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individually and on behalf of all other aggrieved
employees

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WEST COAST FIRE & INTEGRATION, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

RAUL CARRO, individually and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

WEST COAST FIRE & INTEGRATION,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. CIVDS2015390

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

1 IT IS HEREBY STIPULATED, by and between plaintiff Raul Carro, individually and on
2 behalf of all other Aggrieved Employees, on the one hand, and defendant West Coast Fire &
3 Integration, Inc., on the other hand, and subject to the approval of the Court, that the Action is
4 hereby compromised and settled pursuant to the terms and conditions set forth in this Settlement
5 Agreement and Release of PAGA Claims ("Settlement Agreement") and that the Court shall enter
6 judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the
7 definitions, recitals, and terms set forth herein which by this reference become an integral part of
8 this Settlement Agreement.

9 DEFINITIONS

10 1. "Action" means the representative action entitled *Carro v. West Coast Fire &*
11 *Integration, Inc.*, San Bernardino Superior Court Case No. CIVDS2015390.

12 2. "Aggrieved Employees" means persons employed by Defendant as non-exempt
13 employees in California at any time during the Settlement Period.

14 3. "Approval Hearing" means the hearing to be conducted by the Court after the filing
15 of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court approve
16 the Settlement, enter the Judgment, and take other appropriate action.

17 4. "Defendant" means defendant West Coast Fire & Integration, Inc.

18 5. "Defense Counsel" means Dean Rocco of Wilson, Elser, Moskowitz, Edelman &
19 Dicker LLP.

20 6. "Effective Date" means the date upon which the Settlement has been finally
21 approved by the Court and either (1) the Court of Appeal has rendered a final judgment affirming
22 the Court's approval of the Settlement without material modification and the date for further appeal
23 has passed without further appeal; or (2) the applicable date for seeking appellate review of the
24 Court's final approval of the Settlement has passed without a timely appeal or request for review
25 having been made.

26 7. "Employee Information" means information regarding the Aggrieved Employees
27 that Defendant shall in good faith compile from its records and shall be authorized by the Court to
28 transmit in a secure manner to the Settlement Administrator. Employee Information shall be

transmitted in electronic form and shall include each Aggrieved Employee's full name; last known address; Social Security number; and total number of Qualifying Pay Periods.

8. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Aggrieved Employee.

9. "Judgment" means the final order and judgment to be entered by the Court granting approval of the Settlement and this Settlement Agreement as binding upon the Parties and the Aggrieved Employees.

10. "LWDA" means the California Labor and Workforce Development Agency.

11. "LWDA Payment" means the portion of the Net Settlement Amount payable to the LWDA.

12. "Maximum Settlement Amount" means the maximum amount Defendant shall have to pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to the Aggrieved Employees, Plaintiff's Counsel Award, the Service Award, Settlement Administration Costs, and the LWDA Payment. Subject to Court approval and the terms of this Settlement Agreement, the Maximum Settlement Amount Defendant shall be required to pay is Two Hundred Eighty-Five Thousand Dollars (\$285,000.00).

13. "Notice" means the Notice of PAGA Settlement, substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Aggrieved Employee explaining the terms of this Settlement Agreement and the Settlement.

14. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

15. "Net Settlement Amount" means the Maximum Settlement Amount, less Plaintiff's Counsel Award, the Service Award, and Settlement Administration Costs, of which seventy five percent (75%) shall be distributed to the LWDA and twenty five percent (25%) shall be distributed to the Aggrieved Employees.

16. "Parties" means Plaintiff and Defendant.

17. "Plaintiff" means plaintiff Raul Carro.

1 18. “Plaintiff’s Counsel” means Matthew J. Matern, Launa Adolph, and Ellie D.
2 Goralnick of Matern Law Group, PC.

3 19. “Plaintiff’s Counsel Award” means the amount that the Court authorizes to be paid
4 to Plaintiff’s Counsel as reasonable attorneys’ fees for Plaintiff’s Counsel’s litigation and resolution
5 of the Action and Plaintiff’s Counsel’s expenses and costs reasonably incurred in connection with
6 the Action.

