

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Commercial Controls Corporation, a California corporation ("CCC") and Sergio Rogers ("Rogers"). CCC and Rogers shall be referred to collectively as the "Parties."

WHEREAS Rogers was employed by CCC as an hourly, nonexempt employee from on or about February 1, 2021, to on or about March 19, 2021;

WHEREAS Rogers claims that while employed by CCC, he was not compensated for all time that he worked, he was not paid overtime in accordance with law, that he did not receive at least minimum wages for all hours that he worked, that he was not provided with all required meal and rest periods required pursuant to California law, that his wage statements were not accurate and complete as required by California law, that CCC did not maintain accurate payroll records as required by California law, that he was not paid earned overtime wages, minimum wages, and meal and rest period premiums upon his discharge, that he was not reimbursed for a business related expenses incurred during his employment, that CCC engaged in unfair business practices and related claims and that he is entitled to unpaid wages, premiums, reimbursements, penalties and attorney's fees as provided by law ("Claims");

WHEREAS on or about June 4, 2021, Rogers notified the California Labor Workforce Development Agency of the Claims pursuant to California Labor Code § 2699, et seq. ("PAGA Claim");

WHEREAS on or about June 7, 2021 Rogers filed the document entitled "Class Action Complaint & Enforcement Action Under The Private Attorneys General Act, California Labor Code §§2698, Et Seq." ("Class Action Complaint") in the case entitled *Sergio Rogers, individually, and on behalf of other members of the general public similarly situated and as an aggrieved employee pursuant to the Private Attorney's General Act ("PAGA"), vs. Commercial Controls Corporation, a California corporation; and DOES 1 through 10, inclusive*, in the Superior Court of the State of California for the County of Los Angeles, Case No.21STCV21187 ("Lawsuit"). The Class Action Complaint alleges 10 causes of action as follows: (1) Violation of California Labor Code §§510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (3) Violation of California Labor Code §§ 226.7 & 512 (a) (Failure to Provide Meal Periods); (4) Violation of California Labor Code §226.7 (Failure to Provide Rest Periods); (5) Violation of California Labor Code §§ 226 (a), 1174(d) and 1198 (Non-Compliant Wage Statements and Failure to Maintain Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination); (7) Violation of California Labor Code §2802 (Unreimbursed Business Expenses); (8) Violation of California Labor Code, Pursuant to PAGA, §§2698, et seq; (9) Violation of California Business &

Professions Code §§17200, et seq. (Unlawful Business Practices); and (10) Violation of California Business & Professions Code §§17200, et seq. (Unlawful Business Practices);

WHEREAS the Class Action Complaint has not been served on CCC and CCC has not made an appearance in the Lawsuit;

WHEREAS CCC denies all of Rogers' Claims and denies that it has any liability in the PAGA Claim or the Lawsuit to Rogers or to any other existing or former employees who may be covered in the PAGA Claim or the Lawsuit;

WHEREAS CCC has provided Rogers' attorney with certain financial information relative to CCC to enable Rogers' attorney to evaluate CCC's ability to satisfy a judgment against it in the event Rogers is successful in the Lawsuit:

WHEREAS the Parties, wish to resolve Rogers' Claims, the Lawsuit and all other disputes between them not specifically exempted for the consideration provided for herein;

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Payment to Rogers.

a. Subject to Court approval, CCC agrees to pay Rogers the sum of Twenty-Three Five Hundred Thousand Dollars (\$23,500.00; "Settlement Funds"). Payment of the Settlement Funds shall be allocated and paid as follow: The sum of \$3,500 shall be for Rogers' wage related claims and shall be subject to applicable withholdings and made by check made payable Rogers. The sum of \$ 6,500 shall be for Rogers' claims for penalties, unreimbursed business expenses and non-wage related claims and made by check made payable to "Sergio Rogers." The sum of \$13,500 thousand and eight hundred dollars shall be for attorneys' fees (\$11,800) and costs (\$1,700) and shall be made payable to "Finkelstein & Krinsk, LLP". All three checks shall be sent to Rogers's attorney no later than Thirty (30) days from the Effective Date of this Settlement Agreement (date of court approval), provided that this Settlement Agreement is not revoked pursuant to section 5(g) below and CCC has been provided with an IRS Form W-4 from Rogers and a Form W-9 from Rogers' attorney.

b. CCC shall issue a Form W-2 to Rogers for the wage related payments and Forms 1099 to Rogers and his counsel with respect to the other payments.

