

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement (the “Agreement”) is made by any between MATTHEW CRUM (“Plaintiff” or “CRUM”) on the one hand, and NORTHERN VALLEY CATHOLIC SOCIAL SERVICE. INC. (“Defendant” or “NVCSS”) on the other hand. Plaintiff and Defendant are referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, on January 29, 2021, Plaintiff filed a representative action seeking civil penalties under PAGA against Defendant styled as *Crum v. Northern Valley Catholic Social Service. Inc.*, Shasta County Superior Court Case No. 196541 (“PAGA Action”). In the PAGA Action, Plaintiff alleges causes of action for: (1) failure to provide meal periods in violation of Labor Code section 512; (2) failure to provide rest breaks in violation of Labor Code section 226.7; (3) failure to provide complete and accurate wage statements in violation of Labor Code section 226; (4) failure to pay overtime wages, failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; and (7) failure to reimburse business expenses;

WHEREAS, Defendant denies and disputes any and all of the alleged claims in the PAGA Action, or those that could have been individually asserted by Plaintiff as a result of Plaintiff’s employment;

WHEREAS, on November 11, 2022, the Parties participated in mediation with Amy Hogue, Esq. With the assistance of Ms. Hogue, the Parties agreed to fully and finally resolve the PAGA Action and any individual claims that Plaintiff could have individually brought;

WHEREAS, the Parties have entered into a separate agreement regarding the PAGA claims asserted in the PAGA Action (“PAGA Settlement”);

WHEREAS, the PAGA Settlement does not encompass all claims which Plaintiff could have individually brought as a result of Plaintiff’s employment, any relationship between Plaintiff and Defendant, and/or generally arising out of or in connection with Plaintiff’s employment and the cessation thereof (“Individual Action”);

WHEREAS, the Parties through this Agreement desire to resolve the Individual Action and all remaining possible claims Plaintiff could have individually asserted as a result of Plaintiff’s employment, and/or generally arising out of or in connection with Plaintiff’s employment and the cessation thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. **Settlement Payment.** In consideration for Plaintiff’s execution of this Agreement and the undertakings set forth herein and for no other reason, Defendant shall pay the gross total

sum of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (hereinafter the “Settlement Payment”) as follows:

- a. A payroll check payable to “Matthew Crum” in the gross amount of Three Thousand Dollars and Zero Cents (\$3,000.00), less applicable withholdings, which shall be sent within twenty (20) days of the Effective Date, as defined below. Defendant shall issue an IRS Form W-2 to Plaintiff with respect to this payment;
- b. A check for the sum of Twenty Seven Thousand Dollars and Zero Cents (\$27,000.00) payable to “Matthew Crum” which shall be sent within twenty (20) days of the Effective Date, as defined below. Defendant shall issue an IRS Form 1099 to Plaintiff with respect to this payment; and
- c. The checks with respect to the Settlement Payment shall be delivered to Plaintiff’s counsel at Work Lawyers, PC, 22939 Hawthorne Blvd. Suite 202, Torrance, CA 90505.

2. Specific Mutual Waivers and Releases. In exchange for the consideration described in Paragraph 1, Plaintiff irrevocably and unconditionally waives, releases, and forever discharges Defendant and its owners, predecessors, successors, all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, and parents, and collectively, their respective former, current and future members, owners, directors, officers, insurers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, and trustees (collectively, “Defendant Releasees”) from any and all claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys’ fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever, asserted in or that could have been asserted against any of Defendant Releasees in the Individual Action. Likewise, Defendant irrevocably and unconditionally waives, releases, and forever discharges Plaintiff and his agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, and trustees (collectively, “Plaintiff Releasees”) from any and all claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys’ fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever, asserted in or that could have been asserted against any of the Plaintiff Releasees in the Individual Action.

3. Release of Claims. In consideration for the Settlement Payment referenced in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Plaintiff hereby irrevocably and unconditionally releases, acquits and forever discharges Defendant Releasees or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,

demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, all claims arising from or relating to Plaintiff's employment with Defendant, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendant's right to hire, refuse to hire or terminate its employees, or any federal, state or local court of law or equity or other governmental statute, regulation or ordinance which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Defendant Releasees arising at any time up to and including, the date that Plaintiff signs this Agreement (collective "Claims"). The Claims covered by this release include, without limitation, all Claims for discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition, marital status and any other protected characteristic, including all Claims arising under: (1) Title VII of the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("ADEA"); (4) the California Fair Employment and Housing Act; (5) Section 503 of the Rehabilitation Act of 1973; (6) the Americans with Disabilities Act; (7) the Fair Labor Standards Act (including the Equal Pay Act); (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; and; (11) the California Wage Orders.

4. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant or the Releasees of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of his rights, including any violation of common law, statute, or contract.

5. Tax Consequences of Settlement Payment. Defendant's share of the payroll taxes shall not be paid from the Settlement Payment and shall remain the sole responsibility of Defendant. Plaintiff understands and agrees that Defendant will report the payment of the Settlement Payment to the appropriate taxing authorities. Plaintiff understands and agrees that he is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement and the Settlement Payment above. Plaintiff acknowledges that no representations regarding the tax consequences of the Settlement Payment have been made by Defendant, its counsel or his counsel. Plaintiff understands and agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from the Settlement Payment pursuant to this Agreement, that Plaintiff shall be solely responsible for Plaintiff's personal tax liability, including any penalties, assessments or interest, related to Plaintiff's receipt of the Settlement Payment.

6. Waiver of Section 1542. In granting the release herein, the Parties understand that this Agreement includes a release of all claims known or unknown. In giving this release, which includes claims which may be unknown to the Parties at present, each Party acknowledges that they have read and understand Section 1542 of the California Civil Code 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.

The Parties agree to waive their rights under Section 1542 of the California Civil Code. The Parties acknowledge that they are assuming the risk that the facts may turn out to be different from what they believe them to be and agree that the release in this Agreement shall be in all respects effective and not subject to termination or rescission because of such mistaken belief.

7. Confidentiality of Agreement. The Parties represent and agree that they shall keep the terms and amount of this Agreement completely confidential, and that they will not hereafter disclose any such information other than the fact that an agreement has been reached concerning this Agreement to anyone, including, but not limited to, friends, colleagues, employees (current or former) of Defendant, acquaintances, or the media; provided, however, that the Parties may make such disclosure to their attorneys, accountants, auditors, spouses, and tax preparers all of whom will be informed of and agree to be bound by this confidentiality clause, or other such disclosures as may be required by law. Notwithstanding the preceding prohibitions of this paragraph, Defendant may disclose the terms of this Agreement to its employees and agents to the extent necessary or appropriate for the operation of its business.

8. Liquidated Damages. The Parties acknowledge that a breach by them of any of the covenants set forth in Paragraph 7 of this Agreement will cause substantial harm to either Party, including but not limited to, the cost of prosecuting any claims and lawsuits against the breaching party. The Parties also acknowledge that it is impossible for such harm to be calculated with any degree of certainty. Therefore, the Parties agree that any proven breach by either Party of the obligations under Paragraph 7 of this Agreement shall entitle the non-breaching party to liquidated damages in the sum of One Thousand Dollars (\$1,000.00) plus recovery of their court costs and reasonable attorneys' fees for each proven breach. The Parties agree that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of Paragraph 7 of this Agreement would be difficult to ascertain.

9. Non-Disparagement/Neutral Reference. The Parties agree not to, at any time in the future, in any way disparage one another or any of the Plaintiff or Defendant Releasees, verbally or in writing, or make any statements to the press or to third parties that may be derogatory or detrimental to the Parties or Plaintiff or Defendant Releasees' name or business reputation. If any inquiries are made to Defendant's Human Resources department or any officer or director of Defendant as to Plaintiff's employment, Defendant agrees to provide only Plaintiff's dates of employment and job title, and to confirm that Defendant's policy is to limit disclosure in this manner. Nothing in this paragraph shall preclude either Party from responding truthfully to inquiries made in connection with any legal or governmental proceeding pursuant to subpoena or other legal process.

10. No Assignment of Claims. Plaintiff represents and warrants that no person other than Plaintiff is authorized or entitled to assert any claim based on or arising out of or in relation to Plaintiff's employment with Defendant, including but not limited to, any and all claims for

attorneys' fees or damages, resulting from or based upon, or seeking relief on account of, any act or omission by Defendant that may have occurred or failed to occur prior to the Effective Date of this Agreement. Plaintiff warrants and agrees that Plaintiff has not assigned and shall never assign any such claims to any other person or entity.

11. Effective Date. The Effective Date of this Agreement is the date the PAGA Settlement is approved by the Court.

12. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

13. Severability. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

14. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement.

15. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

16. Enforceability. The Parties agree that the Shasta County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6.

17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

WHEREBY, the Parties have duly executed this Agreement as of the dates below:

Dated: 5/3/2023, 2023

DocuSigned by:
Matthew Crum
9CDCBFDC43FE446...