7 20. “Qualifying Pay Periods” means the total number of pay periods during which an
8 Aggrieved Employee performed work as a non-exempt employee of Defendant in California during
9 the Settlement Period, based on Defendant’s records, and which shall be used to calculate
10 Individual Settlement Payments.

11 21. “Released Parties” means Defendant and each of its subsidiaries, officers, directors,
12 members, partners, owners, shareholders, employees, agents, servants, attorneys, assigns, affiliates,
13 independent contractors, volunteers, predecessors, successors, parent companies and organizations,
14 insurers, and any and all other persons, firms and corporations in which Defendant may have an
15 interest.

16 22. “Service Award” means the amount that the Court authorizes to be paid to Plaintiff,
17 in addition to Plaintiff’s Individual Settlement Payment, in recognition of Plaintiff’s effort and risk
18 in prosecuting the Action and for Plaintiff’s separate, individual release of all claims Plaintiff may
19 have against Released Parties not being litigated in this Action.

20 23. “Settlement” means the final and complete disposition of the Action pursuant to this
21 Settlement Agreement.

22 24. “Settlement Administration Costs” means the reasonable costs and fees of
23 administering the Settlement to be paid from the Maximum Settlement Amount, including, but not
24 limited to: (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved
25 Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all
26 appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
27 Settlement Payments, the Service Award, Plaintiff’s Counsel Award, and the LWDA Payment; (iv)
28 establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and

(vi) preparing and submitting filings required by law in connection with the payments required by the Settlement.

25. “Settlement Administrator” means CPT Group, Inc.

26. “Settlement Period” means the period from January 31, 2019 to March 3, 2023.

27. “Settlement Packet” means the packet of documents which shall be mailed to all Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved Employee’s respective Individual Settlement Payment.

RECITALS

28. Procedural History. On May 18, 2020, Plaintiff sent notice to the LWDA of his intent to pursue a representative PAGA action on behalf of himself and the State of California as well as on behalf of other allegedly aggrieved employees. The LWDA did not provide a response.

29. On July 24, 2020, Plaintiff filed a complaint against Defendant in San Bernardino Superior Court, asserting a single cause of action under PAGA. Defendant filed an answer on January 6, 2021.

30. On October 19, 2022, the Parties participated in a private mediation session with mediator Lisa Klerman, Esq. The Parties were unable to reach a resolution at the mediation, but subsequently accepted a mediator’s proposal on March 3, 2023, subject to the Parties entering into a more comprehensive written settlement agreement.

31. Benefits of Settlement to Plaintiff and the Aggrieved Employees. Plaintiff and Plaintiff’s Counsel recognize the expense and length of continued proceedings that would be necessary to litigate Plaintiff’s claims in the Action through trial and through any possible appeals. Plaintiff has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff’s Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto. Based on the foregoing, Plaintiff and Plaintiff’s Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, adequate, and reasonable and provides genuine and meaningful relief consistent with the underlying purposes of PAGA.

32. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement and to put to rest the claims alleged in this Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to liability. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

33. Binding Settlement. This Settlement shall bind the Parties and all Aggrieved Employees, subject to the terms and conditions hereof and the Court's approval.

34. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and the Aggrieved Employees are not relying on any statement or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard. The Aggrieved Employees and Plaintiff's Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Plaintiff's Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

1 35. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT
2 (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
3 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES,
4 PLAINTIFF'S COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
6 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
7 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
8 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
9 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
10 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
11 SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT
12 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
13 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO
14 RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
15 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
16 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
17 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
18 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
19 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
20 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
21 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
22 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23 36. Approval of Settlement. Plaintiff shall be responsible for moving the Court to
24 approve the Settlement and enter the Judgment. The Parties agree to act in good faith and work
25 diligently and cooperatively to have this Settlement presented to the Court for approval.

