

## AGREEMENT AND RELEASE

This Agreement and Release (hereinafter referred to as the "Agreement") is made and entered into, by and between Dehesa School District (hereinafter referred to as "Dchesa" or "RESPONDENT") on the one hand, and RICHARD KIPPERMAN, solely in his capacity as Court-appointed receiver in the Action identified and defined under section 1.1. below (hereinafter referred to as "RECEIVER") and the SAN DIEGO COUNTY DISTRICT ATTORNEY ("SAN DIEGO COUNTY DISTRICT ATTORNEY") on behalf of The PEOPLE OF THE STATE OF CALIFORNIA (hereinafter referred to as "PEOPLE") on the other hand. RECEIVER and PEOPLE shall be collectively referred to as "MOVANTS." The parties shall be collectively referred to as "PARTIES" and each of such parties shall be referred to as a "PARTY."

### I. GENERAL RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

#### 1.1 ACTION

There is now pending in the Superior Court of the State of California, County of San Diego ("Court"), Case No. SCD266439, DA No. AEM242, entitled *The People of the State of California v. Sean Joseph McManus, et al.* (hereinafter referred to as the "Action"). Defendants in the Action ("Defendants") were indicted and charged with numerous felonies, together with the aggravated white collar crime enhancement under California Penal Code §§ 186.11(a)(1) and 186.11(a)(2). The Action involves, among other matters, allegations that the Defendants in the Action engaged in a scheme to defraud the State of California and its subdivisions (hereinafter collectively referred to as "STATE") through the operation of 19 charter schools throughout California (collectively "Charter Schools").

#### 1.2 APPOINTMENT OF RECEIVER

As part of the Action, on June 7, 2019, the Court appointed RECEIVER pursuant to California Penal Code §§ 186.11(c) and (f) ("First Receiver Order"). Thereafter, the Court entered subsequent orders related to the appointment of RECEIVER, including, but not limited to, the following:

- a. June 28, 2019 Order Supplementing and Amended Order Appointing Receiver (the "Supplemental Order");
- b. July 15, 2019 Order on Petition Under Penal Code §§ 186.11(d) and (e); Preliminary Injunction; Confirmation and Appointment of Permanent Receiver; and Ancillary Relief ("Order and Injunction");
- c. September 23, 2019 Second Supplemental Order Amending Order Appointing Receiver ("Second Receiver Order");
- d. January 6, 2020 Third Supplemental Order Supplementing and Amending Order Appointing Receiver ("Third Receiver Order");



e. February 10, 2020 Fourth Supplemental Order Supplementing and Amending Order Appointing Receiver ("Fourth Receiver Order"); and

f. May 29, 2020 Fifth Supplemental Order Supplementing and Amending Order Appointing Receiver ("Fifth Receiver Order").

Through the Action, RECEIVER has been authorized by the Court, to take possession, custody and control of all assets of the Charter Schools, including without limitation all of Charter Schools' bank, credit union, brokerage and/or investment accounts, together with all assets in or represented by such accounts and all proceeds, interest and earnings thereon; accounts receivable, accounts, general intangibles, monies, revenue, or other amounts of, or at any time owed to, any of the Charter Schools; and all other personal property of the Charter Schools, among other property. The full extent of RECEIVER's authority is set forth in the Court's orders, including, but not limited to, those orders described above in (a), (b), (c), (d), (e) and (f) above.

### 1.3 DISGORGEMENT PROCEEDING

On February 10, 2020, MOVANTS filed a Joint Motion of Receiver and The People of the State of California For Disgorgement, Turnover and Recovery of Payments and Overpayments to School Districts; and For Setting of Process for Presentation of Evidence on Oversight Fees Received and Actual Costs of Oversight (the "Motion"). The Motion was filed pursuant to California Penal Code § 186.11 and California Civil Code §§ 3439.04, 3439.05, and 3439.07. MOVANTS sought disgorgement of fees paid by the Charter Schools to the following school districts (collectively, "Districts"), which MOVANTS claimed exceeded the limits permitted by Education Code § 47613: Dehesa School District, Trona Joint Unified School District, Bradley Union School District, Cuyama Joint Unified School District, Acton-Agua Dulce Unified School District, and Meridian Elementary School District. Dehesa authorized three of the Charter Schools owned and/or operated by Defendants in the Action, which such Charter Schools are commonly known as Valiant Academy of Southern California, California Academy of Sports Science and University Prep (collectively, "Involved Charters").

