



September 25, 2025

Joe Harn
El Dorado County
Auditor/Controller Department
360 Fair Lane
Placerville, CA 95667

RE: Funds needed from Index Code# 80310317; \$1,750,000.00

Dear Joe Harn,

Please release funds from index code # 80310317, in the amount of \$1,750,000.00, as outlined in page three (3) of the settlement agreement between Sherri R. Matthews, Successor Trustee of the Thomas Austin 2023 Revocable Trust and Helen Austin and El Dorado Hills Community Services District.

Payment has been made as dictated by the agreement and was received by plaintiff's attorneys on September 23, 2025.

The District would like the requested funds wired to our account at Five Star Bank at your earliest convenience. Wire instructions are as follows:

Five Star Bank
6810 Five Star Boulevard
Rocklin, CA 95677

Bank Account # 3508471
Routing # 121143037

Should you have any questions in regards to this wire transfer please contact me at (916) 614-3217. Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Teri L. Gotro", is written over a light blue horizontal line.

Teri L. Gotro
Director of Administration & Finance

Attachment:

- (1) Fully Executed Settlement Agreement Dated 9/3/2025
- (2) Payment Documentation
- (3) UPS Tracking Information for Receipt of Payment

SETTLEMENT AGREEMENT

AND

RELEASE IN FULL OF ALL CLAIMS AND RIGHTS

I

PARTIES

THIS SETTLEMENT AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS AND RIGHTS (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date, as set forth herein, by and between (1) Sheri R. Matthews, Successor Trustee of The Thomas Austin 2023 Revocable Trust and HELEN AUSTIN (hereinafter collectively referred to as "Plaintiffs") on the one hand, and (2) EL DORADO HILLS COMMUNITY SERVICES DISTRICT, a California public agency ("CSD") on the other hand, (each singularly a "Party" and collectively Plaintiffs and CSD are hereinafter referred to as the "Parties"), with reference to the following:

II

RECITALS

WHEREAS, on December 2, 2015, Plaintiffs filed a civil action in the El Dorado County Superior Court, titled Thomas Austin and Helen Austin v. County of El Dorado, et al., bearing case number PC20150633 (the "Lawsuit"), making claims against various defendants, including through subsequent amendments Defendant CSD, arising out of Plaintiffs' claim that the defendants in the Lawsuit failed to comply with the Mitigation Fee Act (Gov. Code § 66000, et seq.) and in particular the defendants' alleged failure to comply with Government Code section 66001, subd. (d)(1) by not making timely 5-year findings.

WHEREAS, on April 18, 2024, the Court issued its Ruling on Submitted Matter; i.e., the Court's decision, in part, on the merits of the Lawsuit, finding in favor of Plaintiffs that the defendants, including CSD, did not make timely 5-year findings as required by Government Code section 66001, subd. (d)(1), which requires refunds of collected impact fees as a consequence.

WHEREAS, Defendant CSD denies the material allegations against it in the Lawsuit and claims that it is not liable to Plaintiffs and is not required to make refunds of impact fees collected on its behalf.

WHEREAS, on April 18, 2025, the Court ordered Sheri R. Matthews, Successor Trustee of The Thomas Austin 2023 Revocable Trust, substituted for Thomas Austin as a plaintiff in the Lawsuit.

WHEREAS, the Court in the Lawsuit issued its final decision, on April 7, 2025, and on June 6, 2025, CSD filed a Protective Notice of Appeal.

WHEREAS, the Parties hereto desire to settle their respective rights and liabilities arising out of or in connection with the above-entitled action and the underlying facts in connection with the Lawsuit in order to avoid the substantial expense, uncertainty and inconvenience of further litigation. In order to effectuate such a settlement, the Parties have agreed to equitably resolve the Lawsuit in accordance with this Agreement.

