22CHCV01507 – Jane Doe v ROE COUNTY, et. al.

LA County FOSTER CARE Cases:

23NWCV02617 – Jane Doe v. ROE PERPETRATOR, et al.

MACLAREN HALL Cases:

22PSCV02129 – Jane Roe v. DOE 1, et al.

24PSCV01517 – Jane Doe v. COUNTY OF LOS ANGELES, et al.

12. **Manly Stewart & Finaldi** is the firm handling the following cases:

LA County CAMP Cases

22STCV25986 – Jane HR1-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

22STCV25961 – Jane BP1-B Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

22STCV30938 – Jane HM20-B Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

21STCV16513 – Jane AD52-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

22STCV38898 – Jane DM54-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

22STCV39157 – Jane JJ21-B Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

23STCV07568 – Jane MA22-B Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

23STCV09019 – Jane HA56-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

23STCV13354 – Jane GA69-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

23STCV17603 – Jane RE71-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,

23STCV26170 – Jane AJ79-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
24STCV03299 – Jane CM93-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
24STCV06170 – Jane BJ23-B Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
24STCV09871 – Jane RA101-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
24STCV21206 – Jane NB107-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
25STCV03777 – Jane HT26-B Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
25STCV03776 – Jane BE110-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.,
25STCV04578 – Jane GA114-A Doe, et al. v. COUNTY OF LOS ANGELES, et al.

LA County FOSTER CARE Cases:
22STCV34291 – John HJ Doe, et al. v. COUNTY OF LOS ANGELES, et al.
22STCV40991 – John BG Doe, et al. v. COUNTY OF LOS ANGELES, et al.

13. **Panish Shea Ravipudi LLP** is the firm handling the following cases:

LA County CAMP Cases:
22PSCV02114 – TIMOTHY KUMPE v. DOE COUNTY, et al.,
24STCV13714 – JANE DOE 1 (S.A.), et al. v. COUNTY OF LOS ANGELES, et al.,
25STCV02349 – JANE DOE 4 (S.V.), et al. v. COUNTY OF LOS ANGELES, et al.
25STCV04772 – JANE DOE 6 (P.V.), et al. v. COUNTY OF LOS ANGELES, et al.

MACLAREN HALL Cases:
22STCV40218 – JANE DOE (PSBR) 1 A.A., et al. v. DOE 1, et al.,
24STCV06303 – JOHN DOE (PSBR) 40 D.R. et al. v. DOE 1, et al.,
22PSCV01777 – NAJWA JONES v. DOE COUNTY, et al., and
22STCV35897 – BELINDA CHASE v. DOE COUNTY, et al.

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For these reasons, Plaintiffs respectfully request that the Court grant the Motion to establish the Qualified Settlement Fund and appoint Simpluris as the QSF Trustee to oversee and administer the settlement funds consistent with federal and state law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of November 2025 at Los Angeles, California.

MIKE ARIAS

ARIAS SANGUINETTI WANG & TEAM LLP

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made effective (the "Effective Date") upon the full and complete execution of the Settlement Agreement by all Parties hereto.

1. Parties: The Parties to this Settlement Agreement are

(a) Plaintiffs, who have executed this agreement, allege that the County of Los Angeles ("County") is responsible for Plaintiff's childhood sexual abuse suffered at the hands of County employees and agents when Plaintiffs were in the control, custody, and care of the County, and allege, among other things, that the County failed to take appropriate action to prevent such sexual abuse; and

(b) The County of Los Angeles ("County").

2. Settlement: Plaintiffs are comprised of 414 individuals who have filed a civil case in the Superior Court of the State of California, County of Los Angeles, against the County and various County employees and agents, that include and are related to *Jane BP1-B Doe, et al. v. The County of Los Angeles, et al.*, Lead Case No. 22STCV25961, pending before the Honorable Judge Lawrence P. Riff, J.W. v. Los Angeles County Department of Children and Family Services, et. al., Lead Case No. 21STCV26293, pending before the Honorable Judge Laura Seigle, and Jane Doe 1, et. al. v County of Los Angeles et. al., Lead Case No. 21STCV20949, pending before the Honorable Elaine Lu (collectively, the "Actions").

The Parties wish to resolve the Actions and all of Plaintiffs' related claims which are set forth in the Actions, or could have been set forth in the Actions, without the necessity of further litigation.