26 37. Released Claims.
27 a. Aggrieved Employees' Release. Upon full payment of the Maximum
28 Settlement Amount, all Aggrieved Employees shall be deemed to have released the Released

1 Parties of any and all claims for civil penalties under PAGA based on the factual allegations or
2 legal theories espoused in the notice letter Plaintiff sent to the LWDA on or about May 18, 2020
3 and/or the operative complaint, including failure to pay for all hours worked, including overtime
4 and minimum wages; failure to provide meal periods; failure to pay one hour of premium pay when
5 lawful meal periods were not provided; failure to provide rest periods; failure to pay one hour of
6 premium pay when lawful rest periods were not provided; failure to timely pay wages during
7 employment; failure to maintain accurate records of hours worked; failure to pay all wages due
8 upon separation; failure to furnish accurate itemized wage statements; failure to maintain required
9 records; and failure to indemnify employees for necessary business expenditures incurred in the
10 discharge of duties, which arose during the Settlement Period. The Released Claims specifically
11 include claims for penalties, interest and attorneys' fees under PAGA arising under or pursuant to
12 Cal. Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512,
13 516, 558, 1174, 1174.5 1194, 1197, 1197.1, 1198, 2802, 2698-2699.5, all applicable IWC Wage
14 Orders, including Wage Order 4, and Cal. Civ. Code §§ 3287 and 3288.

15 b. Plaintiff's Release. In addition to participation in the release with all
16 Aggrieved Employees, and upon full payment of the Maximum Settlement Amount to the
17 Settlement Administrator, Plaintiff shall enter a separate individual settlement agreement intended
18 to compensate Plaintiff for the fullest release permitted by law of any other claims Plaintiff may
19 have against Released Parties, including without limitation any individual wage and hour claims
20 not at issue in this Action and any potential discrimination claims not being litigated in this Action.

21 38. Funding and Allocation of the Maximum Settlement Amount. Defendant shall pay
22 a Maximum Settlement Amount not to exceed Two Hundred Eighty-Five Thousand Dollars
23 (\$285,000.00). Defendant shall provide to the Settlement Administrator in any feasible manner,
24 including, but not limited to, by way of a wire transfer, the Maximum Settlement Amount no later
25 than ten (10) days after the Effective Date.

26 a. Individual Settlement Payments.

27 i. Individual Settlement Payments shall be paid by the Settlement
28 Administrator from the Net Settlement Amount no later than ten (10) days after Defendant provides

1 the Settlement Administrator with the Maximum Settlement Amount pursuant to the following
2 formula: Defendant shall provide the Settlement Administrator with the Qualifying Pay Periods for
3 each Aggrieved Employee. The Settlement Administrator shall then divide the portion of the Net
4 Settlement Amount allocated to the Aggrieved Employees by the total number of Qualifying Pay
5 Periods for all Aggrieved Employees resulting in a value for each pay period worked by the
6 Aggrieved Employees during the Settlement Period ("Pay Period Value"). The Settlement
7 Administrator shall then multiply the number of Qualifying Pay Periods for each Aggrieved
8 Employee by the Pay Period Value.

9 ii. Individual Settlement Payments shall be made by check and shall be
10 made payable to each Aggrieved Employee as set forth in this Settlement Agreement.

11 iii. Individual Settlement Payments shall be allocated as non-wage
12 penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS
13 Form 1099 to each Aggrieved Employee along with the Individual Settlement Payment.

14 iv. Individual Settlement Payment checks shall remain negotiable for
15 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check
16 remains uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator
17 shall distribute the value of the uncashed check to the State Controller's Unclaimed Property Fund
18 in the name of the Aggrieved Employee. In such event, such Aggrieved Employees shall
19 nevertheless remain bound by the Settlement.

20 b. Service Award. Subject to Court approval, Plaintiff shall be paid a Service
21 Award not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), or any lesser amount as
22 awarded by the Court, for his time and effort in bringing and presenting the Action, for releasing
23 his Released Claims. and for separately and individually releasing any other claims Plaintiff may
24 have against Released Parties which are not being litigated in the Action. Defendant shall not
25 oppose or object to Plaintiff's request for a Service Award in an amount not to exceed Seven
26 Thousand Five Hundred Dollars (\$7,500.00). The Service Award shall be paid to Plaintiff from
27 the Maximum Settlement Amount no later than ten (10) days after Defendant provides the
28 Settlement Administrator with the Maximum Settlement Amount. The Settlement Administrator

1 shall issue an IRS Form 1099 to Plaintiff for his Service Award. Plaintiff shall be solely and legally
2 responsible to pay any and all applicable taxes on his Service Award and shall hold harmless
3 Defendant, Plaintiff's Counsel, and Defense Counsel from any claim or liability for taxes, penalties,
4 or interest arising as a result of payment of the Service Award. The Service Award shall be made
5 in addition to Plaintiff's Individual PAGA Payment. Any amount requested by Plaintiff for the
6 Service Award and not awarded by the Court shall become part of the Net Settlement Amount and
7 shall be distributed to the LWDA and the Aggrieved Employees.