III

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the terms and provisions contained herein, the Parties hereto agree as follows:

1. Consideration. Defendant CSD agrees to pay the total sum of Five Million Two Hundred Fifty Thousand Dollars and no cents (\$5,250,000.00) as the total settlement amount herein to be paid as follows:
 - (a) CSD agrees to issue refunds from its Park Fee Fund of collected impact fees in the sum of Three Million Four Hundred Sixty-Five Thousand Dollars and no cents (\$3,465,000) to the "current record owner or owners of the lots or units, as identified on the last equalized assessment roll, of the [Park Fee Fund] development project or projects on a prorated basis" who paid impact fees for the CSD Park Fee Fund during the time period of December 2, 2014 through June 28, 2016. CSD may refund the collected impact fees during that time period "by direct payment, by providing a temporary suspension of fees, or by any other reasonable means," pursuant to Government Code section 66001, subd. (e), within seven (7) months of the Effective Date of this Agreement or such other additional time as the County and Plaintiffs shall agree upon;
 - (b) CSD agrees to pay attorneys' fees and costs in the sum of One Million Seven Hundred Fifty Thousand Dollars and no cents (\$1,750,000) to Plaintiffs' attorneys within 30 days of the Effective Date of this Agreement payable as follows: "Kuzyk Law, LLP" which check is to be delivered to Kuzyk Law, LLP, Attn: Elizabeth Hamby, 1700 W. Avenue K, Suite 101, Lancaster, CA 93534, unless the Parties mutually agree to alternative payment procedures such as the wiring of the subject funds;

- (c) CSD agrees to pay to Plaintiffs the sum of \$35,000 payable to ""Kuzyk Law, LLP" to be delivered to Kuzyk Law, LLP concurrently with the check as stated in the preceding subsection (b) unless the Parties mutually agree to alternative payment procedures;
- (d) If the payments stated above in subsections (b) and (c) are not received by August 31, 2025, then commencing September 1st, interest will accrue on the unpaid amounts at the rate of seven percent (7%) per annum until payment is received by the offices of Kuzyk Law, LLP; and
- (e) To effectuate payment, Plaintiffs agree to provide the CSD with applicable W-9 forms upon request.

2. Request for Dismissal. Plaintiffs agree to execute and shall cause to be filed a Request for Dismissal, with prejudice, of the Lawsuit as to Defendant CSD only, and provide counsel for Defendant CSD with a conformed copy of same. The Request for Dismissal shall be filed within fifteen (15) days of CSD's completion of payment of the refund amount as stated in Section 1.(a), hereinabove and so long as CSD has also timely complied with Sections 1.(b) and 1.(c), hereinabove. CSD will request dismissal/abandonment of its appeal in this matter within ten (10) days of the Effective Date.

3. Plaintiffs' Release.

Except for the executory provisions of this Agreement set forth in Section 1, hereinabove, or as specifically excluded herein, Plaintiffs for themselves both individually and collectively, their agents, representatives, heirs, successors and assigns, do hereby release and discharge CSD and its respective officers, directors, board members, administrators, attorneys, contractors, agents and employees, both past and present (collectively, "CSD Released Parties"), of and from any and all claims relating to

or arising out of or asserted in the Lawsuit including, without limitation, any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liens, liabilities, attorney's fees, and demands of whatsoever nature, all of which are hereinafter called "Released Claims."

The Parties specifically agree and understand that Plaintiffs' releases herein do not include the release of any other party in the Lawsuit, including without limitation, The County of El Dorado ("County") and El Dorado Hills County Water District, also known as El Dorado Hills Fire Department ("EDH Fire").

The Released Claims include any and all claims arising out of the subject matter of the Lawsuit or which could have been alleged or sought in connection with the Lawsuit against the CSD Released Parties.

Each of the Parties acknowledges and agrees that the Released Claims include all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected and further acknowledge that they may hereafter discover facts different from or in addition to, those which they now know, or believe to be true with respect to the Released Claims. Nevertheless, the Parties agree that the foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof, and Plaintiffs therefore further hereby expressly waive any and all rights provided in California Civil Code section 1542 which provides 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."

