

SETTLEMENT AGREEMENT

Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil Rights Division (collectively "the State"), filed a Complaint in the Superior Court of Arizona, Maricopa County, against SW General, Inc., a subsidiary of Rural/Metro Corporation d/b/a Southwest Ambulance ("Defendant") alleging that Defendant engaged in national origin discrimination and retaliation against Nairi Cornejo ("Plaintiff-Intervener") in violation the Arizona Civil Rights Act ("ACRA"), A.R.S. §§ 41-1463, -1464. Plaintiff-Intervener file a Motion to Intervene which was granted by the superior court and a Complaint in Intervention alleging violations of the ACRA and violations of 42 U.S.C. § 1981. On February 17, 2009, Defendant filed a notice of removal removing this case to the United States District Court. Defendant has denied the allegations made by the State and Plaintiff-Intervener.

The State, Plaintiff-Intervener and Defendant (collectively "the Parties") desire to resolve the issues raised by the Complaint, without the time, expense and uncertainty of further contested litigation. The Parties expressly acknowledge that this Settlement Agreement is the compromise of disputed claims and that there was no adjudication of any claim. The Parties further acknowledge that Defendant has not admitted nor does it now admit the truth of any claim or liability for any claims made in the Complaint filed in this matter, or otherwise alleged by the State in this lawsuit. Notwithstanding their non-admission of liability, Defendant agrees to be bound by this Settlement Agreement and not to contest that it was validly entered into in any subsequent proceeding to implement or enforce its terms. The Parties, therefore, have consented to the terms of this Settlement Agreement, waiving trial, findings of fact, and conclusions of law. The parties agree to the following:

I

This Settlement Agreement resolves all issues and claims set forth in the State's Complaint filed in this case. This Settlement Agreement also resolves issues and claims relating to acts and practices to which this Settlement Agreement is directed.

II

The Plaintiff-Intervener and Defendant have reached a separate settlement agreement which reflects the terms of settlement between the Plaintiff-Intervener and Defendant resolving issues and claims alleged by the Plaintiff-Intervener.

III

Defendant shall not retaliate against any person in any way for that person's opposing any practice that is unlawful under these laws, as well as making a charge, testifying, assisting or participating in the administrative process of the Arizona Attorney General's Civil Rights Division and/or the Equal Employment Opportunity Commission.

IV

Defendant agrees to comply fully with the provisions of the Arizona Civil Rights Act (A.R.S. § 14-1401, et seq., as amended) and that all Defendant's employment practices, including Defendant's hiring processes, and the terms, conditions and privileges of employment by Defendant shall be conducted and maintained in a manner which does not discriminate on the basis of race, national origin, color, disability, sex, religion, genetic testing or age.

V

Within 90 days of the effective date of this Settlement Agreement, Defendant will confirm in writing to the Division the following:

(a) Defendant has revised Paragraph 13 of its policy entitled Harassment Policy, Policy Number: A.10 (rev. 01/01/2002) to read: "Any employee who behaves in a retaliatory manner towards an employee who has opposed any discriminatory policy or practice prohibited under the law, reported a complaint under this policy, or participated in the investigation of a complaint will be subject to disciplinary action, up to and including discharge."

(b) Defendant has deleted Paragraph 12 from its policy entitled Harassment Policy, Policy Number: A.10 (rev. 01/01/2002) which currently reads: "If a claim is found groundless, the reporting employee may be subject to corrective action, up to and including discharge."

Within 90 days of the effective date of this Settlement Agreement, Defendant agrees to provide a copy of Policy Number A.10 reflecting the above revisions to Michael M. Walker, Assistant Attorney General (“AAG Walker”), Arizona Attorney General’s Office, 1275 West Washington Street, Phoenix, Arizona 85007, or his successors, for the Division’s review.

VI

Defendant represents and warrants that Robert Boyer has, since February 2008, received training on employment discrimination and prohibitions against discrimination.

VII

The Defendant and the State shall bear their respective attorneys’ fees and costs incurred in this action up to the date of entry of this Settlement Agreement. In any action brought to assess or enforce Defendant’s compliance with the terms of this Settlement Agreement, the Court in its discretion may award reasonable costs and attorneys’ fees to the prevailing party.

VIII

Subject to Defendant complying with the terms of this Settlement Agreement, the State releases all claims against Defendant that were or could have been alleged in its lawsuit styled *State of Arizona, et al., v. SW General, Inc., a subsidiary of Rural/Metro Corporation d/b/a Southwest Ambulance*, Case No. CV 09-317-PHX-DGC (hereinafter “the litigation”).

IX

This Agreement will not become effective until it has been reviewed and signed by a Division representative and will not be executed by a Division representative until the Plaintiff-Intervener and Defendant have confirmed that they have executed a separate Settlement Agreement. Upon execution of this Agreement, and the Settlement Agreement between the Plaintiff-Intervener and Defendant, the Parties will execute a joint stipulation of dismissal with prejudice, each side to bear its own fees and costs, subject to compliance with paragraph V of this Agreement.

X

This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

XI

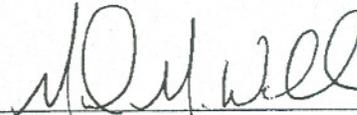
The State and Defendant represent that they have read this Agreement in its entirety, have had an opportunity to consult with counsel of their own choice, are satisfied that they understand and agree to all of its provisions, and have freely signed the Agreement without coercion. Defendant further warrants that the undersigned for Defendant has the authority to sign this Agreement on behalf of the Defendant and to bind Defendant to each of the terms of this Settlement Agreement.

XII

This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of the parties hereto. Each party has a duty to inform any successor-in-interest of the obligations of this Agreement.

TERRY GODDARD
Attorney General

6/4/09
Date

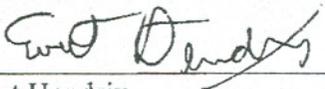
By 
Michael M. Walker
Assistant Attorney General
Arizona Attorney General's Office
Civil Rights Division
1275 W. Washington Street
Phoenix, Arizona 85007

Date

5/29/09
Date

Nairi Cornejo

SW GENERAL, INC., a subsidiary of
Rural/Metro Corporation d/b/a Southwest
Ambulance

By 

Evert Hendrix
Its Director of Human Resources for the
Southwest Region

06-03-09

Date

Nairi Cornejo

Nairi Cornejo

SW GENERAL, INC., a subsidiary of
Rural/Metro Corporation d/b/a Southwest
Ambulance

Date

By

Evert Hendrix
Its Director of Human Resources for the
Southwest Region

Rural/Metro
Ambulance