

**SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE**

*John Patrick Kropholler v. County of Shasta, et al.*

**1. INTRODUCTION**

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into as of the Effective Date by and among the County of Shasta on the one hand and John Patrick Kropholler on the other hand.

**2. DEFINITIONS**

**2.1 “Action”**

“Action” shall mean the state court action initiated by the Complaint filed in the Shasta County Superior Court captioned *John Patrick Kropholler v. County of Shasta, a government entity; Shasta County Sheriff’s Department, a government entity*, Shasta County Superior Court Case No. 22CV-0199716, filed May 11, 2022.

**2.2 “Agreement”**

“Agreement” shall mean this Settlement Agreement and Mutual General Release.

**2.3 “Counsel for Defendant”**

“Counsel for Defendant” shall refer to Best Best & Krieger, LLP, located at 3390 University Avenue, Fifth Floor, Riverside, CA 92501.

**2.4 “Counsel for Plaintiff”**

“Counsel for Plaintiff” shall refer to McNicholas & McNicholas, LLP, located at 10866 Wilshire Blvd., Suite 1400, Los Angeles, CA 90024.

**2.5 “County”**

“County” shall refer to the County of Shasta, a Defendant in the Action, and its Sheriff’s Department, Board of Supervisors, officers, agents, employees, successors, assigns, and attorneys.

**2.6 “Court”**

“Court” shall refer to the Superior Court of California, County of Shasta, located at 1500 Court St, Redding, CA 96001.

**2.7 “Defendant”**

“Defendant” shall refer to the “County,” as that term is herein defined.

**2.8 “Effective Date”**

“Effective Date” of this Agreement shall mean the eighth (8<sup>th</sup>) day following Plaintiff’s signature on this Agreement.

**2.9 “Executed Notice of Settlement”**

“Executed Notice of Settlement” shall refer to a fully completed and executed Notice of Settlement of Entire Case (Judicial Council of California form CM-200) indicating unconditional settlement, i.e., unconditional other than as to the payment of the sums due and other obligations hereunder (box 1.a. checked) of the Action.

**2.10 “Executed Request for Dismissal”**

“Executed Request for Dismissal” shall refer to a fully completed and executed Request for Dismissal (Judicial Council of California form CIV-110) for dismissal of the Action with prejudice (box 1.a.(1) checked) of the entire action of all parties and causes of action (box 1.b.(5) checked).

**2.11 “Kropholler”**

“Kropholler” shall refer to John Patrick Kropholler, a Plaintiff in the Action.

**2.12 “Party” or “Parties”**

“Party” shall refer individually to any of the parties to this Agreement: the County and Kropholler. “Parties” shall collectively refer to all of the parties to this Agreement: the County and Kropholler.

## **2.13 “Released Claims”**

“Released Claims” shall refer to any and all past, present, and future actions, causes of action, claims, compensation, costs, covenants, damages, debts, demands, expenses, injuries, lawsuits, liens, losses, obligations, remedies, suits, and any liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, that Releasors have or may have against the Releasees, whether at law, in equity, or otherwise under the law of any state, federal, or other government, known or unknown, anticipated or unanticipated, liquidated or unliquidated, material or immaterial, occurring on or before the date of this Agreement arising out of, or based upon events and claims alleged in the Action, including, but not limited to, those arising out of, relating to, or based upon the matters alleged, or that could have been alleged, in the Action or in the course of any dealings between the Parties.

“Released Claims” expressly include, but are not limited to, all claims brought in the Action, all claims related to the employment of Plaintiff with Defendant and the nature and consequences of the termination of such employment, any claims for declaratory relief, economic damages, non-economic damages, punitive damages, pre-judgment interest, post-judgment interest, attorneys’ fees and costs, and any and all tort, contract, or statutory claims of any type or nature whatsoever, whether at law or in equity.

“Released Claims” further expressly include, but are not limited to, all claims which the Releasors do not know or suspect to exist in the Releasors’ favor at the time the Parties signed this Agreement.

## **2.14 “Releasees”**

“Releasees” refers to the Parties and each of their parents, siblings, spouses, heirs, descendants, dependents, estates, affiliates, successors, predecessors, subsidiaries, affiliated

entities, assigns, executors, administrators, conservators, trusts, beneficiaries, agents, servants, employees, officers, directors, partners, owners, councilmembers, supervisors, representatives, and attorneys against whom Released Claims are, or could have been, or can be, asserted.