This Settlement Agreement is entered into as part of a global settlement and release of all claims against the County pending or related to the Actions brought by Manly Stewart Finaldi APC ("MSF"), Arias Sanguinetti Wang and Team APC ("Arias"), and Panish Shea Ravipudi LLP ("Panish") (collectively "Plaintiffs' Counsel"), which are currently pending, as set forth in Section 2.

3. Consideration for Release: The County agrees to pay $828,000,000 (the "Settlement Amount") to be made in three payments as described in Section 4(c) to resolve all allegations in the Actions in their entireties, representing alleged compensatory damages arising from, or in connection with, claims against the County alleging and/or related to (i) negligence in failing to prevent, among other things, childhood sexual abuse, sexual assault, molestation, and sexual harassment; and (ii) personal physical injury or physical sickness. None of the Settlement Amount is being paid as punitive damages. The Parties agree that the Settlement Amount is in full settlement for all claims released by Plaintiff hereunder and understand that the County and the County Releasees (defined in Section 6 below) will have no further economic obligations to Plaintiffs with regard to matters released in Section 6 herein.

Plaintiffs must execute and submit this Settlement Agreement no later than November 15, 2025. For each individual Plaintiff who does not as of November 15, 2025: (1) have a viable pending claim against County, (2) is not represented by any of the Plaintiffs' Counsel, or (3) who does not otherwise execute this Settlement Agreement, the Settlement Amount will be reduced by $2,000,000.00.

4. Qualified Settlement Fund

(a) Creation of a Qualified Settlement Fund. Plaintiffs' Counsel will establish a Qualified Settlement Fund ("QSF") into which the County will deposit the Settlement Amount, pursuant to § 468B of the Internal Revenue Code of 9186, as amended, and United States Treasury Regulation § 1.468B-1 *et seq.*

(b) QSF Trustee Selection. Plaintiffs' Counsel shall select a duly qualified firm and individual to be appointed as the trustee of the QSF (the "QSF Trustee"). Plaintiffs will then cause to be filed a stipulation in the Actions notifying the Court of the identity of the firm and individual they have selected, requesting an Order pursuant to the terms of this Agreement that such firm be appointed as the QSF Trustee in the Actions and be given authority to establish a QSF, with a duly-qualified and insured banking institution, for the Actions. Plaintiffs will also secure from the QSF Trustee a written and signed agreement to abide and be bound by the terms of this Agreement (the "Early Payment Agreement"). The QSF Trustee's fees and costs shall be paid exclusively from the QSF. The County shall have no role in the selection of the QSF Trustee.

(c) Funding of QSF. The County agrees to fund the QSF in three separate payments according to the following schedule: (1) on or before December 1, 2025, the County shall make a first payment into the QSF in the total amount of Four Hundred Million Dollars ($400,000,000.00) (the "First Payment"), and (2) on or before November 30, 2026, the County shall make a second payment into the QSF, in the total amount of Four Hundred Million Dollars ($400,000,000.00) (the "Second Payment"), and (3) on or before November 30, 2027, the County shall make a third payment into the QSF in an amount to be determined based on the number of executed releases submitted, with a total amount not exceeding Twenty-Eight Million Dollars ($28,000,000.00) (the "Third Payment").

The payment by Defendants into the Qualified Settlement Fund under this Agreement is intended to serve as compensation for alleged childhood sexual abuse and personal physical injury and physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1996.

(d) Distribution of Funds. The QSF Trustee shall have the sole and entire responsibility for distribution of payments from the QSF to Plaintiffs and other payees. QSF Trustee shall indemnify and hold harmless County for any cost, claim, loss or cause of action arising from QSF Trustee's failure to perform its obligations under this Agreement.

5. Allocation of Settlement Amount.

(a) Plaintiffs' Participation in Allocation Process. In consideration of the representations, warranties, and promises recited herein, Plaintiffs agree to participate in a binding process to allocate entitlement to a portion ("Allocated Share") of the QSF established pursuant to this Agreement (the "Allocation Process").