4. Representation by Counsel. The Parties hereto affirmatively represent that they have had an opportunity to be represented, and have been represented, throughout by attorneys at law of their own choosing. The Parties further represent that they have read this Agreement, understand the terms used herein, and the consequences thereof, including but not limited to the Release and the provisions of Section 1542 as set forth herein. The Parties have voluntarily accepted the terms stated herein for the express purpose of making a full and final compromise and settlement of the Lawsuit by and between each of the Parties.

5. Binding on Successors. This Agreement shall inure to the benefit of and shall bind the Parties hereto and their respective representatives, heirs, executors, administrators, successors, assigns, family, partners, trustees, employers, employees, officers, directors, shareholders, agents, board members and attorneys. Again, the Parties agree that this Agreement does not inure to the benefit of or bind in any way the County or EDH Fire. This Agreement shall become binding and effective upon ratification of the governing board of the CSD, and upon full execution by the CSD and each of the Plaintiffs which shall be the "Effective Date." This Agreement shall be presented to the Board at its meeting on July 10, 2025, and if approved, it will become effective and shall be executed by the CSD within 5 business days of the County agreeing to process the refund as set forth in section 1(a) herein. If not approved at the July 10, 2025, Board meeting, then Plaintiffs shall have the right to terminate this Agreement upon three days' written notice.

6. Further Documentation. Each of the Parties hereto shall do all acts and execute all documents necessary or convenient to effectuate the terms and provisions of this Agreement. Time is of the essence as to the provisions set forth herein.

7. Warranty of Authority. Each individual signing this Agreement on behalf of any entity, government entity or district represents and warrants that he or she has the right, power, legal capacity and authority to enter into and perform each of the obligations specified under this Agreement, and that no further approval or consent of any person, board of directors or entities is necessary for them to enter into and perform each of the obligations under this Agreement, other than the Board approval referenced in section 5, above. CSD further represents that its Board of Directors has already reviewed and approved the essential terms of this settlement with Plaintiffs.

8. Final Agreement. This Agreement supersedes all prior negotiations and understandings of any kind with respect to the subject matter hereof, and contains all of the terms and provisions of agreement between the Parties hereto with respect to the subject matter hereof. There are no oral representations, understandings, statements or stipulations of any kind or character made by any of the Parties bearing upon the effect of this Agreement to induce execution of this Agreement, or otherwise, which have not been incorporated herein.

9. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California, excepting choice of law provisions. If any civil action is filed to enforce or interpret any of the terms or provisions of this Agreement, or otherwise, the Parties agree that the appropriate venue shall be a state court of competent jurisdiction located in the County of El Dorado, State of California.

10. Severability Provision. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law.

The invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

11. Limitations. Execution of this Agreement does not constitute evidence of and shall not be construed to be an admission of liability and/or wrongdoing by any Party hereto. Rather, this is the settlement of a doubtful or disputed claim or claims and all Parties expressly deny any liability. This Agreement is entered into between the Parties hereto for the sole benefit of the individuals and entities specified or named herein and is not for the benefit of any other party, person or entity, and no other party in the Lawsuit (including the County and EDH Fire) shall be entitled to receive, enforce or rely upon the within document or the terms of settlement described herein. This Agreement is not intended to create, or does create, any agency or third party beneficiary status, except as set forth in Section 16 below.

12. Court Retains Jurisdiction. The Parties jointly agree that the Court retain jurisdiction of this matter pursuant to Code of Civil Procedure section 664.6, before and after dismissal of the Lawsuit, to enforce the terms of this Agreement. It is the Parties' intention that this Agreement is made to comply with the rulings held in Wackeen v. Malis (2002) 97 Cal.App. 4th 429 and Hagan Engineering v. Mills (2004) 115 Cal.App.4th 1004, so that the Court may retain jurisdiction even after dismissal of the Lawsuit.

