

SETTLEMENT AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between the Superior Court of California, County of San Diego (the “Court”) and California Federation of Interpreters – The Newspapers Guild/Communications Workers of America, Local 39000 (the “Union” or “CFI”) with respect to the Union’s grievance CFIR4SD1901 (hereafter “the Grievance”) which alleged that the Court violated various provisions of the labor agreement and other policies or procedures, and discriminated against Union members when, after July 31, 2015, Interpreter Carmen Benbrook performed translations on special projects and the court payed her a differential for such services.

The Court and the Union now wish to resolve the matters in dispute without further risk or expense.

NOW, THEREFORE, the parties agree as follows:

1. The Court agrees to pay \$1,000 (one thousand dollars) total to the Union to resolve this grievance, and for all purported losses incurred.

The Court will mail the payment to the Union no later than 30 days after the Union returns the signed final Agreement by email to the Court’s attorney, Monna Radulovich (mradulovich@wprlaw.com). The Union shall be responsible for taxes, if any, on the settlement amount and agrees to defend, hold harmless and indemnify the Court for any taxes, interest or penalties relating to the settlement payment referenced above.

2. The Court agrees that it will not assign CFI interpreter bargaining unit employees to perform written translations on special projects (i.e. those that are not sight translations between two or more other persons) in the future without first notifying the Union and giving it the opportunity to meet and confer.
3. The Union agrees that by executing this Agreement, it withdraws with prejudice the Grievance and its request for arbitration of the Grievance.
4. The parties agree that this Agreement is intended to settle in full all allegations raised in the Grievance.
5. The parties agree that this is a compromise and is not intended by them to be an admission of any wrongdoing or a concession of their respective positions with regard to the interpretation of the labor agreement. The parties further agree that this Agreement shall not serve as a precedent for any other grievance, dispute, or claim in any forum, except that it is a binding resolution of the issues raised in the present grievance

6. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. No other promises, agreements or representations have been made.
7. The parties acknowledge that each has read the Agreement, that each understands and is fully aware of its contents, and that each is voluntarily entering into this Agreement and has had an opportunity to seek legal advice or counsel.
8. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of this Agreement.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

**CALIFORNIA FEDERATION OF
INTERPRETERS – THE NEWSPAPER
GUILD/COMMUNICATIONS
WORKERS OF AMERICA, LOCAL
39000**

By: LBell
LYN BELL
Director of Human Resources

By: Michael C. Ferreira
MICHAEL FERREIRA
President

Dated: 1/22/20

Dated: January 9, 2020