(b) Appointment of Allocator. The Parties agree that Plaintiffs' Counsel shall meet and confer and agree to an independent, third-party neutral to serve as an allocator in the Actions ("Allocator"), to allocate the Settlement Payment amongst the Plaintiffs in the Actions. If requested by the Allocator, the Parties shall request that the Court appoint the Allocator pursuant to the terms of this Agreement. Plaintiffs agree to select an Allocator that is an active California attorney and neutral, i.e. mediator, arbitrator, or other dispute resolution professional, with the requisite qualifications, experience with sexual assault cases, and history as an allocator so as to make him/her an appropriate selection for this task. The Allocator's fees and costs shall be paid exclusively from the QSF. The Parties agree that Plaintiffs' Counsel will inform the County of the Allocator selected, (and request the Court appoint the Allocator, if requested by the Allocator), but that the final decision will be Plaintiffs' alone. Except as provided in this Paragraph, Defendants shall have no right to participate in the process of selecting and appointing the Allocator.

(c) Allocation Protocol. An allocation protocol ("Allocation Protocol") shall be devised and presided over by the Allocator to fairly and reasonably allocate the Settlement Amount amongst Plaintiffs, according to a set of relevant parameters upon which Plaintiffs, through their counsel of record, will have input, but the Allocator will have final say. Allocation shall be based on a reasonable and thorough assessment of the facts of each Plaintiff's case and harm suffered. Plaintiffs, amongst themselves, agree that the Allocator shall determine each individual Plaintiff's allocated share ("Allocated Share") from the QSF. Following applicable law and applying the Allocation Protocol, the Allocator shall determine, in his/her sole discretion, the Allocated Share of the QSF to which each Plaintiff is entitled. The Allocation Protocol shall include a procedure through which any Plaintiff may appeal, if desired, his or her Allocated Share, through a written request to the Allocator within the time and manner provided in the Allocation Protocol. After all individual allocations have been made and any time for appeal established in the Allocation Protocol has expired, the Allocator shall issue a statement indicating that the Allocated Shares for each of the Plaintiffs are final.

(d) Plaintiffs' Fact Sheets. As a condition of being included in this Settlement Agreement, all Plaintiffs must complete and serve a Fact Sheet Response no later than November 15, 2025. Failure of a Plaintiff to do so will result in an Order to Show Cause Re: Dismissal with a cure period of thirty (30) days from notice of obligation to cure. If a Plaintiff fails to cure within the thirty (30) days, the Parties will jointly seek to have that Plaintiff's claims dismissed with prejudice and not included in this Settlement Agreement.

(e) Contested Claims Process and Fraud Prevention. The County may review all claims to ensure the validity of the claim. If the County believes that any Plaintiff's claims are fraudulent, the County by December 15, 2025 will notify Plaintiff's counsel of this belief and the basis for this belief. Counsel will then meet and confer to determine whether a mutually-agreed resolution can be reached. If a mutually-agreed resolution cannot be reached, Plaintiff's counsel will notify the Allocator of the County's position and the basis for the County's position. The Allocator will then conduct a fraud-based review of that Plaintiff's claim. If the Allocator finds the claim to be fraudulent, that Plaintiff will get nothing and their allocated share of the settlement (if any) will be redistributed amongst the other plaintiffs. If the Allocator finds the claim is valid, that Plaintiff will receive their pro-rata share of the settlement.

(f) Disclosure of Allocated Shares. The above notwithstanding, each Allocated Share shall be disclosed to the County. The Allocated Share and all documents related thereto shall remain confidential and subject to the full terms of the Stipulation and Amended Protective Order entered in *Jane BP1-B Doe, et al. v. The County of Los Angeles, et al.*, Los Angeles Superior Court Case No. 22STCV25961 ("Protective Order"), and absent a Court order, shall not be disclosed publicly. In the event, a request for documents or information is made pursuant to the California Public Records Act is made, County will as soon as practical advise Plaintiffs' Counsel of this request, and allow Plaintiff's Counsel to seek court intervention prior to releasing the responsive documents.

(g) Right to Structure. The Plaintiffs shall have the right to work with a structured settlement broker to receive all, or a portion, of their Allocated Share as a structured settlement. Additionally, Plaintiffs' Counsel shall have the right to work with a structured settlement broker to annuitize or structure all or a portion of their fees. Defendants shall have no right to participate in the selection or use of any particular broker, which shall be the sole and exclusive right of the Plaintiffs or Plaintiffs' Counsel choosing such structure. Plaintiffs and Plaintiffs' Counsel shall indemnify and hold harmless the County releasees for any claims related to the structuring of their Allocated Share.

