

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into by and between PLAINTIFF CYNTHIA MACIAS (“MACIAS” or “PLAINTIFF”) on the one hand, and DEFENDANT 1736 FAMILY CRISIS CENTER (“1736 FCC”) and various non-signatory releasees (collectively hereinafter “1736 FCC PARTIES”), on the other hand, and is effective upon execution; and

RECITALS

WHEREAS, on March 8, 2023, MACIAS filed a class action complaint in the Orange County Superior Court alleging causes of action for (1) Recovery of Unpaid Minimum Wages and Liquidated Damages (2) Recovery of Unpaid Overtime Wages (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof (4) Failure to Provide Rest periods or Compensation in Lieu Thereof (5) Failure to Furnish Accurate Itemized Wage Statements (6) Failure to Timely Pay All Wages Due Upon Separation of Employment (7) Failure to Reimburse Business Expenses and (8) Unfair Competition against Defendants 1736 Family Crisis Center, a California Nonprofit Corporation; and Does 1 to 100, Inclusive, and on June 7, 2023, Plaintiff filed a first amended complaint adding a ninth cause of action for violation of the Private Attorneys General Act (PAGA), Case Number 30-2023-01311143-CU-OE-CXC (hereinafter the “Action”);

WHEREAS, PLAINTIFF has reached an agreement with the 1736 FCC PARTIES pursuant to which (i) all disputes between PLAINTIFF individually and the 1736 FCC PARTIES are fully resolved;

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OPERATIVE AGREEMENTS

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the sufficiency of which is hereby acknowledged, covenant and agree as follows:

No Admission of Liability

1. This Agreement and compliance with this Agreement shall not be construed as an admission by the 1736 FCC PARTIES of any liability whatsoever, or as an admission by the 1736 FCC PARTIES of the violation of the rights of PLAINTIFF or any other person ever employed by any of the 1736 FCC PARTIES, or as an admission of the violation of any order, law, statute, duty or contractual obligation whatsoever with respect to PLAINTIFF or any other person. 1736 FCC PARTIES specifically deny and disclaim any liability to PLAINTIFF or any other person for any alleged violation of the rights of PLAINTIFF or any other person, or for any alleged violation of any order, law, statute, duty or contractual obligation on the part of 1736 FCC PARTIES and their respective employees, agents and related entities.

Consideration

2. 1736 FCC agrees to cause payment of the sum of Thirty Thousand Dollars (\$30,000) to PLAINTIFF (the "Settlement Amount") by two checks. The first check will be \$20,000 payable to "Crosner Legal, PC Client Trust Account" for attorneys' fees and costs in connection with the Action. The second check will be \$10,000 payable to PLAINTIFF for her release of claims. Both checks shall be held in trust by 1736 FCC's counsel and released to PLAINTIFF's counsel ten (10) business days after notification of the Court's approval under Rule 3.770 of the dismissal without prejudice of the PAGA and class claims.

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PLAINTIFF shall be solely responsible for satisfying any liens on the settlement proceeds. PLAINTIFF agrees to defend, indemnify, and hold the 1736 FCC PARTIES and its counsel harmless with respect to any claims to the settlement proceeds by any attorneys, consultants, experts, or any other individual or entity.

3. In return for the Settlement Amount, PLAINTIFF agrees to dismiss the class and PAGA claims without prejudice and dismiss her individual claims with prejudice. PLAINTIFF will file all documents necessary to comply with California Rule of Court 3.770(a). This Agreement is conditioned on the Court's approval under Rule 3.770 of the dismissal without prejudice of the PAGA and class claims.

4. No payments shall be due until 30 days after the later of the following: (i) counsel for the 1736 FCC PARTIES' receipt of the following: (a) a copy of this Agreement that is signed and dated by PLAINTIFF; (b) a duly-executed and completed IRS Form W-9 for PLAINTIFF and a W-9 for her counsel for the Consideration paid to her pursuant to this Agreement; Items (a)-(b) must be delivered to counsel for the 1736 FCC PARTIES, Joel Glaser, Esq., SKANE MILLS, 550 South Hope Street, Suite 410, Los Angeles, California 90071. PLAINTIFF's settlement and release is intended to be full and complete and to release all of their individual claims that in any way relate to her employment by the 1736 FCC PARTIES.