A hearing on the legal aspects of the Motion took place on October 22, 2020 and on the same day, the Court issued its ruling, which made certain findings of fact and conclusions of law. The Court also ordered that an evidentiary hearing take place to determine whether the Districts named in the Motion, including Dehesa, collected fees for oversight in excess of the statutory limits imposed by Education Code § 47613. On October 22, 2020, the Court filed its FINDINGS OF FACT AND CONCLUSIONS OF LAW ON JOINT MOTION OF RECEIVER AND THE PEOPLE OF THE STATE OF CALIFORNIA FOR DISGORGEMENT, TURNOVER, AND RECOVERY OF PAYMENTS AND OVERPAYMENTS TO SCHOOL DISTRICTS ("Disgorgement Order") formalizing its rulings at the October 22, 2020 hearing.

### 1.4 PURPOSE

The purpose of this Agreement is to settle and compromise any and all claims for disgorgement that have been raised or could have been raised in the disgorgement proceedings concerning the Motion ("Disgorgement Proceedings") and/or the Action against Dehesa its agents, officers, administrators, current and former employees, principals, attorneys, assigns, successors, predecessors, insurers, affiliates, associates, representatives, members of the Dehesa Governing Board, and any other person or entity (collectively "Dehesa") (but not its indicted former superintendent/employee NANCY CAROLE HAUER) through the Motion or as a result of the



authority granted to RECEIVER in the Action as it relates to fees collected by Dehesa from the Involved Charters.

## **II. SETTLEMENT OBLIGATIONS**

### **2.1 OBLIGATIONS AND AGREEMENTS OF RESPONDENT**

(a) As full and valuable consideration for the settlement of this matter, including full and final resolution of MOVANTS' claims for disgorgement against Dehesa asserted in the Motion related to charges for payment under Education Code § 47613, arising out of its authorization of the Involved Charters and the Action, Dehesa will transfer funds to RECEIVER in the amount of \$68,500.00 ("Funds"). The transfer of Funds will be made in five (5) annual payments as follows:

2022-2023 fiscal year - \$13,700 (Due on or before September 1, 2022)  
2023-2024 fiscal year - \$13,700 (Due on or before September 1, 2023)  
2024-2025 fiscal year - \$13,700 (Due on or before September 1, 2024)  
2025-2026 fiscal year - \$13,700 (Due on or before September 1, 2025)  
2026-2027 fiscal year - \$13,700 (Due on or before September 1, 2026)

Dehesa agrees that RECEIVER may transfer the right to receive the Funds to a third party (including without limitation to STATE) as RECEIVER determines (subject to Court approval). Should RECEIVER seek Court approval to transfer the right to receive funds to a third party; Dehesa will have the opportunity to object as to the third party selected by RECEIVER before the Court takes any action to approve the selection. After notice to Dehesa of any such transfer, assuming Court approval and non-opposition by Dehesa, Dehesa shall thereafter make payment of any remaining Funds due under this Agreement to such transferee ("Transferee"). RECEIVER shall provide notice of any transfer of such rights at least sixty (60) days before the deadline for Dehesa to transfer Funds for that year; provided, failure to do so by RECEIVER shall not invalidate such transfer, nor Dehesa's obligation to make any payment of Funds hereunder, nor give rise to any liability on RECEIVER or Transferee. In the case of lack of notice, Dehesa shall have rights and remedies available to it, under the law, to have the assignment order vacated if need be.