## **2.15 “Releasors”**

“Releasors” refers to the Parties separately, and on their own behalf, and on behalf of each of their parents, siblings, spouses, heirs, descendants, dependents, estates, affiliates, successors, predecessors, subsidiaries, affiliated entities, assigns, executors, administrators, conservators, trusts, beneficiaries, agents, servants, employees, officers, directors, partners, owners, councilmembers, supervisors, representatives, and attorneys, who asserted, could have asserted, or can assert, Released Claims.

## **2.16 “Settlement Amount”**

“Settlement Amount” shall mean Two Million Six Hundred Fifty Thousand Dollars and Zero Cents (\$2,650,000.00).

### **(a) “Net Settlement Amount”**

“Net Settlement Amount” refers to the portion of the Settlement Amount that is actually paid to Kropholler, after deductions for attorneys’ fees and costs.

### **(b) “Unallocated Settlement Amount”**

“Unallocated Settlement Amount” shall refer to the portion of the Settlement, in the amount of Two Million Five Hundred Eight Thousand, One Hundred Eighty-Five Dollars and Fourteen (\$2,508,185.14), that is not otherwise allocated as Wages.

### **(c) “Wages”**

“Wages” refers to the 10% portion of the Net Settlement Amount, i.e., One Hundred Forty-One Thousand, Eight Hundred Fourteen Dollars and Eighty-Six Cents (\$141,814.86), which

is paid to the Plaintiff in the form of lost wages.

### **3. RECITALS**

**3.1** At all times relevant to the Action, Kropholler was a Captain with the Shasta County Sheriff's Department. Kropholler retired from his position with the Shasta County Sheriff's Department in or about February 2022.

**3.2** On May 11, 2022, Plaintiff filed his Complaint in the Action, which is the operative complaint, alleging causes of action against the County for: (1) Violation of California Labor Code section 1102.5 and (2) Violation of Government Code section 12940(a), *et seq.*

**3.3** The Parties participated in a mediation with the honorable Judge Ann Jones (Ret.) on November 22, 2024. The Parties settled this matter at mediation.

**3.4** In the interest of avoiding further litigation costs, the Parties now desire to fully and finally settle and resolve any and all existing rights, claims, Released Claims, disputes, and causes of action each has against the other, including, but not limited to, any and all claims arising out of or relating to the Action. The Parties expressly intend that this settlement shall further pertain to and resolve any and all past and future claims for attorneys' fees, experts' fees, mediation expenses, medical expenses, liens attendant to any of the foregoing, and any and all other costs or expenses associated with the Action and claims raised therein.

**3.5** These Recitals are essential, integral, and material terms of this Agreement, and this Agreement shall be construed with respect thereto. The Parties enter into this Agreement in consideration of the promises, covenants, and conditions set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

### **4. SETTLEMENT TERMS**

#### **4.1 Documents to be Furnished and/or Filed**

(a) No later than five (5) calendar days after the Effective Date of this Agreement, Counsel for Plaintiff shall transmit to Counsel for Defendant an Executed Request for Dismissal to hold in trust and to file only in accordance with the provisions set forth in Section 5 of this Agreement.

(b) No later than five (5) calendar days after the Effective Date of this Agreement, Plaintiff shall file an Executed Notice of Settlement with the Court.

(c) No later than five (5) calendar days after the Effective Date of this Agreement, Counsel for Plaintiff shall transmit to Counsel for Defendant a fully completed and executed IRS Form W-9 for the payee of the Unallocated Settlement Amount.

(d) No later than five (5) calendar days after the Effective Date of this Agreement, Counsel for Plaintiff shall transmit to Counsel for Defendant a fully completed and executed (i) IRS Form W-4 for Plaintiff and (ii) California Employment Development Department Form DE 4 for Plaintiff.