8 c. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel
9 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third of the
10 Maximum Settlement Amount, which amounts to Ninety Five Thousand Dollars (\$95,000.00). In
11 addition, Plaintiff's Counsel shall be entitled to an award of reasonable costs associated with
12 Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Twenty-Five Thousand
13 Dollars (\$25,000.00). Plaintiff's Counsel shall provide the Settlement Administrator with a
14 properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process
15 the Plaintiff's Counsel Award approved by the Court. Defendant shall not oppose or object to
16 Plaintiff's request for an award of attorneys' fees in an amount not to exceed Ninety Five Thousand
17 Dollars (\$95,000.00) and request for an award of reasonable costs not to exceed Twenty-Five
18 Thousand Dollars (\$25,000.00). In the event that the Court awards Plaintiff's Counsel less than
19 Ninety Five Thousand Dollars (\$95,000.00) in attorneys' fees and/or less than Twenty-Five
20 Thousand Dollars (\$25,000.00) in costs, the difference shall become part of the Net Settlement
21 Amount and shall be distributed to the LWDA and the Aggrieved Employees. Plaintiff's Counsel
22 shall be paid any Court-awarded attorneys' fees and costs no later than ten (10) days after
23 Defendant provides the Settlement Administrator with the Maximum Settlement Amount.
24 Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the
25 Plaintiff's Counsel Award. This Settlement is not conditioned upon the Court awarding Plaintiff's
26 Counsel any particular amount of attorneys' fees or costs. Outside of anything approved by the
27 Court for the Plaintiff's Counsel Award, the Parties shall bear their own attorney's fees, costs and
28

1 expenses incurred by them arising out of the Action and shall not be entitled to and shall not seek
2 reimbursement from each other for the same.

3 d. Settlement Administration Costs.

4 i. The Settlement Administration fees and expenses, which are
5 estimated not to exceed Six Thousand Dollars (\$6,000.00), shall be paid from the Maximum
6 Settlement Amount. The Parties agree to cooperate in the Settlement Administration process and
7 to make all reasonable efforts to control and minimize Settlement Administration Costs.

8 ii. The Parties each represent they do not have any financial interest in
9 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
10 that could create a conflict of interest.

11 iii. The Settlement Administrator shall keep the Parties timely apprised
12 of the performance of all Settlement Administrator responsibilities required by the Settlement. The
13 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
14 regulations in which the Maximum Settlement Amount shall be placed and from which payments
15 required by the Settlement shall be made.

16 39. Settlement Administration.

17 a. Mailing of Settlement Packets. Within ten (10) days of approval of the
18 Settlement by the Court, Defendant shall provide the Settlement Administrator with the Employee
19 Information for purposes of mailing the Settlement Packets to Aggrieved Employees. Upon receipt
20 of the Employee Information, the Settlement Administrator shall perform a search based on the
21 National Change of Address Database maintained by the United States Postal Service to update and
22 correct any known or identifiable address changes. Within ten (10) days of receiving the Maximum
23 Settlement Amount from Defendant as provided herein, the Settlement Administrator shall mail the
24 Settlement Packets to all Aggrieved Employees via regular First Class U.S. Mail. The Settlement
25 Administrator shall exercise its best judgment to determine the current mailing address for each
26 Aggrieved Employee. The address identified by the Settlement Administrator as the current
27 mailing address shall be presumed to be the most current mailing address for each Aggrieved
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Employee. The Parties agree that this procedure for notice provides the best notice practicable to Aggrieved Employees and fully complies with due process.

b. Undeliverable Settlement Packets. Any Settlement Packet returned to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address, and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose Settlement Packet was returned as non-deliverable, assuming another mailing address is identified by the Settlement Administrator.

c. Determination of Individual Settlement Payments. The Settlement Administrator shall determine the eligibility for, and the amount of, each Individual Settlement Payment under the terms of this Settlement Agreement.

d. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith and make use of the services of mediator Lisa Klerman, if necessary, to resolve the dispute without the necessity of involving the Court.

e. Accounting. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out.

f. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement Agreement.

g. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this Settlement.