(b) Dehesa hereby acknowledges and agrees that for any existing or new charter school authorized by Dehesa, it will specifically document and invoice all oversight service costs and expenses for each year the applicable charter school is in operation pursuant to Education Code § 47613 (or any successor thereto as discussed in paragraph 2.1 (c) and (d) below).

(c) Dehesa agrees that if the California Legislature amends Education Code § 47613 and materially amends the method for the collection of oversight fees, Dehesa shall still be required to repay RECEIVER (or Transferee, as applicable) the Funds as described in this Agreement. However, Dehesa shall comply with any amended terms of Education Code § 47613 (or successor thereto).

(d) Dehesa hereby acknowledges and agrees that it will only charge any charter school authorized by Dehesa for administrative or other services in addition to oversight fees pursuant to Education Code § 47613, subdivision (d), if those services are actually provided by Dehesa to the charter school separate and distinct from oversight.



(e) Dehesa hereby acknowledges the Disgorgement Order and its terms and agrees that via such order, including the findings and conclusions of law therein, which are incorporated herein by reference and a true and correct copy is attached hereto as Exhibit "A." The Court instructed relevant Districts, including Dehesa, to resolve the issues raised in the Disgorgement Proceedings with the legal standards outlined in the Court's Disgorgement Order. This Agreement and the order of the Court approving this Agreement shall constitute a "consent decree" binding on Dehesa and enforceable by the MOVANTS, or the Court. Dehesa waives its right to rescind this Agreement or the Disgorgement Order, or its right to appeal, seek reconsideration of, collaterally attack or otherwise seek to set aside this Agreement or the Disgorgement Order, except to the extent the Disgorgement Order conflicts with statutory law as amended after the date of this Agreement or any portion of the Disgorgement Order is overturned or modified on appeal by actions of other persons or entities unrelated to Dehesa. However, as stated in subsection 2.1 (c) of this Agreement above, Dehesa shall transfer the Funds as outlined in section 2.1, subsection 2.1 (a), above notwithstanding any change in statutory law or the Disgorgement Order.

(f) Dehesa hereby agrees to not seek a waiver of the "actual costs" language under Education Code § 47613 binding on Dehesa as held in the Disgorgement Order so long as the language "actual costs" remains in the Education Code § 47613 (or successor thereto).

(g) Dehesa agrees that for the duration of the obligations of Dehesa pursuant to this Agreement, Dehesa will abide by and respect the obligations, conditions, guidelines and other written protocols established by Dehesa's comprehensive annual charter oversight model ("Charter Oversight Model"), as provided by Dehesa to RECEIVER and SAN DIEGO COUNTY DISTRICT ATTORNEY during the negotiations leading to this Agreement, except should the California Legislature amend Education Code § 47613 and alter the method for the collection of oversight fees, Dehesa will charge any charter schools operating under its authorization for oversight fees pursuant to the new applicable law in effect at the time. In addition, nothing in this Agreement shall limit or restrict Dehesa's ability to amend or revise its Charter Oversight Model currently in place to address changes in legal requirements applicable to charter schools and chartering authorities, best practices, or other procedural/substantive components intended to improve or streamline Dehesa's oversight of its authorized charter schools.

(h) In consideration of settlement accommodations to Dehesa embodied within the Agreement, Dehesa provided its Charter Oversight Model delivered to the Receiver prior to execution of this Agreement for potential use and distribution by RECEIVER and PEOPLE, subject to final approval and execution of this Agreement, as a sample model for other Districts to adopt and incorporate in regard to this matter. Dehesa's Charter Oversight Model is intended for informational purposes only and is not to be construed as legal advice, nor is it to be construed as the only method available for conducting oversight or for the collection of oversight fees. The content of the Charter Oversight Model and its applicability may differ in individualized circumstances. Receipt and/or use of the Charter Oversight Model shall not create an attorney-client relationship. Dehesa is not responsible for any errors or liabilities that may occur/result via other Districts'/Third Parties' adoption or use of the Charter Oversight Model. Upon the Court's approval of this Agreement, Dehesa will request the Court include in its order words to the effect of the following:

Dehesa's Charter Oversight Model has been provided as a sample model for informational purposes only and is not to be construed as legal advice, nor is it to be construed as the only method available for conducting



oversight or for the collection of oversight fees. The content of the Charter Oversight Model and its applicability may differ in individualized circumstances. Receipt and/or use of the Charter Oversight Model shall not create an attorney-client relationship between Dehesa and any other Third Parties. Dehesa is not responsible for any errors or liabilities that may occur/result via other Districts'/Third Parties' adoption or use of the Charter Oversight Model.