6. No Other Claims: Plaintiffs represent that there are no pending claims, litigation or other proceedings against or contemplated to be brought by him/her/them with respect to, or in any way related to, the matters asserted or that could have been asserted in the Action and the consequences thereof.

7. Mutual Releases:

(a) Plaintiffs' Release. Upon the Effective Date, each Plaintiff, for and on behalf of himself/herself/themself and each of his/her/their respective heirs, estates, predecessors, successors, and assigns, hereby irrevocably and unconditionally waive and release any and all rights and claims, known and unknown, including but not limited to claims made or which could have been made in the Actions, that they may have against the County and each of its successors, assigns, agents, trustees, officers, administrators, current and former employees, faculty and staff, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, trustees, officers, administrators, current and former employees, representatives and attorneys of such agencies, divisions, subsidiaries, and affiliates), and all persons acting by, through, under, or in concert with any of them (the "Defendant Released Parties"), from the beginning of time to the Effective Date.

Plaintiff also expressly waives any rights under Section 1542 of the *Civil Code* of California, which reads:

> **SECTION 1542: 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.

Plaintiff acknowledges that they may hereafter discover facts or interpretation of the law different from, or in addition to, those which they now know or believe to be true. The Parties agree that this Settlement Agreement in its entirety shall be and shall remain effective in all respects notwithstanding such different or additional facts or interpretation of the law and the subsequent discovery of them.

(b) The County's Release. Upon the Effective Date, the County, for and on behalf of itself and all Defendant Released Parties, hereby irrevocably and unconditionally waives and releases any and all rights and claims, known and unknown, including but not limited to claims made or which could have been made in the Actions that they may have against each Plaintiff and each of his/her/their respective heirs, estates, predecessors, successors, representatives, attorneys and assigns, and all persons acting by, through, under, or in concert with any of them (the "Plaintiff Released Parties"), from the beginning of time to the Effective Date.

The County further agrees that, as a condition of this Agreement, the County expressly releases all rights and claims against the Plaintiff Released Parties that they do not know about, as well as those they know about. Thus, consistent with the terms of their general release, The County expressly waive all rights under Section 1542 of the *Civil Code* of California, which reads:

SECTION 1542: 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.

County and Defendant Released Parties acknowledge that they may hereafter discover facts or interpretation of the law different from, or in addition to, those which they now know or believe to be true. The Parties agree that this Settlement Agreement in its entirety shall be and shall remain effective in all respects notwithstanding such different or additional facts or interpretation of the law and the subsequent discovery of them.

8. Limitation on Releases and Indemnification: The release provisions above are not intended by the Parties to apply to claims to enforce this Settlement Agreement.

9. Dismissal: Plaintiffs agree to dismiss with prejudice all claims brought against the County in the Actions, and to file a stipulation of dismissal of the Actions, in their entireties, with prejudice, within ten (10) court days after the final payment is made as outlined in this Agreement.

10. Plaintiffs' Expenses and Liens:

(a) Each and every Plaintiff shall bear his/her own medical expenses, loss of earnings, tax obligations, lien expenses, and all damages or losses of any type whatsoever, without limitation. Each and every Plaintiff warrants that any and all liens against or tax obligations arising from his/her recovery in his/her action will be satisfied by Plaintiff. Each and every Plaintiff agrees that no payments shall be made to him/her from the Qualified Settlement Fund unless and until California Medi-Cal confirms that it will not assert any reimbursement claim or lien with respect to compensation awarded to Plaintiff. Each and every Plaintiff acknowledges that to the extent any lien for Medicare Part A, B, C, and/or D conditional payments is asserted in relation to this Release, Plaintiffs' Counsel or their assigned Medicare lien resolution partner shall be solely responsible for full resolution and satisfaction of any such lien. Plaintiffs' counsel or their assigned Medicare lien resolution partner agrees to make payment directly to Medicare or the appropriate recovery contractor/collector for the final Medicare lien amount. Each and every Plaintiff also agrees that he/she will provide written confirmation from Medicare or its recovery contractor to the County and Defendant Released Parties that the final Medicare lien amount has been fully satisfied. Plaintiffs' Counsel shall be responsible for managing and funding the Medicare lien release process with the input and oversight of the County.