2. Dismissal of the Lawsuit. Rogers agrees that upon receipt of the Settlement Funds, he will dismiss his individual claims with prejudice. He will dismiss all class claims and the Eighth Cause of Action (PAGA) without prejudice and will inform the California Labor Workforce Development Agency of the dismissal.

3. Class Action and Private Attorney General Action (PAGA) Claims.

Rogers is entering into this Settlement Agreement and settling the Claims and the Lawsuit on behalf of himself, alone. Rogers agrees that he will not initiate or participate in any future individual actions, class actions and/or representative actions against CCC or the Defendant Released Parties (as defined below), including but not limited to any actions brought under the California Labor Code, the California Private Attorneys General Act ("PAGA") and/or the California Industrial Welfare Commission Wage Orders, that relate in any way to his performance of labor for CCC, his status as an employee or independent contractor or any alleged wage and hour issues. Furthermore, in the event any such claims are raised by other former or existing employees of CCC as a Class Action or PAGA action in which Rogers might otherwise be included as a member, he agrees to waive his right to recover monetary damages or other recovery in any such action.

4. General Release. Rogers agree to the following release:

a. Rogers agrees to release CCC and its owners, officers, agents, employees, directors, attorneys and assigns ("Defendant Released Parties") of and from any and all claims, demands, cause or causes of action, rights, losses, damages, obligations, liabilities, personal injuries of any kind or character whatsoever, whether known, unknown, suspected or not suspected, at law or in equity or otherwise, that the he may now have or claim to have or to have acquired, or may hereinafter have or claim to have or have acquired, against Defendant Released Parties, by reason of any matter, thing, event, condition, fact, circumstance or transaction existing or occurring at any time up to and including the date of this Settlement Agreement, including, without limitation, claims for breach of express or implied contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in violation of public policy, defamation, invasion of privacy, intentional and negligent infliction of emotional distress, negligent misrepresentation, negligent hiring, negligent retention, and negligent supervision, claims alleging violations of the California Constitution, California Wage Orders, provisions of the California statutes governing payment of wages, hours of work and terms and conditions of employment, the California Fair Employment and Housing Act, the California Family Rights Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Consolidated Omnibus Budget Reconciliation Act, and all claims of any type arising out of or related to Rogers's employment with CCC, the termination of Rogers's employment with CCC, the Claims, the Lawsuit, attorney's fees that might be available under any state or federal statute, and any other matter.

b. CCC agrees to release Rogers and each of his respective dependents, heirs, successors, representatives, assigns, agents, and attorneys, past and present, and each of them, (collectively referred to as the "Plaintiff Released Parties"), from any and all claims, demands, promises, covenants, and causes of action of every kind and nature (including, without limitation, claims for damages, costs, and expenses and attorneys', experts' and accountants' fees and expenses), whether known or unknown, suspected or unsuspected, which they now own or hold or at any time heretofore have owned or held against the Plaintiff Released Parties, or any of them, arising out of, resulting from, or in any way related to any transaction, agreement, occurrence, act, or omission whatsoever occurring, existing, or omitted at any time before the Effective Date of this Agreement, including, without limiting the generality of the foregoing, those claims, demands, promises, covenants, and causes of action arising out of or related to Rogers or Plaintiff Released Parties' working relationship with CCC or Defendant Released Parties.

c. The Parties further agree to expressly waive and relinquish any of the rights and benefits that they might otherwise have or claim to have under the provisions of Section 1542 of the California Civil Code, which provides as follows:

**"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."**

d. The foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for, and the Parties expressly agree that the releases contained herein shall be given full force and effect in accordance with each and all of the expressed terms and provisions relating to unknown and unsuspected claims, demands and causes of action, if any. The Parties acknowledge that they may have sustained damages, expenses and losses that are presently unknown or not suspected, and that such damages, expenses and losses, if any, may give rise to additional claims for damages, expenses and losses in the future, which are not now anticipated by her. Nevertheless, the Parties acknowledge that this Settlement Agreement has been negotiated and agreed upon in light of this realization and, being fully aware of the situation, hereby expressly waive all rights that he may have under California Civil Code Section 1542, as well as under any other state or federal statute or common law principle of similar effect.

