

CONFIDENTIAL PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made and entered into by and between Plaintiff John Poltz ("Poltz") on the one hand, and Defendants Desert Fire Extinguisher Co., Inc. ("DFE"), Michael Shayne ("Shayne"), Denise Gilbert ("Denise"), and Joshua Gilbert ("Joshua") (collectively, DFE, Shayne, Denise, and Joshua are referred herein as "Defendants"), on the other hand. Poltz and Defendants are referred to collectively as the "Parties" and, in the singular, as a "Party."

I. DEFINITIONS

1.1. "Action" means the Plaintiff's PAGA Lawsuit alleging wage and hour violations against Defendants captioned *John Poltz v. Desert Fire Extinguisher, et al.*, Case No.: CVRI2103037 initiated on July 7, 2021 and pending in the Superior Court of the State of California, County of Riverside.

1.2. "Aggrieved Employee" means a person employed by Defendants in California and previously classified as "fire extinguisher technicians working as independent contractors" who worked for Defendants during the PAGA Period.

1.3. "Aggrieved Employee Data" means allegedly Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, number of PAGA Pay Periods, and date(s) on which the Aggrieved Employee was converted from an independent contractor to employee.

1.4. "Aggrieved Employee Address Search" means the PAGA Counsel's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by PAGA Counsel with Aggrieved Employees.

1.5. "Court" means the Superior Court of California, County of Riverside.

1.6. "Defense Counsel" means FitzGerald & Mulé, LLP and the Law Offices of Michael R. Kaiser.

1.7. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.

1.8. "Gross Settlement Amount" means \$10,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, and the LWDA PAGA Payment.

1.9. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.10. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.11. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.12. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.13. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments and the LWDA PAGA Payment. The remainder is to be paid to Aggrieved Employees as the Individual PAGA Payments.

1.14. "PAGA Counsel" means the Law Office of Karen J. Sloat, APC.

1.15. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants as an independent contractor for at least one day during the PAGA Period.

1.16. "PAGA Period" means the period from July 6, 2020 to July 6, 2021.

1.17. "PAGA Notice" means Plaintiff's PAGA letter to Defendants and the LWDA.

1.18. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA Claim.

1.19. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement

1.20. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.19. "Plaintiff" means John Poltz, the named Plaintiff in the Action.

1.20. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.21. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.22. "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, and successors.

1.23. "Settlement" means the disposition of the PAGA Claim only in the Action effected by this Agreement and the Judgment.

II. RECITALS

WHEREAS, Poltz performed work for DFE at times between the period of October 2016 through December 2020; and

WHEREAS, Plaintiff initiated an individual action (i.e., the “Individual Claims” are claims 1 through 16 and 18) and a PAGA representative Complaint against Defendants currently pending in the Riverside County Superior Court designated as *John Poltz v. Desert Fire Extinguisher, et al.*, Case No.: CVRI2103037 alleging eighteen causes of action, including (1) Financial Elder Abuse; (2) Fraud; (3) Breach of Oral Contract; (4) Constructive Termination; (5) Retaliation – Labor Code § 98.6; (6) Intentional Infliction of Emotional Distress; (7) Failure to Pay Wages – Labor Code § 204

; (8) Unpaid Overtime Wages – Labor Code § 510; (9) Unpaid Premium Wages for 30 Minutes Duty-Free Meal Periods – Labor Code § 226.7; (10) Unpaid Premium Wages for 10 Minute Duty-Free Rest Breaks (Labor Code Section § 226.7); (11) Failure to Issue Wage Statements – Labor Code § 226 (a); (12) Failure to Keep Payroll Records – Labor Code § 1174(d); (13) Deficient Pay Penalties – Labor Code § 210; (14) Unreimbursed Business Expenses – Labor Code § 2802 (15) Waiting Time Penalties – Labor Code § 203 (16) Violation of Unfair Competition Law – Bus. & Prof. Code Section § 17200, et seq.; (17) California Private Attorneys General Act of 2004 – Labor Code §§ 2698, et seq. (the “PAGA Claim”); and (18) Age Discrimination – Government Code §§ 12940, et seq.; and

WHEREAS, the Second Amended Complaint is the operative complaint in the Action (“Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

WHEREAS, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely notice to Defendants and the LWDA by sending the PAGA Notice; and

WHEREAS, on November 30, 2022, the Parties participated in an all-day mediation presided over by Hon. Gail Andler (Ret.) and reached a settlement by the Parties’ Counsel in January 2023 of the Plaintiff’s Individual Claims; and

WHEREAS, Judge Andler was consulted regarding the Settlement of the PAGA Claim and agreed the gross settlement amount for the PAGA Claim on which the Parties agreed was reasonable; and

WHEREAS, the Parties believe, agree and Judge Andler agrees that the settlement of the PAGA Claim is fair, adequate, and reasonable, and was arrived by and through extensive, arms-length negotiations, taking into account all relevant factors, present and potential; and

WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff’s PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that Plaintiff has against Defendants or any persons or companies affiliated with Defendants; and

WHEREAS, this Agreement contemplates (i) entry of an Order approving the Agreement and the settlement described herein; (ii) Defendants’ payment of PAGA penalties, after approval of this Agreement by the Court to the LWDA and the Aggrieved Employees and (iii) the provision of time for the LWDA to serve any objections to the Agreement; and

NOW, THEREFORE, in consideration of the covenants and agreements contained in this document and the other valuable consideration described herein, the sufficiency of which is now acknowledged by all Parties, the Parties agree as follows:

III. AGREEMENT

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay ten thousand dollars and no/100 (\$10,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the Effective Date. The Gross Settlement Amount will be administered by PAGA Counsel without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. PAGA Counsel will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of ten thousand dollars (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.1.1. PAGA Counsel will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$ 2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.1.2. If the Court approves the PAGA Penalties for less than the amount requested, Plaintiff's Counsel will allocate the remainder to the Net Settlement Amount. PAGA Counsel will report the Individual PAGA Payments on IRS 1099 Forms.

IV. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimated there are 8 allegedly Aggrieved Employees who worked approximately a total of one hundred and eighty-eight (188) PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of executing this agreement, Defendants will deliver the Aggrieved Employee Data to the PAGA Counsel in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, PAGA Counsel must maintain the Aggrieved Employee Data in strictest confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to PAGA Counsel's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee

Data to PAGA Counsel, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. At no point will PAGA Counsel share the Aggrieved Employee Data with Plaintiff.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to PAGA Counsel no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, PAGA Counsel will mail checks for all Individual PAGA Payment and the LWDA PAGA Payment.

4.4.1. PAGA Counsel will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. PAGA Counsel will cancel all checks not cashed by the void date. Before mailing any checks, PAGA Counsel must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. PAGA Counsel must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, PAGA Counsel must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. PAGA Counsel need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. PAGA Counsel shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, PAGA Counsel shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.5. Tax Treatment for Individual PAGA Payments. Each Eligible Aggrieved Employee's Individual PAGA Payments will be apportioned as 100% penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

V. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's prefiling letter to the LWDA; Plaintiff does not release any aggrieved employee's claim for wages or damages.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to cooperate on an application or motion for approval of this settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a

declaration from PAGA Counsel attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected PAGA Counsel to serve as the Administrator and verified that as a condition of appointment, PAGA Counsel agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement. PAGA Counsel represents that it will not use any information obtained in the capacity as Administrator of this Settlement for any purpose other than administering the Settlement.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. PAGA Counsel has a duty to perform or observe all tasks to be performed or observed by PAGA Counsel contained in this Agreement or otherwise.

VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are eight (8) Aggrieved Employees who worked a total of one hundred and eighty-eight (188) Pay Periods during the PAGA Period.

IX. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

X. ADDITIONAL PROVISIONS

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors, etc. This Agreement will be binding upon and inure to the benefit of, the successor's heirs, assigns and representation of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after PAGA Counsel discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to PAGA Counsel's payment of all settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the

third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: The Law Office of Karen J. Sloat, APC, 42-600 Caroline Court, Palm Desert, CA 92201

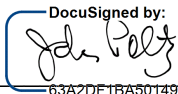
To Defendants: FitzGerald & Mulé, LLP, 74-770 Highway 111, Suite 205, Indian Wells, CA 92210, and the Law Offices of Michael R. Kaiser, 801 E.Tahquitz Canyon Way, #101, Palm Springs, CA 92262

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign or PDF), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

I, having read the foregoing PAGA Settlement Agreement and knowing the contents thereof, am effecting this settlement and executing this release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 2/6/2023


John Poltz

Dated: _____

Michael Shayne

Dated: _____

Denise Gilbert

Dated: _____

Joshua Gilbert

Dated: _____

third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: The Law Office of Karen J. Sloat, APC, 42-600 Caroline Court, Palm Desert, CA 92201

To Defendants: FitzGerald & Mulé, LLP, 74-770 Highway 111, Suite 205, Indian Wells, CA 92210, and the Law Offices of Michael R. Kaiser, 801 E. Tahquitz Canyon Way, #101, Palm Springs, CA 92262

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I, having read the foregoing PAGA Settlement Agreement and knowing the contents thereof, am effecting this settlement and executing this release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: _____

John Poltz

Dated: 02/07/2023

Michael Shayne

Dated: 2-7-23

Denise Gilbert

Dated: 02/07/23

Joshua Gilbert

Dated: 02/07/2023

Michael Shayne

On Behalf of Desert Fire Extinguisher Co.,
Inc.

Name: Michael Spayne

Title: President