(b) Plaintiffs agree to indemnify and hold harmless the County and Defendant Released Parties for those obligations and/or liens arising from his/her/their claim or recovery. In particular, but without limiting the foregoing, following the Effective Date of this Settlement Agreement, the County and Defendant Released Parties shall have no obligation to pay for, or reimburse, any expenses on behalf of Plaintiffs for any therapy or counseling sessions. It is further understood and agreed that Plaintiffs agree to indemnify, hold harmless, and defend the County and Defendant Released Parties of and from any and all liability, actions, judgments or demands arising from or in any way connected to or with any subrogation claims, liens, or statutory liens (federal or state, specifically including, but not limited to, Medicare Part A, B, C, and/or D liens for conditional payments, Medicaid liens, or any other lien which may be made in the future. Plaintiffs agree to waive any and all potential/future claims against the County and Defendant Released Parties arising out of any state or federal statute relating to medical care payments, including but not limited to any and all potential/future claims against the County and Defendant Released Parties pursuant to The Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b) et seq.

(c) As part of this Release, there may be mandatory reporting obligations under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, 42 U.S.C. § 1395y(b)(8) ("Section 111 Reporting"). Plaintiffs agree to timely provide the County and Defendant Released Parties with any and all information required for compliance with Section 111 Reporting so that the County and Defendant Released Parties, through their Responsible Reporting Entity or designated reporting agent, can ensure the satisfaction of any Section 111 Reporting obligation. Plaintiffs' Counsel, together with their assigned lien resolution partner, shall assist in the collection and transmission of necessary Plaintiff information to ensure the County and Defendant Released Parties can satisfy the Section 111 Reporting obligation. The County and Defendant Released Parties shall provide Plaintiffs' Counsel proper documentation of query submission results and transmission records to coordinate consistent satisfaction of the Medicare requirements under 10(a) herein.

(d) Each and every Plaintiff agrees, on his/her/their behalf and on behalf of his/her/their heirs, executors, administrators, successors and/or assigns, that Plaintiffs are solely responsible to satisfy any and all valid liens (other than the Medicare Parts A & B, C and/or D and Medicaid liens resolved by Plaintiffs' Counsel and/or their assigned Medicare lien resolution partner) that have been asserted and/or which could be or may be asserted for reimbursement by a third party as a result of the claims being resolved pursuant to this Settlement Agreement and that the County has no obligation to resolve the same.

(e) Plaintiffs further warrant and represent that he/she/they will satisfy any and all medical, workers' compensation and legal liens, and future medical expenses, including interest thereon, and shall hold the County and Defendant Released Parties harmless from and indemnify each of them, from any claims by any person, organization, attorney, physician, or entity who enjoy, by virtue of statute or otherwise, any right to a portion of any payment to Plaintiff.

11. Protection of Plaintiff's Identity from Public Disclosure.

The Parties agree not to disclose to any non-party any Plaintiff's true name or identity, or any facts that could lead to the discovery of any Plaintiff's true name or identity (unless such identity was already voluntarily publicly disclosed by that Plaintiff through the course of the litigation through a filing under his/her/their true name), except as expressly permitted by the terms of this Agreement.

Notwithstanding the foregoing, if the County is compelled by a request pursuant to the California Public Records Act, other law, government entity, court order or subpoena to disclose any Plaintiff's true name or identity, or any facts that could lead to the discovery of any Plaintiff's true name or identity, the County shall notify counsel of record for that Plaintiff as soon as practical following the determination of need to disclose, or receipt of the court order or subpoena and prior to the disclosure in question. If the County is required by a government entity, court order, California Public Records Act request, or subpoena to disclose such information in less than five (5) calendar days, the County shall notify counsel of record for that Plaintiff of such an obligation in writing as soon as possible and in sufficient time for that Plaintiff to properly challenge the request should they choose to do so. Nothing in this Paragraph shall be construed as prohibiting any Party from cooperating with any pending criminal investigation or any other related governmental investigations. Finally, the County also may disclose Plaintiffs' identities, the Settlement Amount, and the terms of this General Release Agreement as necessary to its accountants, auditors, taxing authorities, regulators, and attorneys.

12. Successors and Assigns: The Parties hereto further agree that this Settlement Agreement shall be binding upon their successors, assigns, heirs, executors, administrators, spouses, associates, partners, officers, directors, shareholders, servants, agents, attorneys, employees, insurance companies, bonding companies, sureties and affiliates.

