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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

JENNIFER CRUMLEY, an Individual, Plaintiff, v. SECURITYSCORECARD, INC., a New York Corporation, Defendant.	Case No.: 3:24-cv-02037-L-AHG **DECLARATION OF AARON M. OLSEN IN SUPPORT OF JOINT STIPULATION AND MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT** (Assigned to The Honorable M. James Lorenz) Complaint Filed: October 30, 2024 Trial date: Not set.

I, Aaron M. Olsen, declare as follows:

1. I am an attorney licensed to practice before the courts of the State of California. I am a partner at the law firm of Haeggquist & Eck, LLP, and I am counsel of record for Plaintiff Jennifer Crumley ("Ms. Crumley" or "Plaintiff") in the above-entitled action against Defendant SecurityScorecard Inc. ("SSC" or "Defendant") (together, "the "Parties).

2. I submit this declaration in support of the Parties' Joint Motion and Stipulation for Court Approval of PAGA Settlement. I could and would testify competently to the facts contained in this Declaration.

3. On October 29, 2024, the undersigned submitted a written notice to the LWDA under Labor Code §2699.3 (the "PAGA Notice"), on behalf of Crumley and all current and former Sales Directors who worked for SSC in California, of Crumley's intent to seek civil penalties under PAGA for SSC's alleged violations of Labor Code §§2699 *et seq.*, 201, 204, 218, 219, 223, 432.5, 925, and 1197.5(a).

4. The Parties conducted extensive, comprehensive written discovery, including two sets of Special Interrogatories and Requests for Production of Documents, and produced over 2,000 pages of documents.

5. On January 31, 2025, the Parties attended an Early Neutral Evaluation ("ENE") before Magistrate Judge Allison H. Goddard, which proved unsuccessful.

6. On February 24, 2026, the Parties mediated with experienced wage-and-hour mediator Judge James Crandall (Ret.).

7. On April 29, 2026, Magistrate Judge Goddard issued a mediator's proposal following confidential settlement discussions, and on May 7, 2026 the Parties were informed that both had accepted the proposal.

8. The Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") was fully executed on June 23, 2026. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement. Plaintiff's individual

claims are subject to a separate Settlement and Release Agreement.

9. As of the date of execution of the Settlement Agreement, based on SSC's records there are only ten (10) Aggrieved Employees.

10. Plaintiff's individual claims are subject to a separate Settlement and Release Agreement.

11. The Settlement is fair, reasonable, and adequate in view of PAGA's purposes. The Parties engaged in multiple rounds of negotiations at the ENE before Magistrate Judge Goddard in January 2025 and mediation before Judge Crandall (Ret.) in February 2026, before ultimately agreeing to a mediator's proposal issued by Magistrate Judge Goddard in April 2026, following her close involvement in settlement discussions. During that time, the Parties conducted extensive written discovery.

12. Concurrently with this filing, Plaintiff has submitted the proposed Settlement to the LWDA, as Labor Code § 2699(s)(2) requires. To date, Plaintiff has not received a response from the LWDA and the Parties do not anticipate any objection.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of July, 2026, in San Diego, California.

/s/ AARON M. OLSEN
AARON M. OLSEN

EXHIBIT 1

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorney General Act Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Jennifer Crumley ("Crumley"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined below), on the one hand, and, on the other, Defendant Security Scorecard, Inc. ("SSC" or "the Company"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Crumley, SSC, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts and such recitals are true, correct, and incorporated herein as material parts to the Settlement Agreement:

(a) The "Company" shall include: (a) SSC as well as any subsidiary, parent company, affiliated entity, related entity, operating entity, franchise, or division of SSC; and (b) any past or present officer, director, trustee, agent, and/or employee.

(b) Crumley is a former employee of SSC. Crumley was employed from approximately January 6, 2020, to October 13, 2023;

(c) On October 29, 2024, Crumley's counsel, Haeggquist & Eck, LLP, submitted a letter under Labor Code section 2699.3 (the "PAGA Notice") to the California Labor and Workforce Development Agency ("LWDA") on behalf of Crumley as well as all current and former Field Sales Directors and/or Field Sales Representatives who worked for SSC pursuant to the California Labor Code's Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, of Crumley's intent to seek civil penalties under PAGA for SSC's alleged violations of Labor Code §§2699, *et seq.,* 201-204, 218, 219, 223, 432.5, 925, and 1197.5(a). Crumley generally alleges that: (a) SSC omitted commission payment(s); (b) SSC required employees to agree, in writing, to allegedly unlawful non-compete, choice-of-law, and venue provisions, which Crumley alleges SSC knew were unlawful; and/or (c) SSC engaged in unequal wage scale practices based on gender. "Aggrieved Employees" are defined solely for purposes of this Settlement Agreement as all former and current Field Sales Directors and/or Field Sales Representatives employed by SSC in California at any time between August 27, 2023, to the date of approval with respect to the aforementioned alleged Labor Code violations.