Tax Liability

5. PLAINTIFF acknowledges and agrees that 1736 FCC PARTIES have made no representations to her regarding the tax consequences of the monies received by her pursuant to this Agreement. 1736 FCC PARTIES will cause to be issued 1099 Forms with respect to the

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settlement payments as required by law, as there is no admission that the 1736 FCC PARTIES owe PLAINTIFF any monies for unpaid wages, penalties, interest or are subject to any claims by PLAINTIFF under the California Labor Code or Fair Employment and Housing Act. PLAINTIFF agrees to pay federal and state taxes, if any, which are required by law to be paid with respect to this settlement. PLAINTIFF further agrees to indemnify and hold the 1736 FCC PARTIES harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against the 1736 FCC PARTIES for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal, state or local tax laws, and any costs, expenses or damages sustained by the 1736 FCC PARTIES by reason of any such claims, including any amounts paid by the 1736 FCC PARTIES as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

No Other Claims

6. PLAINTIFF represents and warrants that, with the exception of the Action, she has not filed any complaints, claims or actions against the 1736 FCC PARTIES and/or their respective officers, agents, directors, supervisors, employees or representatives with any state, federal, or local agency or court and that they will not do so at any time hereafter for any matter, claim, or any incident, known or unknown, occurring up to and including the date of the dismissal of the Action. Nothing in this Agreement shall preclude PLAINTIFF from filing a charge with or participating in an investigation before any federal state or local agency, including without limitation, the U.S. Equal Employment Opportunity Commission. However, PLAINTIFF agrees and hereby waives any and all rights to any monetary relief or other personal recovery from any such charge, including costs and attorneys' fees.

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General Release and Civil Code §1542 Waiver

7. PLAINTIFF agrees that all rights under Section 1542 of the Civil Code of the State of California are hereby waived by her. Section 1542 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.

8. In addition to waiving the provisions of Section 1542 of the Civil Code of the State of California, PLAINTIFF for herself and her present and former agents, attorneys, successors and assigns and any other person or entity claiming by, through or under her, does hereby irrevocably and unconditionally release, remise, acquit, and forever discharge 1736 FAMILY CRISIS CENTER, its executive staff and all their present and past insurers, ERISA plan administrator(s), affiliates, subsidiaries, parents, officers, directors and shareholders, agents, attorneys, current and former employees, successors and assigns, and any other person or entity claiming by, through or under any of them (collectively the "RELEASEES"), of and from any and all claims, demands, damages, causes of action, debts, liabilities, covenants, or suits, direct or indirect, known or unknown, that PLAINTIFF may have or claim to have against the 1736 FCC PARTIES and/or the RELEASEES, including, without limitation, 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 action arising out of or related to facts or events occurring prior to the execution of this Agreement, and/or arising from and relating to PLAINTIFF's employment with the 1736 FCC PARTIES,

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PLAINTIFF's hiring and payment of wages therefore, and/or resignation therefrom, including, but not limited to all claims and causes of action set forth in the Action, and including, but not limited to, those claims arising under any federal, state or local law or statute, including without limitation those arising under the Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, Family and Medical Leave Act, Worker Adjustment and Retraining Notification Act, California Labor Code, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Worker Adjustment and Retraining Notification Act, Labor Code §132a of California Workers' Compensation Act, California Family Rights Act, California Constitution (all as amended); federal and state wage and hour laws, laws of contract and tort; all Actions for discrimination, harassment, retaliation, wrongful termination, emotional distress, defamation, libel, slander, invasion of privacy, or unfair business practices; any Action for recovery of lost wages (including front pay and back pay), benefits, other employment compensation, misrepresentation, fraud, emotional distress, medical expenses, other economic and non-economic damages, penalties, liquidated damages, compensatory damages, punitive damages, injunctive relief, reinstatement, attorneys' fees, costs, expenses and any other statutory or common law claims relating to employment or the recruitment therefore or the termination thereof, as well as recovery of any other type arising under federal, state or local law.

9. It is understood and agreed by and between PLAINTIFF and 1736 FCC PARTIES (collectively the "Parties") that the facts and assumptions in respect of which this Agreement is made may hereafter prove to be other than or different from the facts and assumptions now

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known or made by any of them, or believed by any of them to be true. Each of the parties expressly accepts and assumes the risk of the facts and assumptions proving to be different, and each of the Parties agrees that all the terms and conditions of this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts or assumptions.