13. Authority: The Parties each represent and warrant that they have the sole right and exclusive authority to execute this Settlement Agreement, that they are not restricted in doing so, and that they have not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of any claim or demand relating to any matter covered by this Settlement Agreement.

Each Party further agrees to indemnify the other (and, in the case of Plaintiffs, the County and the Defendant Released Parties) from any and all claims, demands, loss, damage, liability and expense, including costs of suit and reasonable attorneys' fees, resulting from any breach of the representations or warranties contained in this Settlement Agreement.

14. **Advice of Counsel:** Plaintiffs acknowledge that they have been represented by counsel of his/her/their choice leading up to the execution of this Settlement Agreement and that they have read this Settlement Agreement and have had it fully explained to him/her/them by their respective Plaintiffs' Counsel.

15. **Representation by Counsel:** Plaintiffs' Counsel represents and warrants that they have validly obtained, in compliance with all applicable laws and rules of professional conduct, the express and knowing authority of Plaintiffs to enter this Settlement Agreement.

16. **Choice of Law and Forum:** If any action is commenced to enforce or interpret any of the provisions of this Settlement Agreement, the Parties agree that this Settlement Agreement shall be interpreted, enforced and governed by the law of the State of California, exclusive of California law pertaining to conflicts of law. The Parties agree that this Agreement constitutes a written stipulation within the provisions of California *Code of Civil Procedure* section 664.6 and may be enforced pursuant to the terms of that Section. The Los Angeles Superior Court will retain jurisdiction to enforce this Settlement Agreement pursuant to California Code of Civil Procedure section 664.6. The Parties agree that any action to enforce this Settlement Agreement, or any right hereinafter, must be brought in a Court having its situs within the County of Los Angeles, State of California, and no other Court.

17. **No Admission of Liability:** This Settlement Agreement is the resolution of disputed claims and is not an admission of liability on the part of any Party or parties released, which liability is expressly denied.

18. **Attorneys' Fees and Costs:** Each of the Parties shall bear his/her/its own attorneys' fees and costs incurred in connection with the Action. In any action brought to enforce the terms of this Settlement Agreement and general release, the prevailing party shall be entitled to recover its reasonable fees and costs.

19. **Representations and Warranties:** By his/her/its signature to this Settlement Agreement, each and every person or entity represents and warrants:

(a) That he/she/it has the legal competence, capacity, and authority to enter into this Settlement Agreement on his/her/its own behalf, or on behalf of the entity on whose behalf this Settlement Agreement is signed; and

(b) That he/she/it has had the full opportunity to investigate and review the claims and any defenses thereto, and make this agreement and enters into this Settlement Agreement with full knowledge of such investigation and review.

20. **Representation of No Knowledge of Other Actions:** Plaintiffs represent that they are not aware of any other claims arising from or related to childhood sexual abuse they may have against any of the County Releasees.

21. **No Presumption against Drafter:** This Settlement Agreement has been prepared by the combined efforts of all of the Parties and their respective counsel. No presumptions shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Settlement Agreement.

22. **Execution of Counterparts:** This Settlement Agreement may be executed in identical counterparts, which when taken together shall be deemed an original.

23. **Compensation for Injuries**: The payments under this Settlement Agreement are deemed as compensation for childhood sexual abuse and personal injury and physical sickness of Plaintiffs within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The payments under this Settlement Agreement are not intended by the Parties to constitute punitive damages, lost wages, or economic damages, in part or in whole. In this regard, Plaintiffs hereby expressly release and hold the County and Defendant Released Parties harmless from any liability arising from Plaintiffs' expressed intent, characterization, or tax treatment of this Settlement Agreement. Each Plaintiff, for and on behalf of himself/herself, his/her spouse (if any), and his/her successors-in-interest, hereby waives any and all claims or causes of action that may have arisen to date against the County and the Defendant Released Parties for punitive, exemplary, loss of earnings, and/or economic damages of any type arising from, connected with, or in any way relating to the damages or injuries alleged in the Actions.

24. **Full and Final Agreement:** This Settlement Agreement constitutes the full and final agreement between the Parties. This Settlement Agreement specifically supersedes all prior negotiations, representations and/or agreements. By entering into this Settlement Agreement, no Party is relying on any representation or understanding outside of the express written terms of this Settlement Agreement. This Agreement may be amended only by written instrument executed by all of the Parties hereto.

