

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Paul Hinton ("Employee") and Crawford & Co. Productions, Inc., a California corporation ("Employer"). Employee and Employer shall be collectively referred to as the "Parties", or anyone generally in the singular shall be referred to as "Party."

A. RECITALS

WHEREAS, on July 6, 2022, Employee filed a putative class action and PAGA representative action complaint against Employer and Zach Crawford (misidentified as Zack Crawford) alleging causes of action for violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 226(a and b), 226.7, 432, 510, 512(a), 515, 1194, 1197, 1197.1, 1198, and 1198.5 and Business and Professions Code section 17200 (the "Action");

WHEREAS, Employer and Mr. Crawford deny and continue to deny all allegations in the Claims; and

WHEREAS, the Parties wish to permanently resolve all disputes that exist or may exist between them in the future arising out of Employee's employment and Employee's separation from that employment.

NOW, THEREFORE, for and in consideration of the promises and undertakings described below, the Parties agree as follows.

B. THE AGREEMENT

1. Settlement Payment: As full and valuable consideration for the settlement of this matter, including all claims against Employer and Mr. Crawford, Employer shall pay Employee a total settlement amount of \$50,000 (the "Settlement Sum"). The Settlement Sum will be provided to Employee's counsel, Harris & Ruble, payable in two checks as follows:

(A) Within thirty (30) days following Employer's receipt of notice of the complete dismissal of the Action, with prejudice as to Employee, Employer shall issue one (1) check made payable to Employee in the amount of \$128,520 as W-2 income;

(B) Within thirty (30) days following Employer's receipt of notice of the complete dismissal of the Action, with prejudice as to Employee, Employer shall issue one (1) check made payable to the Harris & Ruble Client Trust Account in the amount of \$49,871.48 for liquidated damages, penalties, interest, attorneys' fees and costs. Employer will issue a 1099 [MISC] to Harris & Ruble for this payment.

Harris & Ruble shall provide Employer with a signed W-9 form at least ten (10) days prior to the date these payments are due. If Harris & Ruble fails to meet this deadline, the due date for every payment shall be extended by the same number of days beyond this deadline as it takes for Harris & Ruble to provide the executed W-9 form.

Employee acknowledges that he was advised to consult with a tax advisor prior to executing this Agreement, that he has had the opportunity to receive and, to the extent desired, has received independent professional advice from his own tax advisor prior to executing this Agreement, and that he is fully responsible for any tax consequences that may result from receiving the payments set forth herein and having entered into this Agreement including, but not limited to, any federal, state or local tax payments or penalties pursuant to the Internal Revenue Code or any other tax law or regulation. Employee agrees to hold harmless Employer for any tax consequences arising from or related to the Settlement Sum.

2. Wages Paid, Expenses Reimbursed. Employee represents and warrants that he has reported or claimed damages for all hours worked and necessary expenditures and losses incurred as of the date of the signing of this Agreement and that, upon receipt of the Settlement Sum provided in paragraph 1, Employee will have been paid, or have received, all wages and reimbursements to which Employee is entitled, and that no other wages or reimbursements are due to Employee.

3. Binding Agreement/Consequence of Breach. The Parties agree that this Agreement and all releases contained herein are binding upon and shall inure to the benefit of the Parties, as well as their respective agents, representatives, heirs, predecessors, assignees, successors, immediate family members, trusts (including all trusts for which Zach Crawford is trustee and all beneficiaries thereof), and executors. In the event of a breach of this Agreement, including but not limited to Employer's failure to timely pay the Settlement Sum, or in the event any dispute between or among the Parties should result in litigation, the prevailing party is entitled to reasonable costs and attorneys' fees incurred in obtaining compliance with this agreement. Further, the Parties agree that Employee may file or present this Settlement Agreement as evidence in any future proceeding brought for the purpose of enforcing or interpreting this Settlement Agreement, notwithstanding any confidentiality provisions of this agreement and notwithstanding the provisions of California Evidence Code § 1119.

4. Employee's General Release. Employee hereby fully and forever releases, waives, discharges, and promises not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against Zach Crawford, the TEAM Companies, LLC, Employer, as well as their respective employees, owners, shareholders, directors, members, managers, attorneys, insurers, subsidiaries, parents, affiliates, agents, representatives, heirs, predecessors, assignees, successors, immediate family members, trusts, and executors, with respect to any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether or not now known or ascertained, which currently do or may exist, including without limitation any matter, cause, or claim arising out of or related to facts or events occurring prior to the execution of this Agreement, and/or arising from or relating to Employee's employment or Employee's separation therefrom, including, but not limited to, any claims for breach of contract, breach of the covenant of good faith and fair dealing, assault, infliction of emotional distress, misrepresentation, invasion of privacy, malicious prosecution, wrongful termination, violations of public policy, any claims under Title VII of the Civil Rights Act, under the Age Discrimination in Employment Act, under the Americans with Disabilities Act, under the Family and

Medical Leave Act, under the Immigration Reform and Control Act and the Immigration and Naturalization Act, under the California Fair Employment and Housing Act, under the California Labor Code, under the Unruh Act, under the California Code of Civil Procedure, as these statutes may have been amended from time to time, and any other statutory or common law claims relating to Employee's employment or Employee's separation. This release is not intended to affect, and does not affect, a release of any claims that may not be waived pursuant to statute or other applicable law.

