

PAGA SETTLEMENT AGREEMENT AND LIMITED RELEASE

This PAGA Settlement Agreement and Limited Release (the "PAGA Agreement") is entered into by and between Don Carlon ("Plaintiff"), on the one hand, and Valley Industrial X-Ray and Inspection Services, Inc. ("Valley" or "Defendant"), on the other hand.

RECITALS

- A. Plaintiff was employed by Defendant.
- B. Disputes exist concerning Plaintiff's employment with Defendant and Defendant's provision of employment documents to Plaintiff during and after his employment.
- C. Plaintiff filed a lawsuit against Defendant: *Carlon v. Valley Industrial X-Ray and Inspection Services, Inc.*, Superior Court for the State of California, County of Kern, Case No. BCV-15-101776 (the "Action").
- D. The Action includes claims under the California Private Attorney General Act, California Labor Code sections 2698 *et seq.* ("PAGA").
- E. The Parties desire to compromise, settle, and release the PAGA claims set forth in the Lawsuit.
- F. The Parties understand and agree that this PAGA Agreement constitutes a compromise of Plaintiff's individual PAGA claims only, and as such, that it will not prejudice the rights of any other employees of Defendant to make a claim or claims under the PAGA, whether identical to or different from those set forth by Plaintiff in the Lawsuit. It is the desire and intention of the Parties to completely settle and finally resolve the PAGA claims of Plaintiff alone. Nothing herein is intended to nor shall have any effect on the claim or claims (if any) of any similarly situated individuals.
- G. The Parties believe and agree that the PAGA Settlement herein provides for a fair, adequate, and reasonable resolution of the Plaintiff's individual PAGA claims,

and have arrived at the settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

H. The Parties have stipulated to a Court Order Approving the PAGA Settlement Under Labor Code Private Attorneys General Act of 2004 pursuant to California Labor Code section 2699(1)(2) (the "Stipulated Order"), and this PAGA Agreement is conditioned on the Court approving that stipulation and executing the order proposed therewith.

AGREEMENT

In consideration of the above recitals, the covenants and agreements contained herein, and other good and valuable consideration, Plaintiff and Defendant agree to the settlement of the Action under the following terms and conditions:

1. Non-Admission of Liability or Wrongdoing. It is understood and agreed that this is a compromise settlement of disputed claims, or potential disputed claims, and the furnishing of the consideration for this Agreement shall not be deemed or construed as an admission of liability, responsibility or wrongdoing by Defendant for any purpose. It is further agreed and understood that this Agreement is being entered into solely for the purpose of avoiding further expense and inconvenience from defending the Action. Defendant expressly denies that it ever engaged in any wrongdoing in relation to this matter, and expressly denies liability for any and all claims alleged by Plaintiff.

2. Effective Date. The effective date of the release of Plaintiff's PAGA claims under this PAGA Agreement shall be the date on which the Court approves the Stipulated Order.

3. Dismissal of Action. Plaintiff agrees to execute and file, within 10 days of the execution of this Agreement by all parties, a Request for Dismissal of the entire Action, along with the Stipulated Order. The Request for Dismissal shall be with prejudice as to Plaintiff, and without prejudice as to any other putative plaintiffs or allegedly similarly situated employees of Defendant.

4. Limited Release. Except for the agreements and obligations set forth herein, Plaintiff hereby releases and forever discharges Defendant and each of its successors, owners, assigns, related parents, subsidiaries, and/or affiliate corporations, partnerships, or other related business entities, present and former board members, officers, directors, shareholders, partners, agents, employees, distributors, representatives, attorneys, and insurers (collectively the “Released Parties”), from any and all claims seeking civil penalties under the California Labor Code predicated on the PAGA Claims asserted or that could have been asserted in this Action.

5. Consideration. In exchange for the Limited Release above, Defendant agrees to waive any costs or fees to which it was or might have been entitled in this Action.

6. Court Approval. Should the Court not approve the Stipulated Order, the Parties shall request leave and work jointly to amend this PAGA Agreement and the Stipulated Order to obtain the Court’s approval.

7. Binding Effect. This PAGA Agreement, and the Settlement and Limited Release described herein, shall be binding upon and inure to the benefit of the respective parties hereto. The PAGA Agreement shall not bind nor prejudice the rights of other current or former employees of Defendant to make claims under the PAGA, including but not limited to, claims identical to those set forth in this Action.

8. Enforcement. The parties agree that, in the event a suit is instituted to enforce any of the rights or obligations arising herefrom, the prevailing party in such litigation shall be entitled to such reasonable attorney fees and court costs as may be fixed by any duly appointed arbitrator or court of competent jurisdiction.

9. Government Proceedings. Notwithstanding anything to the contrary in this Agreement, this release does not constitute a release or waiver of Plaintiff’s right to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board

("NLRB"), or any other governmental entity with jurisdiction to regulate employment conditions or relations; however, Plaintiff does release and relinquish any right to receive any money, property, or any other thing of value, or any other financial benefit or award, as a result of any proceeding of any kind or character initiated or brought against the Release Parties by the EEOC, the NLRB, or any other governmental entity with jurisdiction to regulate employment conditions or relations.

10. Voluntary Agreement. The undersigned parties acknowledge that they have entered into this Agreement voluntarily, without coercion and based upon their own judgment and not in reliance upon any representation or promise made by any other party other than those contained herein. The parties have read this Agreement, and they are fully aware of its contents and of its legal effect and all waivers herein are knowing and voluntary.

11. Modification. This Agreement may not be amended or modified in any respect, except by a writing duly executed by all the parties hereto or their authorized representatives.

12. Cooperation. Each of the parties signing this Agreement warrants and represents that he/she/it shall execute and deliver any and all instruments, agreements, documents or other writings, and shall perform all other acts necessary to effect the terms and purposes of this Agreement.

13. Each Party to Bear Own Attorney Fees and Costs. Except as expressly provided in this Agreement, the parties to this Agreement shall bear their own costs and attorney fees in connection with the Action and the preparation of this Agreement.

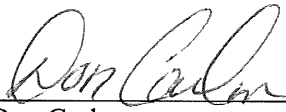
14. Severability. The parties have attempted to create an Agreement that is lawful and enforceable in all respects. Should any provision of this Agreement or any portion thereof be declared or determined to be illegal, invalid, void, or otherwise unenforceable, such invalidity shall not affect the enforceability of the remaining terms hereof. Moreover, in the event that any term hereof is found or deemed to be illegal or

otherwise invalid and unenforceable, the parties shall attempt to negotiate a valid new provision concerning the same subject matter.

15. Execution of Counterparts. This Agreement may be executed in one or more counterparts, or duplicates of originals, and by fax, all of which, taken together, shall constitute one and the same instrument.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

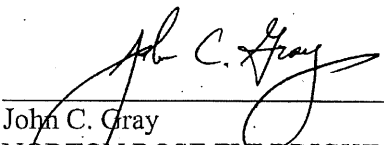
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the following days and year.

Dated: 11-16-2016 By: 
Don Carlon

Dated: 11-28-2016 By: 
Stacy Gross for
VALLEY INDUSTRIAL X-RAY AND
INSPECTION SERVICES, INC.

Approved as to form:

By: 
Vladimir J. Kozina
MAYALL HURLEY P.C.
Attorneys for Plaintiff

By: 
John C. Gray
NORTON ROSE FULBRIGHT US LLP
Attorneys for Defendant