40. Nullification of Settlement. In the event: (i) the Court does not enter the Judgment; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this

1 Settlement shall be treated as void from the beginning, and this Settlement Agreement and any
2 documents related to it shall not be used in any other civil, criminal, or administrative action against
3 Defendant or any of the other Released Parties. In the event an appeal is filed from the Judgment,
4 or any other appellate review is sought, administration of the Settlement shall be stayed pending
5 final resolution of the appeal or other appellate review. Any fees incurred by the Settlement
6 Administrator prior to it being notified of the filing of an appeal from the Judgment, or any other
7 appellate review, shall be paid by Defendant to the Settlement Administrator.

8 41. No Admission by Defendant. Defendant denies all claims alleged in this Action and
9 denies all wrongdoing whatsoever by Defendant. Neither this Settlement Agreement, nor any of
10 its terms and conditions, nor any of the negotiations connected with it, is a concession or admission,
11 and none shall be used against Defendant as an admission or indication with respect to any claim
12 of any fault, concession, or omission by Defendant. The Parties agree that this Settlement
13 Agreement shall not be admissible in this or any other proceeding as evidence that Defendant is
14 liable to Plaintiff or any Aggrieved Employee, other than according to the terms of this Settlement
15 Agreement.

16 42. No Publicity. Neither Plaintiff nor Plaintiff's Counsel shall publicize the terms of
17 this Settlement Agreement on any website, social medial outlet or any reporting service regarding
18 settlements and verdicts. Nothing in this clause shall prohibit Plaintiff's Counsel from disclosing
19 the fact and details of this Settlement Agreement in connection with motions to have it approved
20 or responding to inquiries from Aggrieved Employees about the Settlement Agreement.

21 43. Exhibits and Headings. The terms of this Settlement Agreement include the terms
22 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. The Exhibits to this Settlement Agreement are an integral part of the Settlement. The
24 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
25 convenience of reference only.

26 44. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
27 all proceedings in the Action, except such proceedings necessary to implement and complete the
28 Settlement and enter the Judgment.

1 45. Amendment or Modification. This Settlement Agreement may be amended or
2 modified only by a written instrument signed by counsel for all Parties or their successors-in-
3 interest.

4 46. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
5 the entire agreement between the Parties, and no oral or written representations, warranties, or
6 inducements have been made to Plaintiff or Defendant concerning this Settlement Agreement or its
7 Exhibits other than the representations, warranties, and covenants contained and memorialized in
8 this Settlement Agreement and its Exhibits. No other prior or contemporaneous written or oral
9 agreements may be deemed binding on the Parties.

10 47. Authorization to Enter into Settlement Agreement. Plaintiff's Counsel and Defense
11 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
12 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be
13 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute
14 any other documents required to effectuate the terms of this Settlement Agreement. The Parties,
15 Plaintiff's Counsel, and Defense Counsel shall cooperate with each other and use their best efforts
16 to effect the implementation of the Settlement. In the event that the Parties are unable to reach
17 agreement on the form or content of any document needed to implement the Settlement, or on any
18 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
19 Parties may seek the assistance of the Court and/or mediator Lisa Klerman to resolve such
20 disagreement. The person signing this Settlement Agreement on behalf of Defendant represents
21 and warrants that he or she is authorized to sign this Settlement Agreement on behalf of Defendant.
22 Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that
23 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.
24 Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his
25 rights, privileges, and duties under the Settlement Agreement, and that he enters this Settlement
26 Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity
27 to consult with his attorneys to explain the terms of this Settlement Agreement and the
28 consequences of signing this Settlement Agreement. Additionally, the Parties have cooperated in

1 the drafting and preparation of this Settlement Agreement. Hence, in any construction made of this
2 Settlement Agreement, the same shall not be construed against any of the Parties.

3 48. Binding on Successors and Assigns. This Settlement Agreement shall be binding
4 upon, and inure to the benefit of, the successors and assigns of the Parties.