5. ADEA/OWBPA Release. Employee understands and agrees that this Agreement constitutes a knowing and voluntary waiver and release of Employee's rights and claims under the Age Discrimination in Employment Act ("ADEA") and pursuant to the Older Employee Benefit Protection Act ("OWBPA"). Employee acknowledges that the consideration for this waiver is in addition to any other payment to which Employee may be entitled. Employee further understands and agrees that this waiver does not include any rights or claims that may arise after the Parties execute this Agreement.

Employee acknowledges that this Agreement is written in a manner designed to be clearly understood by Employee, and that Employee has read it carefully and understands its terms. Employee acknowledges that Employee has been advised and is aware of Employee's right to consult with an attorney of Employee's choice prior to signing this Agreement. Employee further acknowledges that Employee is aware that Employee has twenty-one (21) days during which to consider the provisions of this ADEA/OWBPA release, although Employee may sign and return it sooner.

Employee acknowledges that Employee has the right to revoke this Agreement for a period of seven (7) days after signing it. Accordingly, this Agreement shall not become effective or enforceable until the eighth day following Employee's execution of this Agreement.

To revoke this Agreement, Employee must provide a written and e-mail notice of revocation to Matt Oster, Esq. of Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP, 11400 West Olympic Boulevard, 9th Floor, Los Angeles, CA 90064, moster@wrslawyers.com within seven (7) days of signing this Agreement.

6. Waiver – Civil Code Section 1542. The Parties understand and agree that the release provisions set forth above apply to claims known and presently unknown, and that this means that if they hereafter discover facts different from or in addition to those which they now know or believe to be true, that all of the releases, waivers, discharges, and promises not to sue or otherwise institute legal action shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such facts. Accordingly, each Party hereby agrees that they fully and forever waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the Civil Code of the State of California which states 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.

7. No Prior Assignments, Complaints. Employee warrants and represents that Employee has not heretofore complained to any third party including, but not limited to, any local, state, or federal agency, about any released matter or any part or portion thereof. Employee also warrants and represents that he has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and Employee shall defend, indemnify and hold harmless the released parties from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

8. No Admission. The Parties hereby acknowledge, recognize, and understand that nothing contained in this Agreement shall constitute, be construed or be treated as an admission of liability or wrongdoing by Employer.

9. Attorney's Fees and Expenses. All parties shall bear their own attorney fees and costs with respect to reaching this Agreement. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover all costs and attorneys' fees.

10. Governing Law and Jurisdiction and Venue. The Parties hereby agree that California law shall govern the construction, interpretation, and enforcement of this Agreement without giving effect to the principles of conflict of laws. Venue for any action regarding this Agreement shall be in the Los Angeles County Superior Court.

11. Severability. The Parties hereby agree that, if any provision, or portion thereof, of this Agreement shall for any reason be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of the Agreement shall not be affected thereby and shall be enforced as if the invalid provision or portion thereof were not a part of this Agreement. Should any provision or portion thereof be held unenforceable for any reason, then such provision or portion thereof shall be enforced to the maximum extent permitted by law. Nothing in this Paragraph or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies the Parties may have by virtue of this Agreement or otherwise.

12. Entire Agreement. The Parties agree that this Agreement contains the entire agreement between the parties. The Parties further agree that no promises or representations were or are made which do not appear written in this Agreement, that neither is relying on any representation or promise that does not appear in this Agreement, and that, if any of the facts or matters upon which they now rely in making this Agreement hereafter prove to be otherwise, this Agreement will nonetheless remain in full force and effect. The Parties agree that any prior Agreements between them are hereafter null and void. This Agreement may not be modified in any manner except by a writing duly executed by the Parties.

13. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

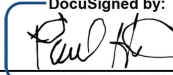
14. Representation of Counsel. The Parties represent that they have been represented in negotiations for the preparation of this Agreement by counsel of their own choosing.

15. Counterpart and Facsimile Signatures. The Parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document. The Parties also agree that a facsimile, .pdf or scanned copy of the signed Agreement shall have the same force and effect as an original signed Agreement.

THE PARTIES INTEND THIS AGREEMENT TO BE BINDING. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH HEREIN, THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS THEY HAVE HAD, MIGHT HAVE HAD OR MIGHT NOW HAVE AGAINST THE OTHER.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date indicated below.

Dated: 9/29/2022

DocuSigned by:

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Paul Hinton, Employee

Dated: 09 / 23 / 2022

Zach Crawford
Zach Crawford for Crawford & Co. Productions,
Inc, Employer