MATTHEW CRUM, Plaintiff

Dated: _____, 2023

NORTHERN VALLEY CATHOLIC
SOCIAL SERVICE, LLC,
Defendant

By: _____
Title: _____

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement (“Settlement”) is made and entered into between MATTHEW CRUM (acting in a private attorney general capacity) (“Plaintiff” or “Crum”) and NORTHERN VALLEY CATHOLIC SOCIAL SERVICE. INC., (“Defendant” or “NVCSS”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “PAGA Action” means the matter entitled *Matthew Crum v. Northern Valley Catholic Social Service. Inc.*, Shasta County Superior Court Case No. 196541, and as set forth in Crum’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letters”) dated September 3, 2020.

2. “Aggrieved Employees” consist of all nonexempt former and current employees of Defendant from August 25, 2020 until the date that the Court approves this Settlement. The number of Aggrieved Employees, including Crum, is estimated to be three hundred twelve (312) and the number of pay periods from January 19, 2020 through November 11, 2022 is estimated to be eight thousand two hundred sixty five (8,265).

3. “PAGA Complaint” means the Representative Action Complaint entitled *Matthew Crum v. Northern Valley Catholic Social Service. Inc.*, Alameda County Superior Court Case No. 196541, filed on January 19, 2021.

4. “Court” means the Superior Court of California for the County of Shasta.

5. “Effective Date” means the date of entry of an Order by the Court approving the Settlement.

6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Settlement” means the settlement of the PAGA Action as memorialized in this Agreement.

9. “Maximum Settlement Amount” is the non-reversionary sum of Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00), which represents the total amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment to the Settlement Administrator, and payment of Crum’s attorneys’ fees and costs.

10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Settlement Amount: (a) Crum’s attorneys’ fees up to 33.3% of the Maximum Settlement Amount, currently estimated at Ninety Thousand Dollars and Zero Cents (\$90,000.00);

(b) Crum's attorneys' costs up to \$15,000.00; (c) the cost of a claims administrator, estimated to be Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Period" means the time period from January 19, 2020 until the date the Court approves this Settlement.

13. "PAGA Released Claims" means any and all claims under PAGA that are pled in the PAGA Action, or which could have been pled under the PAGA Action based on the factual allegations in the PAGA Complaint and LWDA Letter that arose during the PAGA Period.

14. "Parties" means Crum and NVCSS.

15. "Crum's Counsel" means Justin Lo and May T. To of Work Lawyers, PC.

16. "Defendant" or "NVCSS" means Northern Valley Catholic Social Service. Inc.

17. "Defendant's counsel" means Mark Vegh Esq. of Reese, Smalley, Wiseman & Schweitzer.

II. RECITALS

1. On September 3, 2020, Crum provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in the PAGA Action.

2. On January 19, 2021, Crum and his counsel filed the PAGA Complaint. In his PAGA Complaint, Crum alleges causes of action for: (1) failure to provide meal periods in violation of Labor Code section 512; (2) failure to provide rest breaks in violation of Labor Code section 226.7; (3) failure to provide complete and accurate wage statements in violation of Labor Code section 226; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to timely pay wages during employment; (7) failure to pay all wages due to discharged and quitting employees; and (8) failure to reimburse business expenses.

3. The Parties have conducted a thorough investigation into the facts of the PAGA Action. This included exchanging extensive data and information as well as documents relating to the underlying alleged violations.

4. On November 11, 2022, the Parties participated in mediation with Hon. Amy D. Hogue (Ret.) With the assistance of Judge Hogue, the Parties agreed to fully and finally resolve the PAGA Action as to Crum and the Aggrieved Employees.

III. **OPERATIVE TERMS OF THE SETTLEMENT AGREEMENT**

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Crum that his claims do not have merit or by Defendant of any liability or wrongdoing as to Crum, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Funding of Maximum Settlement Amount.** Defendant shall pay Two Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00), as the non-reversionary Maximum Settlement Amount. Defendant will not pay more than the Maximum Settlement Amount. The Maximum Settlement Amount shall be deposited in an interest-bearing account set up by the Settlement Administrator and funded within fifteen (15) days of the Effective Date.