#### **4.2 Payment of Settlement Amount to Plaintiff**

(a) In consideration of this Agreement and the promises set forth herein, the County, who, under separate agreement shall be reimbursed by its insurer, shall pay Two Million Six Hundred Fifty Thousand, and Zero Cents (\$2,650,000.00) for the benefit of Kropholler in settlement of all claims against the County in the Action. Payment shall be made no later than the later of thirty (30) calendar days after full compliance of the provisions of Section 4.1 of this Agreement and thirty (30) calendar days after the Effective Date of this Agreement, as follows:

(i) Plaintiff and Defendant agree that ten percent (10%) of the Net Settlement Amount, which amounts to One Hundred Forty-One Thousand, Eight Hundred Fourteen Dollars and Eighty Six Cents (\$141,814.86) shall constitute Wages and shall be

payable directly to Plaintiff as Wages, with any required withholdings and payroll deductions deducted therefrom, via check sent to the Law Offices of McNicholas and McNicholas, LLP, 10866 Wilshire Blvd., Ste 1400, Los Angeles, CA 90024.

(ii) Plaintiff and Defendant agree that all non-Wages, or the Unallocated Settlement Amount, which amounts to Two Million Five Hundred Eight Thousand, One Hundred Eighty Five Dollars and Fourteen (\$2,508,185.14), shall be paid via a single check made payable to “McNicholas & McNicholas, LLP, Client Trust Account and John Patrick Kropholler” (“Payee”) (Payee address: 10866 Wilshire Blvd., Suite 1400, Los Angeles, CA 90024).

## **5. DISMISSAL**

In consideration of this Agreement and other good and sufficient consideration, not later than the tenth (10) calendar days after receipt of the Settlement Amount, Defendant shall file Notice of Settlement with the Court, and thereafter, on or after the twentieth (20th) calendar day following the transmission of the Settlement Amount, shall be entitled to file the Executed Request for Dismissal (the Court to retain jurisdiction under Code of Civil Procedure §664.6) with the Court.

## **6. MUTUAL RELEASE OF CLAIMS**

Except for any specific obligation of the Parties set forth in and established by this Agreement, in consideration of the foregoing and the promises set forth herein, the Releasors irrevocably remise, release, acquit, dismiss, and forever discharge the Releasees from any and all Released Claims. This Agreement contemplates the extinguishment of all such claims.

## **7. COVENANT NOT TO SUE**

The Parties covenant and agree that they will not make, assert, or maintain any claim, cross-

claim, counterclaim, demand, action, or cause of action against each other based upon any Released Claim, except for claims for breach of the terms of this Agreement.

## **8. PROVISIONS REGARDING RELEASES**

### **8.1 Complete Settlement**

The Parties and each of them acknowledge and agree that this Agreement and the releases herein shall constitute a binding, full, final, and complete settlement, resolution and final disposition of any Released Claims that are the subject matter of the releases herein. On the Effective Date, the Parties, and each of them, shall forever be enjoined from prosecuting or defending the Action.

### **8.2 Releases Apply to Subsequently Discovered Facts**

The Parties, and each of them, acknowledge that each or all of them may hereafter discover facts different from, or in addition to, those that it or they now believe to be true with respect to any and all of the matters released herein. Nevertheless, each of the Parties agrees that the releases set forth above shall be and remain effective in all respects, notwithstanding the discovery of any such subsequent discovered different or additional facts.

### **8.3 Civil Code Section 1542**

Subject to the completion of the terms set forth in this Agreement, and except as otherwise provided in this Agreement, it is the intention of the Parties that the releases entered into as part of this Agreement shall be effective as a bar to all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, and attorneys' fees, of every character and kind, known or unknown, existing or contingent; and in furtherance of such intention, the Parties expressly waive any and all rights conferred upon them by the provisions of California Civil Code Section 1542, 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.**

It is the intention of the Parties that the releases entered into as part of this Agreement shall be effective as a bar to all Released Claims; in furtherance of this intention the Parties expressly waive any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands, and causes of action hereinabove specified. The Parties assume the risk of the foregoing and of the subsequent discovery or understanding of any matter, fact, or law which, if now known or understood, would in any respect have affected this Agreement.