(d) On October 30, 2024, Crumley filed a lawsuit in the Southern District of California against SSC entitled *Jennifer Crumley v. SecurityScorecard, Inc.* (S.D. Cal. Case No. 3:24-cv-02037-L-AHG). On January 13, 2025, Crumley filed her First Amended Complaint, alleging, in part, violations of Labor Code §§ 925(a) (Count I), 1197.5(a) (Count VII), 218 (Count VIII). Based upon these individual violations, Crumley also alleged a representative claim for civil penalties under PAGA (Count X).

(e) After conducting extensive written discovery, on January 31, 2025, the Parties attended an Early Neutral Evaluation with Magistrate Judge Allison H. Goddard. On February 24, 2026, the Parties attended mediation with the experienced and well-regarded mediator Judge James Crandall (Ret.). On April 29, 2026, Magistrate Judge Goddard issued a mediator's proposal following confidential settlement discussions with the Parties, including as to Plaintiff's representative PAGA claim. On May 7, 2026, the Parties were informed they had both accepted the proposal. Crumley's non-PAGA individual claims have been settled as well, which are the subject of a separate, confidential settlement agreement.

(f) There has been no determination on the merits of the PAGA Claim and the various claims asserted, including, but not limited to, in the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 7(a) below) as of the date of execution of this Settlement Agreement.

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by SSC or any released party of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Crumley signing this Settlement Agreement and the releases and terms contained herein, SSC shall pay, and only ever pay, the maximum gross sum of THREE-THOUSAND ONE-HUNDRED DOLLARS AND 00/100 CENTS ($3,100.00) (the "Total Settlement Amount") to resolve the Released Claims.

(b) SSC shall be solely responsible for the administration of the Settlement, including all associated costs and expenses. Any costs and expenses for the administration of the Settlement shall not be deducted from the Total Settlement Amount.

(c) Sixty-five percent (65%) of the Total Settlement Amount shall be distributed to the LWDA ("LWDA Payment"); and the remaining thirty-five percent (35%) shall be distributed to the Aggrieved Employees. The 35% portion of the Total Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(d) Because this is a settlement of a PAGA claim for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the Total Settlement Amount to be paid for the LWDA Payment and Employees' Portion shall be treated and reported for tax purposes as non-wage payments and Company will be responsible for issuing IRS Forms 1099 as required.

(e) The "PAGA Period" shall be from August 27, 2023, through the date of court approval.

4. **Court Approval is Required**. Crumley understands and agrees that the State of California and Aggrieved Employees, including Crumley, would not receive the consideration specified in Section 3(a) above, without and except for Crumley's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, including, but not limited to, obtaining Court approval of the Settlement as called for herein. This Agreement is conditioned upon, and is only valid upon, Court approval of this Settlement Agreement.

5. **Approval and Implementation of the PAGA Settlement, Disbursement, and Dismissal of Action**.

(a) The Parties shall cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the PAGA Claim, with prejudice, based thereon, as described herein, but it shall be the Company's primary responsibility to obtain approval, including creating first drafts of any necessary court filings. The Parties' further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of a joint stipulation for approval, to be filed by Crumley's Counsel. Company's counsel shall provide a draft of all documents to be submitted in connection with the stipulation to approve this Settlement Agreement to Plaintiff's counsel, Aaron Olsen (aarono@haelaw.com), for review and approval prior to filing, which approval shall not be unreasonably withheld. Drafts shall be provided within 21 days of full execution of this Agreement.

(c) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement being made. Should the Court initially decline to approve the Settlement Agreement as-is, and/or through the aforementioned process, the Parties shall work cooperatively to remedy the Court's recited deficiencies. Despite the Parties' efforts as delineated herein, should the Court ultimately not enter an order approving this Settlement Agreement, the Settlement Agreement is null and void *ab initio*. The Parties seeking Court approval of this Settlement Agreement shall not constitute a waiver of any right to recommence litigation should the Settlement Agreement become null and void.

(d) Upon complete distribution of the Total Settlement Amount in accordance with this Settlement Agreement, the Company shall notify the parties of distribution of the entire Total Settlement Amount, and within ten (10) business days of such notification, the Parties shall file a joint motion seeking dismissal of the PAGA Claim in its entirety with prejudice. Crumley's counsel shall prepare the initial draft of the joint motion for dismissal as discussed in this section.

(e) Crumley's counsel shall comply with Cal. Labor Code § 2699(s)(2)-(3) and timely notify the LWDA of the Settlement, including, but not limited to, all Court orders and judgments related to the Settlement, within the required statutory and/or Court-prescribed deadlines.

6. **Payment of PAGA Settlement Sum / Notice**.

(a) Subject to and following Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by SSC to the Aggrieved Employees within thirty (30) calendar days of the Effective Date. The "Effective Date" shall mean the earliest date, following entry by the Court of an order finally approving the PAGA settlement, and upon which one of the following have occurred, as applicable: (i) if no objection is filed to the settlement and no objector appears at any hearing on final approval, the date of the Court's entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

(1) Each Aggrieved Employee will receive an equal share of the Employees' Portion (the "Individual Settlement Share"). One Hundred Percent (100%) of all Individual Settlement Shares are considered civil penalties and shall not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share, as required by the IRS.