3. **Escalator Clause.** As stated above, Defendant represents that the number of relevant pay periods from January 19, 2020 through November 11, 2022, based on review of records, is estimated to be 8,265. If the actual number of relevant pay periods increases by ten percent (10%) or more, Defendant shall either (1) increase the Maximum Settlement Amount on a proportional basis, or (2) back the PAGA release date up to where the pay periods are 10% or less. In the event the number of pay periods worked increases by more than 10%, or 9,092 pay periods worked, and Defendant elects to increase the Maximum Settlement Amount on a proportional basis, then the Maximum Settlement Amount shall be increased proportionally by the pay periods in excess of 8,265 multiplied by the pay period value. The pay periods value shall be calculated by dividing the Maximum Settlement Amount by 8,265. The Parties agree that the pay period value equals \$32.68 per pay period (\$270,000 / 8,265 pay periods). Thus, for example, should there be 9,901 pay periods in the Period, then the Maximum Settlement Amount shall be increased by \$53,464.48 (9,901 pay periods – 8,265 pay periods x \$32.68/pay period.)

4. **Crum's Attorneys' Fees and Costs.** Defendant will not oppose Crum's request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount and costs incurred in prosecuting this PAGA Action, up to \$15,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Crum may appeal an order granting less than the full amount sought for attorneys' fees and costs). Defendant will report these payments on IRS Form 1099 issued to Crum's Counsel.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be designated as "2699 Civil Penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

6. **Representative PAGA Release.** In his capacity as a private attorney general or "aggrieved employee" acting on behalf of himself, the State of California and Aggrieved Employees, Crum hereby releases Defendant and its respective heirs, executors, administrators,

successors, assignees, parents, subsidiaries and related entities, owners, officers, directors, shareholders, employees, agents, servants, representatives, independent contractors, members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees (collectively “Releasees”) from any and all of the PAGA Released Claims that arose during the PAGA Period.

7. **PAGA Released Claims.** Crum agrees that upon entry of an Order approving the Settlement, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, Crum and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

8. **Covenants and Representations by Crum and Crum’s Counsel.**

a. Crum represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Crum acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily. Crum further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Confidentiality.** Except as provided below, and excepting to the extent necessary to effectuate the Settlement or as required by court or legal process, Crum and Crum’s Counsel will keep the terms of this Settlement confidential. Neither Crum nor Crum’s Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or through any social media or otherwise publicize the Settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Crum’s Counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the PAGA Payment, as required by Labor Code § 2698, *et seq.*, Crum’s Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties’ request for Court approval of the Settlement, per Lab. Code § 2699(1)(2).

10. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court’s decision is materially modified or reversed, or if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

11. **Judgment.** As part of the Motion to approve the Settlement, Crum shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Crum and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree that Phoenix Settlement Administrators will manage the administration of this Settlement (“Settlement Administrator”).

2. **Provision of Information for Aggrieved Employees.** Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked, and Social Security numbers. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period.

Within ten (10) business days of the Effective Date, Defendant will circulate the spreadsheet to the Settlement Administrator for purposes of calculating Individual PAGA Payments and mailing.

3. **Explanatory Letter and Individual PAGA Payments.** The Settlement Administrator will include copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail. The explanatory letter and Individual PAGA Payments will be mailed to Aggrieved Employees by the Settlement Administrator as soon as practicable after the Effective Date and after receipt of a spreadsheet from the Defendant with sufficient information to allow payments to be made.

The amount to be received by each Aggrieved Employee, will be based on the formula set forth in Section III.5., *supra*. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom it will pay Individual PAGA Payments through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the California Department of Industrial

Relations – Unclaimed Wage Fund in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within thirty (30) business days of the Effective Date, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of 2699 Civil Penalties to the LWDA and (2) Court-approved attorneys' fees and costs to Crum's Counsel.

6. **Accounting.** Within five (5) business days after mailing the Individual PAGA Payments and the additional payments to the LWDA and the Settlement Administrator, the Settlement Administrator will provide an accounting under oath to Crum's Counsel and to Defendant's counsel of the amounts paid from the Settlement.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Crum nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Crum nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement and the PAGA Action, except as specifically set forth in Section V.15.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation relating to the subject of this Settlement not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and

the Parties will be returned to their original respective positions.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

8. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement is subject to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or

remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 5/3/2023, 2023

MATTHEW CRUM

By: 
Matthew Crum

Dated: _____, 2023

**NORTHERN VALLEY CATHOLIC SOCIAL
SERVICE INC.**

By: _____
Its: _____

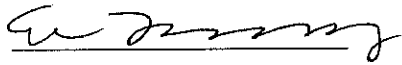
Dated: 5/3/2023, 2023

MATTHEW CRUM

By: Matthew Crum
DocuSigned by:
Matthew Crum
9CDBCBFDC43FE446...

Dated: 5/4/2023, 2023

**NORTHERN VALLEY CATHOLIC SOCIAL
SERVICE INC.**

By: 
Its: _____