5 49. California Law Governs. All terms of this Settlement Agreement and the Exhibits
6 hereto shall be governed by and interpreted according to the laws of the State of California, without
7 giving effect to any law that would cause the laws of any jurisdiction other than the State of
8 California to be applied.

9 50. Counterparts. This Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
11 instrument.

12 51. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
13 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
14 Settlement Agreement and all orders and judgments entered in connection therewith, and the
15 Parties, Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of the Court for
16 purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement
17 Agreement and all orders and judgments entered in connection therewith.

18 52. Invalidity of Any Provision. Before declaring any term or provision of this
19 Settlement Agreement invalid, the Parties request that the Court first attempt to construe the terms
20 or provisions valid to the fullest extent possible consistent with applicable precedents so as to define
21 all provisions of this Settlement Agreement as valid and enforceable.

22
23 Dated: Apr 28, 2023, 2023


Raul Carro (Apr 28, 2023 15:45 PDT)

Plaintiff Raul Carro

1 Dated: _____, 2023

2 Defendant West Coast Fire & Integration, Inc.

3 By: _____

4 Its: _____

5
6 Approved as to form and content:

7
8 Dated: May 1, 2023

MATERN LAW GROUP, PC

9
10 By: _____


MATTHEW J. MATERN
LAUNA ADOLPH
ELLIE D. GORALNICK
Attorneys for Plaintiff
RAUL CARRO

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14
15 Dated: _____, 2023

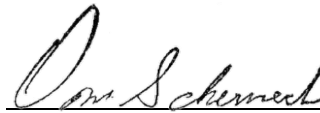
**WILSON, ELSER, MOSKOWITZ, EDELMAN
& DICKER LLP**

16
17 By: _____

DEAN A. ROCCO
Attorneys for Defendant
WEST COAST FIRE & INTEGRATION, INC.

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1 Dated: May 1, 2023



Defendant West Coast Fire & Integration, Inc.

By: Dan Scherneck

Its: President

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6 Approved as to form and content:

7
8 Dated: _____, 2023

MATERN LAW GROUP, PC

9
10 By: _____

MATTHEW J. MATERN
LAUNA ADOLPH
ELLIE D. GORALNICK
Attorneys for Plaintiff
RAUL CARRO

11
12
13
14
15 Dated: May 1, 2023

**WILSON, ELSER, MOSKOWITZ, EDELMAN
& DICKER LLP**

16
17 By: _____


DEAN A. ROCCO
Attorneys for Defendant
WEST COAST FIRE & INTEGRATION, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RAUL CARRO, individually and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

WEST COAST FIRE & INTEGRATION,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. CIVDS2015390

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

This is to notify you that you have been designated to receive a settlement award pursuant to the California Private Attorney General Act ("PAGA"), Labor Code § 2699, *et seq.*, in connection with your employment with West Coast Fire & Integration, Inc. ("WCF&I"). This settlement award arises from a lawsuit filed by plaintiff Raul Carro ("Plaintiff") against WCF&I in San Bernardino Superior Court, entitled *Carro v. West Coast Fire & Integration, Inc.*, Case No. CIVDS2015390

In the lawsuit, Plaintiff alleges that WCF&I violated California labor laws by failing to provide non-exempt employees meal and rest breaks, failing to pay minimum and overtime wages, failing to timely pay employees wages during employment and at the time of separation, failing to maintain accurate records of hours worked, failing to furnish accurate itemized wage statements, failing to reimburse business expenses, and other derivative claims, and sought civil penalties under PAGA on behalf of all current and former non-exempt employees of WCF&I in the State of California who were employed by WCF&I at any time between January 31, 2019 to March 3, 2023 (the "Settlement Period"). WCF&I denies any wrongdoing and all liability in the action but has agreed to settle the matter to avoid the expense and disruption of further litigation.

Enclosed please find a check in the amount of \$ [REDACTED], which may be cashed until [180 days from date of mailing]. Funds attributable to any uncashed check will be sent to the State Controller's Unclaimed Property Fund in the name of the employee. The amount of your settlement check is based on the number of pay periods you worked for WCF&I in California during the Settlement Period. The amount represents penalties and will be reported on an IRS Form 1099. If you have any questions regarding tax reporting or payment, you should contact a tax professional.