(b) The Company shall distribute each Individual Settlement Share by way of check, in the following manner:

(1) Company shall mail the Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable, the Company shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using an address refresher database and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(2) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred twenty (120) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted to a cy pres agreed upon by the parties. Any Settlement check to an Aggrieved Employee that is not negotiated within one hundred twenty (120) days of mailing to the Aggrieved Employee shall escheat to the cy pres in the name associated with each of the Aggrieved Employees whose checks are canceled.

(c) Also, the Company shall transmit the LWDA Payment to the LWDA at the same time it issues the Individual Settlement Shares via check.

7. **Release of Claims by Crumley, Aggrieved Employees, and the State of California**.

(a) Upon the Effective Date, Crumley, the Aggrieved Employees, and the State of California, on behalf of itself and its administrators, representatives, agencies, departments, and assigns, shall be deemed to and shall have knowingly and voluntarily released and forever discharged SSC, including the SSC's parent corporation(s), affiliates, subsidiaries, divisions, predecessors, insurers and/or reinsurers, and/or successors and/or assigns, and/or each of their current and former employees, attorneys, officers, directors and/or agents thereof (collectively, the "Released Parties"), of and from any and all claims for relief under PAGA (civil penalties, attorneys' fees, interest, costs or other relief), asserted or unasserted, or which could have been asserted in the Action, and which reasonably arise out of or reasonably relate to the factual allegations in the operative complaint, the case, or the PAGA Notice, during the period from August 27, 2023, to the date of Court approval. This includes, but is not limited to Crumley's PAGA claim(s) based upon SSC's alleged violations of Labor Code §§2699, *et seq.,* 201-204, 218, 219, 223, 432.5, 925, and 1197.5(a). Nothing in this paragraph shall be construed to be a release of any individual claims not filed under PAGA against SSC by any Aggrieved Employee not a party to this Action.

(b) Pursuant to applicable law, no Aggrieved Employee shall have the right or ability to opt out of the PAGA settlement or release. Aggrieved Employees shall be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment issued as a result of this Settlement.

8. **No Transfer/Assignment of Claims**. Crumley warrants and represents that she has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Crumley is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the PAGA Claim of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Crumley is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Crumley under this Settlement Agreement.

9. **Liens and Attorneys' Fees/Indemnification**. Crumley is solely responsible for any liens made in connection with any services performed on Crumley's behalf by any attorney, consultants, or expert witnesses. Except as may be otherwise noted herein, each Party is solely responsible for any fees and costs it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Crumley acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Crumley in connection with the prosecution of the PAGA Claim, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs.

10. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed by the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach.

11. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **No Public Comment.** The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, or respond to any press inquiry about the amount or terms of the settlement. The Parties and their counsel also agree that they will not engage in any advertising or distribute any marketing materials relating to the settlement of this Action in any manner that identifies SSC or Crumley, including but not limited to any postings on any websites maintained by the Parties' counsel or any other websites, internet blogs, chatrooms or social media sites that specifically identify SSC, Crumley, case name, case number or other identifying information.

13. **No Unalleged Claims.** Crumley and her counsel represent that neither has any pending lawsuit, administrative charge or complaint against SSC or any of the released parties herein. The Parties acknowledge, understand, and agree that this representation is essential to the Settlement Agreement and that it would not have been entered into were it not for this representation.

14. **No Credit Toward Benefit Plans.** Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

13. **Miscellaneous**.

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Crumley or SSC fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(e) This Settlement Agreement replaces any other agreements, understandings, or representations between the Parties relating to the PAGA Claim. This Settlement Agreement constitute the entire agreement amongst the Parties relating to the PAGA Claim, and no oral or written representations, warranties or inducements have been made to any Party concerning it other than the representations, warranties and covenants contained and memorialized herein.

(f) The Parties agree that the Court shall retain continuing jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Settlement Agreement.

(g) The Parties agree that the settlement is fair, adequate, and reasonable, and will so represent to the Court.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, CRUMLEY AND SSC FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

6/17/2026
Date: May __, 2026

Signed by:
Jennifer Crumley
346E591D52764BC...
JENNIFER CRUMLEY
Individually and On Behalf of the State of California and Aggrieved Employees

SECURITYSCORECARD, INC.

Date: May __, 2026

Signed by:
EC8F171B1E7F4FF...

By: Lynn Dukette

Its: Associate General Counsel

43792739.1:05394-0160

<u>PROOF OF SERVICE</u>

Jennifer Crumley v. SecurityScorecard, Inc.
Case No. 3:24-cv-02037-L-AHG

I am employed in the County of San Diego, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 501 West Broadway, Suite 1200, San Diego, CA 92101.

On July 21, 2026, I served the following document(s) described as **DECLARATION OF AARON M. OLSEN IN SUPPORT OF JOINT STIPULATION AND MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 21, 2026, at San Diego, California.

Rebecka Garcia

Rebecka A. Garcia

SERVICE LIST
Jennifer Crumley v. SecurityScorecard, Inc.
Case No. 3:24-cv-02037-L-AHG

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