13. Warranty of Non-Assignment. The Parties hereto represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, limited liability company, limited or general partnership, or corporation, whatsoever any claim, debt, liability, demand, obligation, cost, expense, action or causes of action covered by this Agreement, and each Party acknowledges and

agrees that this warranty and representation is an essential and material term of this Agreement without which none of the consideration received in connection herewith would have been made or delivered. The foregoing warranty and representation shall survive the delivery of this Agreement, and each of the Parties hereto shall indemnify and hold the others harmless from any claims, demands or actions which have been assigned or transferred, or purported to have been assigned or transferred, in violation of the foregoing representation and warranty.

14. No Other Action. Each Party, respectively, has not commenced or prosecuted and will not commence or prosecute or aid any other action or proceeding for recovery of damages or for any other form of action against any Party based upon the claims released in this Agreement except as required by applicable state or federal law. This Agreement shall constitute a judicial bar to the institution of any such action or assignment thereof.

15. Attorneys' Fees. In the event of any controversy, claim or dispute in connection with the terms or conditions of this Agreement, the prevailing Party shall be entitled to recover all costs incurred (including, but not limited to, reasonable attorneys' fees) by the prevailing party in connection therewith, whether or not suit is filed and whether or not any such suit proceeds to judgment, including attorneys' fees incurred in the enforcement of this Agreement, an arbitration award or judgment.

16. Third-Party Beneficiary Rights of Plaintiffs' Counsel. The Parties acknowledge and agree that counsel for Plaintiffs, Kuzyk Law, LLP and Dordick Law Corporation, are intended third-party beneficiaries of this Agreement solely with respect to the obligations set forth herein for the payment of attorney's fees and costs. As such, Kuzyk Law, LLP and Dordick Law Corporation shall have the independent and direct right

to enforce the payment obligations related to attorney's fees and costs as provided in this Agreement, including the right to seek relief in a court of competent jurisdiction.

17. Modification. This Agreement may be modified only by a subsequent document in writing, signed by the Party to be charged thereunder.

18. Waiver. No waiver by any Party of any breach of any term or provision of this Agreement shall be construed to be, nor be a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the Party to be charged or held bound.

19. Joint Drafting of this Agreement. This Agreement has been jointly negotiated and drafted by counsel for the Parties herein. The language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

20. No Prevailing Party. It is understood by the Parties that this Agreement, and the settlement and releases referred to herein, are not intended as, nor has the effect of, entitling any Party to prevailing party status in connection with any matter or claim covered by this Agreement. The Parties agree to waive and release any claim for costs, attorneys' fees, interest, and expenses, against any other Party except as set forth in Section 1.(b), above.

21. Entire Agreement. This Agreement is an integrated contract and constitutes the entire contract and supersedes all prior negotiations, representations, agreements or understandings between the Parties or their counsel pertaining to the subject matter of this Agreement.

22. California Public Records Act. The Parties acknowledge that the CSD is subject to the California Public Records Act ("CPRA"), Government Code section 7920,

et seq., and that this Agreement constitutes a public record of a type that is generally required to be disclosed upon request. Notwithstanding that this Agreement is subject to the CPRA, the Parties agree that the wire instructions may be maintained confidentially and any account numbers or other financial information produced in redacted form.

23. Counterparts. This Agreement may be executed in counterparts and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and all counterparts taken together will constitute one and the same Agreement, which will be binding and effective as to all Parties as of the Effective Date as defined herein. Signatures transmitted by facsimile or electronic means, including via DocuSign, shall be binding, but the Parties shall provide an original signature upon request.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

Date: 9.3.25

Plaintiffs:


Sheri R. Matthews, Successor Trustee of The
Thomas Austin 2023 Revocable Trust

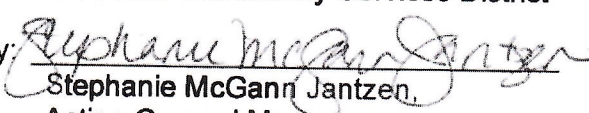
Date: 9.3.25


Sheri R. Matthews as Special Administrator
of the Estate of Helen Merlene Austin

CSD:

El Dorado Hills Community Services District

Date: July 21, 2025

By: 
Stephanie McGann Jantzen,
Acting General Manager

APPROVED AS TO FORM ONLY:

KUZYK LAW, LLP

By: /s/ Reid Breitman
Reid Breitman, Esq.
Attorneys for Plaintiffs
THOMAS and HELEN AUSTIN

DORDICK LAW CORPORATION

By: 
Mark J. Leonardo, Esq.
Attorneys for Plaintiffs
THOMAS and HELEN AUSTIN

KRONICK MOSKOVITZ TIEDEMANN & GIRARD

By: 
William T. Chisum, Esq.
Attorneys for Defendant
EL DORADO HILLS COMMUNITY
SERVICES DISTRICT



El Dorado Hills CSD
1021 Harvard Way
El Dorado Hills, CA 95762

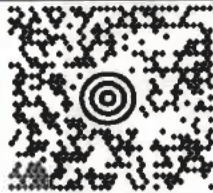
EL DORADO HILLS CSD
9168254804
1021 HARVARD WY
EL DORADO HILLS CA 95762

1 LBS

1 OF 1

DWT: 12,9,1

SHIP TO:
KUZYK LAW, LLP
SUITE 101
1700 W AVE K
LANCASTER CA 93534

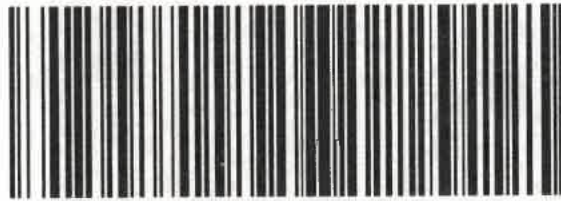


CA 934 4-11



UPS GROUND

TRACKING #: 1Z 6H1 6RT 42 0001 8415



BILLING: P/P
SIGNATURE REQUIRED

Reference #1: Austin Case



XOL 25.08.07 NV45 38.0A 09/2025*



EL DORADO HILLS
COMMUNITY SERVICES DISTRICT

**EL DORADO HILLS
COMMUNITY SERVICES DISTRICT**

1021 HARVARD WAY
EL DORADO HILLS, CA 95762
(916) 933-6624

Five Star Bank

070130798

Pay ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND XX / 100

Date Amount
9/18/2025 \$1,750,000.00

To the order of

Kuzyk Law, LLP
1700 West Avenue K, Suite 101
Lancaster, CA 93534



Stephane J. J. J.

⑈070130798⑈ ⑆121143037⑆

EL DORADO HILLS COMMUNITY SERVICES DISTRICT

Check Date: 09/18/2025
Check Amount: 1,750,000.00

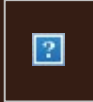
Vendor No: 4542
Vendor Name: Kuzyk Law, LLP
Vendor Acct No:

070130798

Invoice Number	Date	Description	Amount
Atty Fees&Costs	09/17/2025	Austin Attorney Fees & Costs per terms of settlement	1,750,000.00

From: [UPS](#)
To: [Cara Layne](#)
Subject: [*EXTERNAL*] UPS Delivery Notification, Tracking Number 1Z6H16RT4200018415
Date: Tuesday, September 23, 2025 11:40:17 AM

You don't often get email from pkginfo@ups.com. [Learn why this is important](#)



Hello, your package has been delivered.

Delivery Date: Tuesday, 09/23/2025

Delivery Time: 11:38 AM

Left At: RECEIVER

Signed by: SHARON

EL DORADO HILLS CSD

Tracking Number: [1Z6H16RT4200018415](#)

Ship To: KUZYK LAW, LLP
1700 W AVE K
SUITE 101
LANCASTER, CA 93534
US

Number of Packages: 1

UPS Service: UPS Ground

Package Weight: 0.1 LBS

Reference Number: AUSTIN CASE

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