Without limitation of the foregoing general release, the Parties expressly acknowledge that the Released Claims specifically include, but are not limited to, a waiver and release by Plaintiff of Defendant for any and all claims arising on or before the date this Agreement is executed by Plaintiff for any alleged violation by Defendant or any of the Released Parties of any federal, state, or local statutes, ordinances, or common laws, including the Age Discrimination in Employment

Act of 1967, Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Worker Adjustment and Retraining Notification Act, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans with Disabilities Act, the Family Medical Leave Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Labor Code, and for any known and unknown claims under any other federal, California, or local statute, common law, acts, rules, ordinance, regulations, or other laws. This general release does not apply to claims that cannot be waived or released by law.

#### **8.4 Liens**

Plaintiff represents and warrants that there are no outstanding attorney, medical, or other liens that have been served or filed to date in connection with the Action. Plaintiff further represents and warrants that he has notified any insurance companies, law firms, or other medical payment plans/providers that may have paid any sums of money for the damages and injuries alleged in the Action, or for the filing and/or prosecution of the Action, and that said insurance companies, law firms, or other medical payment plans/providers have indicated that they will not seek additional compensation or reimbursement for injuries arising out of the claims alleged in the Action other than those reimbursements that are agreed to directly between Plaintiff and said companies, firms, plans, or providers, which shall be funded from the Settlement Amount. The Parties agree that Defendant shall have no obligation to reimburse any such companies, firms, plans, or providers for any expenses incurred as a result of the injuries giving rise to the Action or the filing and/or prosecution of the Action, and Plaintiff shall be responsible for paying all such sums from the Settlement Amount.

#### **8.5 Indemnity**

Plaintiff understands that a medical provider, government entity, insurance company, law

firm, or collection agency may seek to recover for legal or medical expenses related to the injuries arising out of the Action. Despite this possibility, Plaintiff desires to enter into this Settlement Agreement to settle his claims against the Defendant as set forth herein, and Plaintiff expressly accepts the risks set forth herein. Plaintiff agrees that Plaintiff will be responsible for any existing medical and legal bills that have not been paid to date, as well any medical or legal liens or subrogation claims that may be asserted in connection with the Action for all past, present, and future expenses related to the Action and its underlying claims. Plaintiff agrees that he will defend, indemnify, and hold Defendant harmless from any and all future claims, suits, liens, demands, obligations, costs, and expenses that may be asserted by any person or entity who claims to be owed compensation or reimbursement, or claims to have an interest in any of the matters released in connection herewith.

## **8.6 Tax Implications**

An IRS Form 1099 will be issued by Defendant to McNicholas and McNicholas, LLP, identified in Section 4.2 of this Agreement to reflect payment of the Unallocated Settlement Amount, with the total unallocated settlement amount being placed in the box entitled “Gross proceeds paid to an attorney.” An IRS Form W-2 will be issued by Defendant to Plaintiff to reflect payment of Wages. The Payee and Plaintiff understand and agree that they are responsible for payment of any taxes and/or other withholdings 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. The Payee and Plaintiff acknowledge and agree that Defendant has not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the payment of the Settlement Amount for tax purposes, and agree that no further payment of money to the Payee or Plaintiff will be due in the event that the payment or the release of claims embodied in

this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to the Payee or Plaintiff. Plaintiff agrees that in the event that any federal, state, or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Defendant harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Plaintiff hereby agrees to indemnify Defendant from any and all manner of liability if any should be imposed on Defendant regarding the payment of the Settlement Amount, including but not limited to any interest, attorneys' fees, penalties, and costs related to such payment. Upon the Payee's and Plaintiff's receipt of written notification from Defendant that such liability has been imposed by any governmental entity and the amount thereof, Plaintiff agrees that he shall fully remit such monies to the demanding entity within thirty (30) days from his receipt of such notification. Plaintiff further agrees to give Defendant written notice within ten (10) days of the time any demand for payment of taxes is received by the Payee or Plaintiff from any governmental agency in connection with the payment of the Settlement Amount, and further, Plaintiff will provide a confirmation that he will honor his obligations under this Paragraph.

### **8.7 Integrated Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations and proposed agreements, written and/or oral. Each Party acknowledges to the other Party that no Party or agent or any attorney of any Party has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement and each Party acknowledges that it has not executed

this Agreement in reliance upon any promise, representation, or warranty not contained herein. No supplementation, modification, waiver, or termination of the Agreement shall be binding unless executed in writing by the Party to be bound thereby.