5. Waiver of Age Discrimination in Employment Act Rights. In addition, Rogers hereby knowingly and voluntarily waives any rights he may have pursuant to the Age Discrimination in Employment Act ("ADEA") as amended by the Older Workers' Benefit Protection Act of 1990 ("OWBPA") subject to the following conditions.

- a. This waiver is part of the Settlement Agreement;
- b. Rogers understands that he is waiving his rights to make any claim based upon age discrimination or any rights he may have pursuant to the ADEA or the OWBPA;
- c. The waiver of rights pursuant to this section applies only to rights or claims in existence before or at the time of the execution of this Settlement Agreement and does not apply to any rights or claims that may arise after the date the waiver is executed;
- d. This waiver is in exchange for consideration in addition to anything of value to which Rogers is already entitled;
- e. Rogers has been advised in writing to consult with an attorney prior to the execution of this Agreement, is represented by counsel in all matters relative to the Settlement Agreement, including this waiver, and has been advised by his counsel as to the legal effect of entering into the Settlement Agreement and this waiver;
- f. Rogers has been given sufficient time to consider this Settlement Agreement and specifically waives his right to be given twenty-one (21) days within which to consider this Settlement Agreement;
- g. Rogers shall have a period of seven (7) days following the execution of this Settlement Agreement to revoke this Agreement and it shall not become effective or enforceable until the revocation period has expired.
- h. This waiver applies only to Rogers and does not affect any other individual or any class, unit, or group of individuals; and
- i. Neither this Settlement Agreement nor the waiver of rights under the ADEA or OWBPA arises out of any bona fide employee benefit plan, voluntary early retirement incentive plan or any other exit incentive or other employment termination program.

6. Waiver of Fees and Costs. The Parties agree that they shall bear their own attorney's fees and costs and waive any such claim they may have against the other.

7. No Claims. Rogers represents and warrants that except for the Lawsuit and the PAGA Claim, he has not filed any complaint, charge or lawsuit against CCC or its Defendant Released Parties with any governmental agency or any court. Rogers agrees that he will not file any other complaints, charges, lawsuits or claims, whether known or unknown, against CCC or any Defendant Released Parties with any governmental agency

or court at any time in the future regarding events that occurred prior to Rogers's execution of this Settlement Agreement, and that if any such agency or court retains or assumes jurisdiction of any complaint, charge, lawsuit or claim against CCC or any of Defendant Released Parties on behalf of Rogers, Rogers will promptly ask such agency or court to withdraw, dismiss, terminate or otherwise close the matter.

8. No Transfers. Each party hereto warrants and represents that it has not heretofore assigned, transferred or encumbered any of the claims, demands, duties, liabilities, debts, obligations or causes of action, or any matter or portion thereof released hereunder, or which is the subject of this Settlement Agreement.

9. Legal Action. In any legal action or other proceeding brought to enforce or interpret any of the terms of this Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs incurred in connection therewith.

10. Time of the Essence. Time is of the essence in this Settlement Agreement with respect to all of the terms, provisions, covenants and conditions contained herein, including specifically, but not limited to, the payment of any monies or execution and delivery of any documents provided for herein.

11. Drafting. The Parties hereto agree that this Settlement Agreement has been jointly negotiated and drafted, that the order of the paragraphs has no significance, and that the language hereof shall be construed as a whole according to its fair meaning and interpretation, and not strictly for or against any of the Parties hereto.

12. Cooperation. Each party hereto agrees to take such further action and execute and deliver such further documents, and to give oath to or acknowledge before a notary public any documents reasonably deemed necessary or convenient by any party to implement the terms or intent hereof.

13. Survival. Notwithstanding anything to the contrary herein, all rights and obligations, representations and warranties created under or pursuant to this Settlement Agreement shall survive the execution and delivery of this Settlement Agreement, the releases contained herein, and the documents provided for herein.