## 2.2 OBLIGATIONS AND AGREEMENTS OF MOVANTS

(a) No Need For Evidentiary Hearing. MOVANTS acknowledge and agree that Dehesa shall not be required to participate in, or submit any evidence in response to, any evidentiary hearing on the Motion regarding the payments received from the Involved Charters pursuant to Education Code § 47613. Promptly after entry into full execution of this Agreement by the PARTIES, including the approval of Dehesa's Governing Board, MOVANTS shall seek approval of this Agreement by the Court. Dehesa acknowledges that this Agreement will be filed with the Court and shall be a part of the public record. Once this Agreement is approved by order of the Court ("Approval Order"), MOVANTS shall notify the Court in the Action that Dehesa is not required to further participate in the Action/Disgorgement Proceedings. Once this Agreement is approved by the Court, MOVANTS shall also dismiss Dehesa from the Action/Disgorgement Proceedings with prejudice, with the Court to reserve jurisdiction to enforce the terms of this Agreement, if need be.

(b) Discharge Of Claims For Disgorgement. Within five (5) calendar days of Dehesa transferring all five (5) payments specified under Section 2.1, subsection (a), of this Agreement, upon written request of Dehesa, RECEIVER or Transferee, as applicable, shall provide written notice to the Court in the Action and Dehesa indicating that Dehesa has transferred all Funds required herein (but only if the Action is still pending).

## 2.3 NO OTHER ACTIONS

MOVANTS covenant and represent that they will not at any time hereafter initiate or reinitiate Disgorgement Proceedings/Action against Dehesa with respect to the matters released under this Agreement. This provision does not prohibit an action for breach of this Agreement.

## 2.4 NO CONFIDENTIALITY

Dehesa, RECEIVER and the PEOPLE understand and acknowledge that in seeking Court approval of this Agreement, this Agreement will be publicly filed with the Court, other pleadings related to such approval will be filed which set forth and give notice of the terms of this Agreement, other parties in interest in the Action will be entitled to review the Agreement and related pleadings, and therefore this Agreement and all related pleadings will be publicly accessible, and



public announcements concerning this Agreement, the settlement, and its terms by any of the Parties hereto are not prohibited or restricted hereby in any way.

### **III.**

#### **COMPROMISE AND RELEASE OF DISPUTED CLAIMS**

##### **3.1 NO PREVAILING PARTY**

None of the PARTIES shall be deemed the prevailing party of this action.

##### **3.2 RELEASE**

Subject to Sections 1.4 and 3.3 of this Agreement, for and in consideration of the obligations above described, MOVANTS, for themselves and on behalf of their respective agents, attorneys, representatives, successors and assigns, forever release and discharge Dehesa and, as applicable, its respective agents, representatives, successors, assigns, customers, employees, officers, administrators, current and former employees, principals, predecessors, insurers, affiliates, associates, representatives, former and current members of Dehesa's Governing Board, directors, attorneys, and parent, subsidiary and affiliated entities, and any other person or entity (BUT SPECIFICALLY EXCLUDING DEFENDANT NANCY CAROLE HAUER), from any and all claims, charges, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, criminal, civil, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement) arising out of the facts and circumstances that are the subject of the Action/Disgorgement Proceedings and this Agreement as it relates to the Involved Charters. Subject to Section 1.4 and 3.3 of this Agreement, for and in consideration of the obligations above described, Dehesa, for itself and on behalf of its agents, attorneys, representatives, successors and assigns, forever releases and discharges MOVANTS, and each of them, and as applicable, each of their respective agents, representatives, successors, assigns, customers, employees, officers, directors, attorneys, and parent, subsidiary and affiliated entities from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement arising out of the facts and circumstances that are the subject of the Action/Disgorgement Proceedings and this Agreement. Without limiting the foregoing, Dehesa acknowledges and agrees that it shall have no claim in the receivership estate in the Action, subject to the following: nothing set forth herein shall serve to disallow or otherwise limit the claim submitted by Dehesa to the Receiver on or about December 9, 2019 (the "Reserved Claim"), which Reserved Claim shall be reviewed in good faith and processed, as appropriate, by the Receiver in the ordinary course of administration of the within Receivership Estate.