### **8.8 Waiver of Breach**

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

### **8.9 Older Workers' Benefit Protection Act**

In conformity with the Older Workers Benefit Protection Act (OWBPA), Plaintiff acknowledges that (i) this Agreement is written in a manner calculated to be understood by Plaintiff, (ii) this Agreement represents Plaintiff's knowing and voluntary waiver and release of any and all claims described in the definition of "Released Claims" herein and as set forth in Sections 8.1, 8.2, and 8.3 herein, and as Plaintiff might have including any such claims arising under the Age Discrimination in Employment Act of 1967, as amended (the ADEA), (iii) Plaintiff has not waived any claim under the ADEA that may arise after the date Plaintiff executes this Agreement, (iv) the consideration Plaintiff will receive in exchange for this Agreement (i.e., the payments and benefits set forth above) is something of value to which Plaintiff is not already entitled, (v) Plaintiff has been advised to consult with and has consulted with an attorney prior to executing this Agreement, (vi) Plaintiff was provided twenty-one (21) days to consider this Agreement and by signature of this agreement hereby knowingly and voluntarily waives the twenty-one (21) day period of review, and (vii) Plaintiff has seven (7) days following Plaintiff's execution of this Agreement in which to revoke it by written notice of revocation that must be delivered to and received by Christopher Moffitt of Best Best & Krieger, at

chris.moffitt@bbklaw.com, no later than close of business on the seventh day after Plaintiff has signed this Agreement. This Agreement will not become effective and enforceable until the eighth day after Plaintiff's execution of this Agreement without revocation (such eighth day is the Effective Date of this Agreement).

## **9. ADDITIONAL PROVISIONS REGARDING THIS AGREEMENT**

### **9.1 Attorneys' Fees and Costs**

Except in the case of breach of this Agreement and/or the payment of sums designated as for attorneys' fees provided for herein, each Party hereto shall bear its own attorneys' fees and court costs arising from the actions of its own counsel in connection with the Action, including all fees incurred in the negotiation, preparation, and execution of this Agreement.

### **9.2 Execution in Counterparts**

This Agreement may be executed in one or more counterparts, any one of which shall be binding on any Party signing thereon. Photocopied copies, facsimile copies, and scanned original documents shall be deemed originals and shall be valid, binding, and enforceable in accordance with their terms.

### **9.3 Use of Titles and Captions**

The section titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions.

### **9.4 Severability**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force and effect as if no invalid or

unenforceable provisions had been part of this Agreement.

### **9.5 Interpretation**

The Parties have jointly drafted this Agreement with the assistance of counsel. Hence, the Parties agree that the terms of this Agreement, or any of them, shall not be interpreted against or in favor of any Party on the ground that any Party participated in the drafting of this Agreement. The Parties accordingly expressly and specifically waive the right to benefit from the application of the doctrine of *contra proferentum* in any subsequent dispute concerning interpretation of the provisions of this Agreement.

### **9.6 Applicable Law, Jurisdiction, and Venue**

This Agreement shall, in all respects, be interpreted, enforced, and governed exclusively by and under the laws of the State of California. The sole and exclusive jurisdiction and venue for the litigation of any dispute arising under this Agreement shall be in the Superior Court of California, County of Shasta. Pursuant to California Code of Civil Procedure Section 664.6, the Parties each hereby agree, consent to, and request that the Superior Court of California, County of Shasta, retain jurisdiction over the Action and the Parties (notwithstanding any dismissal) for the purpose of enforcing the Agreement until its terms have been performed in full. Notwithstanding California Evidence Code Section 1152, the terms of this Agreement are admissible in an action to enforce its terms pursuant to California Code of Civil Procedure Section 664.6. Should enforcement of this Agreement be reasonably required in Court, attorney's fees and costs shall be awarded to the prevailing party and this Agreement shall be admissible and enforceable in court as set forth in Evidence Code § 1123 and all applicable law.

### **9.7 Warranties Regarding Execution**

Each of the signatories to this Agreement represents and warrants that (i) each is fully

authorized to enter into this Agreement; (ii) each has read and fully understands the provisions of this Agreement; (iii) each has consulted with, and relied upon the advice of, legal counsel, which has explained the content and meaning of the provisions of this Agreement; and (iv) each has signed the Agreement voluntarily, without any duress or undue influence on the part of, or on behalf of, any signatory or other third party.