14. No Admission of Liability. This Settlement Agreement is a settlement of disputed claims, and each of the Parties hereto agrees and acknowledges that nothing contained herein shall constitute or be deemed an admission of any fact or liability with respect to any claim, contention or cause of action that is the subject matter hereof.

15. Entire Agreement. This Settlement Agreement shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall

supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein concerning the subject matter hereof.

16. Binding Effect. This Settlement Agreement shall inure to the benefit of and be binding upon the successors in interest of each of the Parties hereto.

17. Amendments. This Settlement Agreement may not be released, amended or modified in any manner whatsoever, except in writing, signed by each of the Parties hereto.

18. Gender. All references herein to the singular or plural shall be deemed to refer to the other, as the context requires, and all references to the masculine, feminine or neuter shall refer to all of such genders, unless the context requires otherwise.

19. Governing Law. This Settlement Agreement shall be deemed to have been entered into and shall be construed and interpreted in accordance with the laws of the State of California.

20. Counterparts. This Settlement Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed an original and shall together constitute one and the same instrument which may be sufficiently evidenced by any one counterpart, and each of which shall be fully effective against all persons executing the same and all persons or entities claiming under them.

21. Captions. The captions of this Settlement Agreement are solely for the convenience of the Parties, do not compromise any part of this Settlement Agreement, and shall not be used to interpret or determine the validity of any provision hereof.

22. Authority. Each Party that is not a natural person hereto hereby represents and warrants that it has the power, authority and capacity to enter into and perform this Settlement Agreement, and the person signing on behalf of such Party represents and warrants that he is duly authorized to so act.

23. Confidentiality. The Parties agree that this Settlement Agreement (including its existence), and each of its terms and conditions, shall be confidential and shall not be disclosed by them or their attorneys to any third party without the prior written consent of the non-disclosing party, except as follows:

a. The Parties may disclose the terms of this Settlement Agreement to their spouses, to their legal or tax advisors as may be necessary to effectuate the terms of this Settlement Agreement, in legal proceedings to approve to the Settlement Agreement or to enforce the performance of another Party's obligations hereunder, where required by law, or as otherwise provided for in this Settlement Agreement;

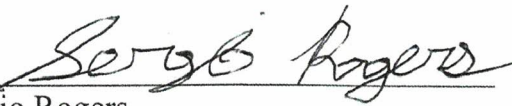
b. CCC may disclose the terms of this Settlement Agreement to its employees who will be implementing this Settlement Agreement, or who otherwise, in CCC's sole discretion, have a need to know.

24. Representation. All Parties to this Agreement have been represented by counsel of their own choosing and have been fully advised by their respective counsel and understand that by entering into this Settlement Agreement, they are waiving valuable rights and have created other rights and obligations and with that knowledge and understanding, freely enter into this Settlement Agreement.

25. Warranty re Information Provided. CCC, by and through its President Douglas Scripture, hereby warrants that the financial information it provided to Rogers' attorney to evaluate the financial condition of CCC was accurate to the best of its knowledge and belief.

IN WITNESS WHEREOF, this Settlement Agreement is entered into and shall be effective on the date that it is approved by the Court.

DATE: 08/04, 2021

  
Sergio Rogers

DATE: 08/04, 2021

Commercial Controls Corporation

By: \_\_\_\_\_  
Douglas Scripture, President

b. CCC may disclose the terms of this Settlement Agreement to its employees who will be implementing this Settlement Agreement, or who otherwise, in CCC's sole discretion, have a need to know.

24. Representation. All Parties to this Agreement have been represented by counsel of their own choosing and have been fully advised by their respective counsel and understand that by entering into this Settlement Agreement, they are waiving valuable rights and have created other rights and obligations and with that knowledge and understanding, freely enter into this Settlement Agreement.

25. Warranty re Information Provided. CCC, by and through its President Douglas Scripture, hereby warrants that the financial information it provided to Rogers' attorney to evaluate the financial condition of CCC was accurate to the best of its knowledge and belief.

IN WITNESS WHEREOF, this Settlement Agreement is entered into and shall be effective on the date that it is approved by the Court.

DATE: \_\_\_\_\_, 2021

\_\_\_\_\_  
Sergio Rogers

DATE: 8/2, 2021

Commercial Controls Corporation

By: \_\_\_\_\_  
Douglas Scripture, President