Under the terms of the Court-approved settlement, you have released WCF&I and related persons and entities of any and all claims for civil penalties under PAGA based on the factual allegations alleged in the notice letter Plaintiff sent to the LWDA on or about May 18, 2020, and the operative complaint, including failure to pay for all hours worked, including overtime and minimum wages; failure to provide meal periods; failure to pay one hour of premium pay when lawful meal periods were not provided; failure to provide rest periods; failure to pay one hour of premium pay when

lawful rest periods were not provided; failure to maintain accurate records of hours worked; failure to pay all wages due upon separation; failure to furnish accurate itemized wage statements; failure to maintain required records; and failure to indemnify employees for necessary business expenditures incurred in the discharge of duties, which arose during the Settlement Period. The Released Claims specifically include claims for penalties under PAGA arising from violations of Cal. Labor Code §§ 201, 202, 204, 210, 221, 223, 224, 226.7, 510, 512, 516, 558, 1174, 1194, 1197, 1198, 2802, and applicable IWC Wage Order (Wage Order 4).

If you have any questions regarding this award or the case, you may contact the Settlement Administrator:

[Provide CPT Contact Info]

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) is entered into by and between Raul Carro (“Plaintiff”) and West Coast Fire & Integration, Inc. (“Defendant”). The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from June 20, 2019 to April 24, 2020.

(b) On May 18, 2020, Plaintiff filed a notice with the Labor and Workforce Development Agency (“LWDA”) of his intent to assert claims against Defendant under the Private Attorneys General Act (“PAGA”). On July 24, 2020, Plaintiff filed a complaint against Defendant in San Bernardino Superior Court, *Raul Carro v. West Coast Fire & Integration, Inc.*, Case No. CIVDS2015390 alleging a claim for civil penalties under PAGA (the “Action”).

(c) There has been no determination on the merits of the Action, however the Parties intend to resolve the Action on a representative basis and, in connection therewith, Plaintiff intends to release any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined herein) as of the Effective Date (as defined below).

2. **Effective Date.** This Settlement Agreement shall be effective on the first date upon which all of the following events have occurred: (a) the Settlement Agreement has been fully-executed, (b) each of the Parties has received the original or a copy of the other Party’s signed Settlement Agreement, and (c) the occurrence of the “Effective Date” as that term is defined in the Settlement Agreement and Release of PAGA Claims (“PAGA Settlement”).

3. **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 the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

4. **Consideration/Indemnification For Tax Consequences.**

(a) Plaintiff understands and agrees that the payment of the “Service Award” (as defined in the PAGA Settlement) shall serve as consideration for the releases provided in this individual settlement agreement.

(b) Plaintiff understands and agrees that should the IRS, or any other taxing authority or other federal, state or local agency assert, argue or determine that any money received by or paid to Plaintiff pursuant to this Settlement Agreement is taxable wages, income or benefits of any kind, Plaintiff solely and individually will be responsible for the payment of any and all taxes, contributions from any of the Released Parties or withholdings including, but not limited to, any related interest, costs, penalties or other charges regardless of whether any of the Released

**CONFIDENTIAL SETTLEMENT AGREEMENT
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Parties should have withheld or paid such taxes or made such contributions (including Social Security or Medicare). Plaintiff will indemnify, reimburse and hold each of the Released Parties harmless for any and all taxes, contributions, withholdings, fees or interest owed or claimed to be owed or any penalties, fines or assessments that may be imposed on these amounts and assume any and all liability for all such taxes, contributions, fees, interest, penalties or fines assessed against the Released Parties. Plaintiff also will indemnify the Released Parties for any and all costs they incur as a result of any claim made by any federal, state or local agency to collect monies for taxes, penalties, costs, interest, fees or contributions that allegedly are owing as a result of the amounts paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

5. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section **Error! Reference source not found.** above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

6. **General Release of Claims.**

(a) Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Immigration Reform and Control Act;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- The California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Court Leaves Law – Cal. Lab. Code § 230;

**CONFIDENTIAL SETTLEMENT AGREEMENT
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- Those other provisions of the California Labor Code that lawfully may be released;
- Los Angeles AIDS-Based Discrimination Ordinance, Los Angeles Municipal Ordinance § 45.80 et seq.;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) Notwithstanding the foregoing, the Parties agree that this general release does not apply to any claims Plaintiff may have for worker's compensation benefits (except as to claims under Labor Code sections 132a and 4553), unemployment insurance or indemnification as provided by state law as well as any other claims that cannot lawfully be released.