25. **No Benefit to Non-Parties:** Except for the Parties hereto and the Parties released hereto, this Settlement Agreement is not intended to confer any benefit upon any person or entity not a party to it, and no provision herein shall have any such effect.

26. **Materiality**: All Parties expressly acknowledge and agree that each and every term and condition of this Settlement Agreement constitutes a material part of the bargained for consideration which has induced the Parties to enter into this Settlement Agreement.

27. **Prohibition against Oral Waiver**: No waiver of any of the terms of this Settlement Agreement shall be valid unless in writing and signed by the party to be charged thereby.

28. **Remedies in Event of Breach of Agreement**: In the event of a breach of or dispute concerning this Settlement Agreement, all legal and equitable remedies may be employed, including but not limited to temporary restraining orders and preliminary injunctions, the support for which will be based on this Settlement Agreement and declarations or other prima facie proof of a violation of the terms herein. In the event it is necessary to seek legal action to enforce the provisions of this Settlement Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and costs of suit incurred, through and including any appeal thereof.

29. **Amendments**: This Settlement Agreement may not be amended except by an agreement in writing signed by the Party or Parties to be charged or bound by such amendment.

30. **Circular 230 Disclaimer**: Each Party to this Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his or her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by an attorney or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by that Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

The foregoing is agreed to by the signatories hereto on the date immediately adjacent to their signatures, with the understanding that this Settlement Agreement shall only become effective as of the Effective Date.

PLAINTIFF:

Dated: ______________________ ____

Print Name: _______________________________

COUNTY OF LOS ANGELES:

Dated: ______________________

By:_____________________________________

<u>PLAINTIFF'S COUNSEL</u>
(as to paragraph 4, 5, 10, 13, 14 and 15 only):

Dated: ______________________

____
By:
Firm:

Make a Reservation

JANE BP1-B DOE, et al. vs DOE 1, et al.

Case Number: 22STCV25961 Case Type: Civil Unlimited Category: Intentional Conduct - Sexual Abuse Case (in any form)
Date Filed: 2022-08-11 Location: Stanley Mosk Courthouse - Department 1

Reservation

Case Name:
JANE BP1-B DOE, et al. vs DOE 1, et al.

Case Number:
22STCV25961

Type:
Motion for Order (for An Order to Appoint QSF Trustee for Purposes of Effectuating Settlement Agreement for Group B Plaintiffs)

Status:
RESERVED

Filing Party:
Jane BP1-B Doe (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 1

Date/Time:
12/04/2025 8:30 AM

Number of Motions:
1

Reservation ID:
023671457077

Confirmation Code:
CR-TIWRQRA3MJIDGGEAM

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Payment Date:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations

Chat

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

RE: ***JANE BP1-B DOE, et al. v. DOE 1, a governmental entity***
Los Angeles Case No: 22STCV25961

I am employed in the State of California, County of Los Angeles. I am over the age of eighteen and am not a party to the within action; my business address is 6701 Center Drive West, Suite 1400, Los Angeles, California 90045.

On November 11, 2025, I served the foregoing documents described as: **NOTICE OF MOTION AND MOTION FOR ORDER TO APPOINT QSF TRUSTEE FOR PURPOSES OF EFFECTUATING SETTLEMENT AGREEMENT FOR "GROUP B" PLAINTIFFS** on the interested parties in this action by transmitting [ ] the original [X] a true copy thereof as follows:

See Attached Service List

[X] **BY CASE ANYWHERE ELECTRONIC TRANSMISSION:** Pursuant to the Court's Order Authorizing Electronic Service, I provided the document(s) listed above electronically on the CASE ANYWHERE website to the parties on the Service List maintained by on the CASE ANYWHERE website for this case, or on the attached Service List. CASE ANYWHERE is the on-line e-service provider designated in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 11, 2025 at Los Angeles, California.

Danielle Dionora	*/s/ Danielle Dionora*
Type or Print Name	Signature

Case Anywhere Electronic Service List

Case Name: **Jane BP1-B Doe, et al. v. Doe 1, et al.**

Case Info: **22STCV25961 and Related Cases, Los Angeles Superior Court**

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Doe 1, et al. (22STCV25961; 22STCV30938)

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Jane HM20-B Doe (22STCV30938)
Jane HR1-A Doe, et al. (22STCV25986)

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