#### **CALIFORNIA CIVIL CODE SECTION 1542**

Subject to Sections 1.4 and 3.3 of this Agreement, MOVANTS and Dehesa understand that the releases provided for in this Agreement extend to all claims, whether or not claimed or suspected, up to and including the date of execution hereof which are the subject of the releases set forth in Section 3.2 of this Agreement, and constitute a waiver of each and all of the provisions of California Civil Code section 1542 as applicable thereto, which reads as follows:



**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

MOVANTS and Dehesa hereby acknowledge that the effect and import of this provision has been fully explained and they are aware of its contents and legal effect.

### **3.3 LIMITATION ON SCOPE OF RELEASES**

Nothing set forth in Sections 3.2 and 3.3, of this Agreement or elsewhere in this Agreement shall relieve Dehesa of its obligation to comply with Education Code § 47613 (or its successor thereto) in the future, nor relieve any PARTY from its obligations under this Agreement. Further, nothing in this Agreement shall act as a release of any claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, criminal, civil, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and/or remedies of any nature whatsoever, known or unknown, including, without limitation, the Action or the matters set forth in the Action, against former Dehesa superintendent/employee NANCY CAROLE HAUER (who PARTIES acknowledge is a Defendant in the Action) or any other currently named Defendants in the Action.

## **IV. MISCELLANEOUS PROVISIONS**

### **4.1 ATTORNEY REVIEW**

MOVANTS and Dehesa each represent and agree for itself that each of the PARTIES to this Agreement fully understands its rights to discuss all aspects of this Agreement with its attorneys, that to the extent desired, if at all, the PARTIES availed themselves of this right, the PARTIES have carefully read and fully understand all of the provisions of this Agreement, and the PARTIES are voluntarily entering into this Agreement without duress or undue influence on the part of any person, firm or other entity. The PARTIES further represent and agree that prior to the execution of this Agreement, the PARTIES were notified in writing that each of them should consult an attorney prior to executing this Agreement.

### **4.2 ENTIRE AGREEMENT**

This Agreement contains the sole and entire agreement and understanding of the PARTIES with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party hereto. Other agreements, whether oral or otherwise, not specifically referred to herein shall be deemed to not exist and shall not bind any of the parties hereto.

#### 4.3 UNDUE DELAY

All PARTIES hereto agree, on the demand of the other party hereto, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

#### 4.4 INVALID PROVISION

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

#### 4.5 BINDING

This Agreement shall bind and inure to the benefit of the PARTIES hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

#### 4.6 MODIFICATIONS

Any alteration, change, or modification of or to this Agreement shall be made only by written instrument executed by each PARTY hereto in order to become effective.

#### 4.7 NOTIFICATION

Any notification required or permitted to be sent to Dehesa by MOVANTS or Transferee, as applicable, pursuant to this Agreement, shall be sent to the following:

Dehesa School District  
4612 Dehesa Road  
El Cajon, CA 92019  
Attention: Superintendent  
Email: [bradley.johnson@dehesasd.net](mailto:bradley.johnson@dehesasd.net)

Fagen Friedman & Fulfrost, LLP  
1525 Faraday Avenue, Suite 300  
Carlsbad, CA 92008  
Attention: Leslie R. Lacher, Esq.  
Email: [llacher@f3law.com](mailto:llacher@f3law.com)

#### 4.8 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. A signed copy of this Agreement delivered by facsimile or by emailing a copy in .pdf form shall be treated as an original and shall bind the PARTIES.