(c) Notwithstanding the foregoing, the Parties also agree that this general release shall not apply to any vested benefits accrued by Plaintiff prior to the effective date of this Settlement Agreement under any compensation or benefit plans, programs and arrangements maintained by Defendant for the benefit of its employees and subject to ERISA or with respect to any other compensation and benefits set forth in this Settlement Agreement.

(d) If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the other Released Parties is a party.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code Section 1542, and

**CONFIDENTIAL SETTLEMENT AGREEMENT
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that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action and that Plaintiff presently is not a party to any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action.

(b) Plaintiff affirms that in the course of Plaintiff's employment with Defendant, Plaintiff has incurred no known workplace injuries or occupational diseases and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act or under the California Family Rights Act or disability accommodation laws.

(c) The Parties acknowledge that this Settlement Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency. To the extent permitted by law, Plaintiff agrees that if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) Plaintiff affirms that as of the date Plaintiff signs this Settlement Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend and hold Defendant harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with Defendant upon request with respect to any claim the CMS may make and for which Plaintiff is required to indemnify Defendant under this Section. Further, Plaintiff agrees to waive any and all future actions against Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

**CONFIDENTIAL SETTLEMENT AGREEMENT
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9. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff 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. Plaintiff and Plaintiff's Counsel agree that they solely are 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 actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

10. **Liens and Attorneys' Fees/Indemnification.**

(a) Plaintiff acknowledges that, except to the extent the PAGA Settlement made in connection with the Action allocates certain amounts for attorney's fees and costs, Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses or healthcare providers, each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses, and none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action including the services of the mediator of that dispute.

(b) Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers or other third parties to recover monies from the amounts payable to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

11. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term 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, excluding the general release language, 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 may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

**CONFIDENTIAL SETTLEMENT AGREEMENT
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12. **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.

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 Plaintiff or Defendant fails 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.

14. **Entire Agreement.** This Settlement Agreement, along with the settlement agreement releasing all claims, including representative claims under the Private Attorney General Act, in the Action sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement and the PAGA Settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION **Error! Reference source not found.** ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE EFFECTIVE DATE.

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

Executed on Apr 28, 2023, 2023


Raul Carro, 2023 15:46 PDT

Raul Carro

**CONFIDENTIAL SETTLEMENT AGREEMENT
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West Coast Fire & Integration, Inc.

Executed on _____, 2023

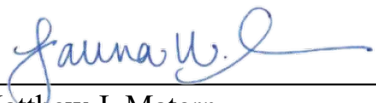
By: _____

Its: _____

Approved as to form and content.

MATERN LAW GROUP, PC

Executed on May 1, 2023



Matthew J. Matern
Launa Adolph
Ellie D. Goralnick

Attorney for Plaintiff

WILSON, ELSER, MOSKOWITZ
EDELMAN & DICKER, LLP

Executed on _____, 2023

Dean Rocco

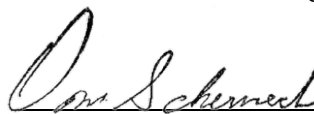
Attorney for Defendant

**CONFIDENTIAL SETTLEMENT AGREEMENT
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West Coast Fire & Integration, Inc.

Executed on May 1, 2023



By: Dan Scherneck

Its: President

Approved as to form and content.

MATERN LAW GROUP, PC

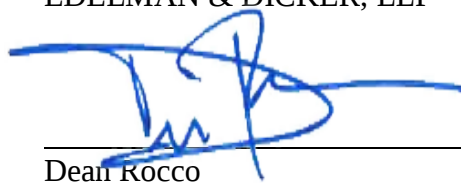
Executed on _____, 2023

Matthew J. Matern
Launa Adolph
Ellie D. Goralnick

Attorney for Plaintiff

WILSON, ELSER, MOSKOWITZ
EDELMAN & DICKER, LLP

Executed on May 1, 2023



Dean Rocco

Attorney for Defendant