10. PLAINTIFF represents and acknowledges that in executing this Agreement she does not rely and has not relied upon any representations or statement made by the 1736 FCC PARTIES or by any of the 1736 FCC PARTIES' agents, attorneys or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this Agreement.

Confidentiality

11. As a material consideration of the parties entering into this Agreement, PLAINTIFF agrees that she will not, without compulsion of legal process, disclose to any third party any of the terms of this Agreement, including the amount referred to herein, either by specific dollar amounts or by number of "figures" or otherwise, nor shall they disclose the fact of the payment of said dollar amount, except that she may disclose such information to her spouse/partner and she may disclose such information to her attorneys, accountants or other professional advisors to whom disclosure is necessary to effect the purposes for which she consulted such professional advisor(s). PLAINTIFF agrees that in connection with any disclosure permitted hereunder, she shall cause such third party to whom disclosure has been made to agree to comply with this covenant of confidentiality and non-disclosure. PLAINTIFF hereby understands that she may only disclose to a third party, other than his spouse/partner,

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attorneys, accountants or other professional advisors, that “the matter has been amicably resolved” or words to that effect conditioned upon PLAINTIFF’s agreement not to communicate or imply to anyone that the Action was settled. Any other comments related to the resolution of the Action will constitute a breach of this confidentiality agreement. Each violation of this paragraph shall entitle the 1736 FCC Parties to recover from PLAINTIFF the greater of \$1,000 or actual damages, but in no event shall the total recovery exceed \$5,000.00. A prevailing party enforcing this provision shall be entitled to an award of attorneys’ fees and costs as permitted by law. Without otherwise limiting the foregoing, PLAINTIFF’s lawyers are authorized to disclose the Settlement Amount as provided in California Rule of Court 3.770(a).

Covenant Not to Sue

12. PLAINTIFF agrees not to file, participate in, or encourage the filing of any representative, collective or class litigation involving any of the entities or persons released in paragraph 7 and 8 of this Agreement. PLAINTIFF affirms that the Settlement Amount is intended to fully compensate her for a release of claims for unpaid wages and penalties, and as a result of the settlement she is not an aggrieved person within the meaning of Labor Code § 2699(c). PLAINTIFF understands and confirms that this is a material representation upon which 1736 FCC is relying in agreeing to pay the Settlement Amount.

No Assistance

13. PLAINTIFF agrees not to voluntarily assist or provide information to any third person in connection with any claim or suit against 1736 FCC. Nothing herein shall prevent PLAINTIFF from truthfully testifying in response to a subpoena.

General Terms and Conditions

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14. This Agreement shall be binding on and inure to the benefit of the Parties, their respective officers, directors, shareholders, agents, attorneys, employees, successors and assigns. PLAINTIFF expressly warrants that she has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement. This Agreement shall be governed by and construed according to the laws of the State of California.

15. If any provision of this Agreement or application to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

16. All parties shall bear her or its own costs and attorneys' fees in the Action. PLAINTIFF and 1736 FCC PARTIES agree that they will not make application for attorneys' fees and/or costs incurred in connection with the Action and that any and all claims for costs and attorneys' fees incurred in connection with the Action are hereby waived. However, in the event of any litigation arising out of the breach of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses.

17. This Agreement is the entire agreement between PLAINTIFF and 1736 FCC PARTIES with respect to the subject matter hereof, and no alteration, amendment, modification or interpretation hereof shall be binding unless in writing and signed by all Parties.

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18. This Agreement may be executed in two or more counterparts and/or by facsimile signature, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

19. Nothing in this Settlement Agreement in any way extinguishes or otherwise resolves and/or settles the matters PLAINTIFF has pending with the Worker's Compensation Appeals Board.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the dates indicated below.

05 / 13 / 2025

Dated: May __, 2025

By: 
CYNTHIA MACIAS

Dated: May __, 2025

1736 FAMILY CRISIS CENTER

By: _____
RONALD C. TROUPE
PRESIDENT OF THE BOARD OF DIRECTORS

APPROVED AS TO FORM

Dated: May 13, 2025

CROSNER LEGAL, PC

By: 
Brandon Brouillette, Esq.
Attorney For Plaintiff

Dated: May __, 2025

SKANE MILLS LLP

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By: _____
Heather Mills, Esq.
Joel Glaser, Esq.
Attorneys for Defendant

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