#### 4.9 VOLUNTARY EXECUTION

By executing this Agreement, each PARTY represents that it does so freely and voluntarily and that each is fully aware of the contents and effects thereto and that this Agreement is entered into without duress or undue influence on the part of or on behalf of any of the PARTIES, or of any other person, firm or other entity. Each PARTY further warrants that it has the authority to execute and to enter into this Agreement. MOVANTS warrant that they have not assigned any interest in any claim raised by the Motion or the Action to any individual or entity.

#### 4.10 MISCELLANEOUS

This Agreement is entered into, and shall be construed and interpreted, in accordance with the laws of the State of California. All recitals in this Agreement are incorporated herein by reference and made a part hereof. This Agreement shall be construed and interpreted in a neutral manner. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the PARTIES; and no rule of construction or interpretation shall apply against a particular PARTY based on the assumption or contention that the Agreement was drafted by one of the Parties.

#### 4.11 FEES AND COSTS

Each Party to this Agreement shall bear its own costs, expenses and attorneys' fees including, but not limited to, costs, expenses or attorneys' fees arising out of or related to the dispute and its settlement.

#### 4.12 EFFECTIVE DATE

This Agreement shall become effective upon execution by all PARTIES and approval by Dehesa's Governing Board.


[Signatures on next page]

IN WITNESS WHEREOF, the PARTIES and their counsel have executed this Agreement on the date set forth below.

**APPROVED AS TO FORM  
AND CONTENT:**

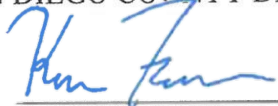
Dated: 1/27/2021

DINSMORE & SHOHL LLP

By:   
Christopher Celentino  
Counsel to the Receiver, Richard Kipperman

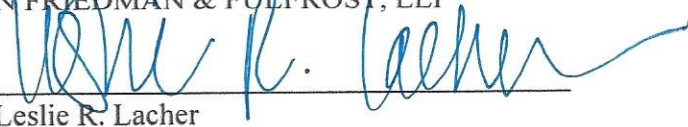
Dated: 1/27/2021

SAN DIEGO COUNTY DISTRICT ATTORNEY

By:   
Summer Stephan  
Leon Schorr  
Kevin Fannan  
San Diego County District Attorney on behalf of the  
People of the State of California

Dated: 1/27/21

FAGEN FRIEDMAN & FULFROST, LLP

By:   
Leslie R. Lacher  
Shiva E. Stein


Attorneys for Dehesa School District

**APPROVED AND  
ACCEPTED:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Kipperman, solely in his capacity as Court-  
appointed Receiver.

Dated: 1/26/21

By:   
Bradley J. Johnson, Superintendent of Dehesa School  
District

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IN WITNESS WHEREOF, the PARTIES and their counsel have executed this Agreement on the date set forth below.

**APPROVED AS TO FORM  
AND CONTENT:**

Dated: 1/27/2021

DINSMORE & SHOHL LLP

By: \_\_\_\_\_  
Christopher Celentino  
Counsel to the Receiver, Richard Kipperman

Dated: \_\_\_\_\_

SAN DIEGO COUNTY DISTRICT ATTORNEY

By: \_\_\_\_\_  
Summer Stephan  
Leon Schorr  
Kevin Fannan  
San Diego County District Attorney on behalf of the  
People of the State of California

Dated: 1/27/21

FAGEN FRIEDMAN & FULFROST, LLP

By: Leslie R. Lacher  
Leslie R. Lacher  
Shiva E. Stein

Attorneys for Dehesa School District

**APPROVED AND  
ACCEPTED:**

Dated: 27 Jan 21

By: Richard Kipperman  
Richard Kipperman, solely in his capacity as Court-  
appointed Receiver.

Dated: 1/26/21

By: Bradley J. Johnson  
Bradley J. Johnson, Superintendent of Dehesa School  
District

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