#### **9.8 No Admission of Liability or Wrongdoing**

The Parties entered into this Agreement solely to compromise and settle disputed claims. The signatories do not admit, concede, or otherwise acknowledge liability in this matter. The Parties expressly deny and disclaim any liability or that either has engaged in any wrongful conduct whatsoever. Neither this Agreement nor the terms or contents thereof shall be admissible in any court, administrative proceeding, arbitration, or other dispute resolution proceeding except to the extent necessary to enforce the rights and/or obligations arising under this Agreement.

#### **9.9 Covenant to Take Further Actions Necessary**

The Parties hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement, with the Parties to bear their own costs and attorneys' fees for these additional actions.

#### **9.10 Representations and Warranties**

Each Party represents and warrants that there has been no assignment or other transfer of any interest in any of the Released Claims and that no person or entity other than the Parties hereto has or have any interest or claim against any of the other Parties regarding the Recitals above or as expressly reserved herein.

#### **9.11 Compromise**

This Agreement is the result of a compromise and shall never at any time or for any purpose

be considered an admission of liability or responsibility on the part of any Party herein released, nor shall the payment of any sum of money in consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever, by any settling Party herein released, all of which continue to deny such liability and to disclaim such responsibility.

#### **9.12 No Third-Party Beneficiaries**

Except for the rights of beneficiaries pursuant to the releases provided, there are no third-party beneficiaries to this Agreement, and nothing herein shall confer any enforceable rights on non-signatory persons or entities.

#### **9.13 Successors and Assigns**

Each of the terms of this Agreement is binding upon each of the Parties and their respective predecessors, assigns, executors, administrators, representatives, principals, insurers, agents, and successors-in-interest.

#### **9.14 Notice**

Any notice regarding this Agreement is to be provided in writing to the Parties at the addresses below:

County of Shasta Attn: County Counsel 1450 Court St #332 Redding, CA 96001  (Copy to Counsel of Record)  BEST BEST & KRIEGER, LLP Attn: Christopher Moffitt 3390 University Ave., 5 <sup>th</sup> Floor	John Patrick Kropholler c/o McNicholas & McNicholas 10866 Wilshire Blvd., Suite 1400 Los Angeles, CA 90024
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Riverside, CA 92501

**PLEASE READ CAREFULLY BEFORE SIGNING**

I have read the foregoing Agreement, understand it, and accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences and agree to be bound by its terms.

**COUNTY OF SHASTA**

Dated: 12/7/24

By:



Michael Ciccozzi

Specially Appointed County Counsel

Attest:

By:

  
Thomas Toller David Rickett  
County Clerk Clerk of the Board

**JOHN PATRICK KROPHOLLER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

JOHN PATRICK KROPHOLLER

**[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]**

Riverside, CA 92501

**PLEASE READ CAREFULLY BEFORE SIGNING**

I have read the foregoing Agreement, understand it, and accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences and agree to be bound by its terms.

**COUNTY OF SHASTA**

Dated:

By:

Michael Ciccozzi

Specially Appointed County Counsel

Attest:

By:

Thomas Toller

County Clerk

**JOHN PATRICK KROPHOLLER**

Dated: 12/06/24

By: 

JOHN PATRICK KROPHOLLER

**[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]**

**APPROVED AS TO FORM ONLY**

**BEST BEST & KRIEGER, LLP**

Dated: 12/9/24

By: 

CHRISTOPHER M. MOFFITT  
LAUREN ROSE  
Counsel for Defendant,  
County of Shasta

**McNICHOLAS & McNICHOLAS, LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

MATTHEW S. McNICHOLAS  
JASON L. OLIVER, Of Counsel  
Counsel for Plaintiff,  
John Patrick Kropholler

**APPROVED AS TO FORM ONLY**

**BEST BEST & KRIEGER, LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

CHRISTOPHER M. MOFFITT  
LAUREN ROSE  
Counsel for Defendant,  
County of Shasta

**McNICHOLAS & McNICHOLAS, LLP**

Dated: December 6, 2024

By: \_\_\_\_\_

  
MATTHEW S. McNICHOLAS  
JASON L. OLIVER, Of Counsel  
Counsel for Plaintiff,  
John Patrick Kropholler