SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made by and between, on the one hand, plaintiffs LAGARION BROWN, ROY JACKSON, YAPHETT SAUNDERS, ISAAC SAUNDERS, HAKEEM ALLAMBIE, and NICHLON GARRETT, on behalf of themselves and others similarly situated ("**Plaintiffs**" or "**Class Representatives**") and, on the other, TETRA TECH, INC., and JESCO ENVIRONMENTAL AND GEOTECHNICAL SERVICES, INC. (collectively, "**Defendants**") (Plaintiffs and Defendants collectively "**the Parties**"). The Parties hereby agree to the following Settlement, which if approved by the Court resolves the pending case: United States District Court, Eastern District of California, Case No. 2:20-CV-01133-JAM-DMC (the "**Action**" or "**Lawsuit**").

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "**Claims**" means all lawsuits, arbitrations, causes of action, complaints, obligations, demands, liabilities, or claims of any kind, whether in law or in equity, known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated, by Releasing Parties.

B. "**Class**" means all non-exempt employees of JESCO Environmental and Geotechnical Services, Inc. who worked on projects subcontracted by Tetra Tech between June 3, 2016 and May 1, 2022 (which timeframe is referred to as the "**Class Period**"), consisting of the following subsets:

1. All persons who were employed by JESCO Environmental and Geotechnical Services, Inc. as non-exempt employees in California and who worked on projects subcontracted by Tetra Tech, Inc. at any time between June 3, 2016, and May 1, 2022 ("**Rule 23 Class**" and the respective timeframe is the "**Rule 23 Class Period**"); and

2. All persons who were employed by JESCO Environmental and Geotechnical Services, Inc. as non-exempt employees in California and who worked on projects subcontracted by Tetra Tech, Inc. at any time between May 11, 2019 to May 1, 2022 ("**PAGA Class**" and the respective timeframe is the "**PAGA Period**"); and

3. All persons who were employed by JESCO Environmental and Geotechnical Services, Inc. as non-exempt employees in the United States and who worked on projects subcontracted by Tetra Tech, Inc. at any time between June 3, 2017 and May 1, 2022, or preliminary approval of the settlement, whichever is sooner ("**FLSA Collective**" and the respective timeframe is the "**FLSA Period**").

C. A "**Class Member**" is an individual belonging to one or more of the three subsets defined above in section I.B. The total number of employees covered by this agreement is estimated not to exceed 230 and the number of workweeks is estimated not to exceed 4,381.

D. “**Class Counsel**” means Mallison & Martinez.

E. “**Class Counsel Fees Payment**” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys’ fees and litigation expenses incurred in connection with the Lawsuit, including their pre-filing investigation, their filing of the Lawsuit and all related litigation activities, this Settlement, and all post-Settlement compliance and approval procedures.

F. “**Class Notice**” means the Notice of Proposed Settlement of Class Action Lawsuit, which will be submitted by Plaintiffs along with the Motion for Preliminary Approval.

G. “**Class Notice Packet**” means the Class Notice, which will be submitted by Plaintiffs along with the Motion for Preliminary Approval.

H. "**Class Representative**" means any or all of the named plaintiffs to this action LAGARION BROWN, ROY JACKSON, YAPHETT SAUNDERS, ISAAC SAUNDERS, HAKEEM ALLAMBIE, and NICHLON GARRETT, as well as any other plaintiffs made party to the action prior to Preliminary Approval of the Settlement.

I. “**Class Representative Payments**” means the payments made to the Class Representatives to compensate them for initiating the Lawsuit, performing work in support of the Lawsuit, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit. Defendants will not object to Plaintiffs’ request for Court approval of the Class Representative Payments of up to $10,000 to each Plaintiff.

J. “**Defense Counsel**” means Damien P. DeLaney of Akerman LLP and Kate Roberts of Sidley Austin LLP.

K. “**Court**” means the United States District Court, Eastern District of California.

L. “**Defendants**” means TETRA TECH, INC. and JESCO ENVIRONMENTAL AND GEOTECHNICAL SERVICES, INC.

M. “**Effective Date**” of this Settlement Agreement shall mean seven (7) calendar days after *all* of the following conditions have been satisfied:

1. Execution of this Settlement Agreement by all Parties, Class Counsel and Defense Counsel.

2. Submission of this Settlement Agreement to the Court, along with appropriate motions and requests for approval of this Settlement Agreement by the Court.

3. Preliminary Approval of the Settlement by the Court.

4. Mailing of the Class Notice Packet to the Class Members in accordance with the Court's Order of Preliminary Approval.

5. Expiration of the date by which Class Members must submit a completed Election Not to Participate in Settlement form, as stated in the Class Notice.

6. A Final Approval Hearing, and entry of a written final order by the Court approving this Settlement Agreement and entering final judgment with respect to the Lawsuit, *provided that* there are no class member objections to the Settlement Agreement made prior to or at the Final Approval Hearing.

   a. In the event a Class Member (other than a Class Representative) has objected to the Settlement in accordance with Rule 23(e)(5), then the Effective Date shall be the later of the following events:

      (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed following entry of the Court's final order approving this Settlement (the "Final Approval Order") and no appeal has been taken contesting the Final Approval Order; or

      (ii) if any appeal has been filed contesting this Settlement and/or the Final Approval Order, then the date which is thirty (30) days after any appeal opposing or contesting this Settlement and/or Final Approval Order has been dismissed finally and conclusively with no right to pursue similar remedies or relief, or any appeal has been resolved to uphold the Final Approval Order.

   b. The Parties agree to waive any appeals to the Court's Final Approval Order, if entered, as set forth in section III.E.3.

N. "**Final Approval Hearing**" means the Hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Agreement.

O. "**Gross Settlement Amount**" means the amount of $600,000. The Gross Settlement Amount is the maximum total amount that Defendants are obligated to pay for any and all purposes under this Agreement, inclusive of attorneys' fees and litigation costs, third party settlement administration fees, payment of up $50,000 for the PAGA claims (75% to the LWDA, 25% to PAGA Class

Members), all payments/awards to the Settlement Class including the Net Settlement Amount, and Representative Service Payments (*except that* Defendants will be separately liable for the employer's share of payroll taxes incurred as a result of the payment of settlement funds allocated to wages).

P. "**Final Approval Order**" means an order finally and unconditionally granting final approval of this Settlement Agreement, entering final judgment of dismissal with respect to the Lawsuit, and authorizing payments to the Settlement Administrator, the Participating Class Members, Plaintiff, the LWDA, and Class Counsel as provided in this Settlement Agreement.

Q. "**Judgment**" means the Order of Final Judgment of Dismissal entered by the Court. The Parties will draft and submit a proposed Final Judgment of Dismissal to the Court along with the Motion for Final Approval in the Lawsuit.

R. "**Net Settlement Amount**" means the Gross Settlement Amount of $600,000 to be paid by Defendants pursuant to this Settlement, less (i) the Class Representative Payments, as described in this Agreement and approved by the Court; (ii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, as described in this Agreement and approved by the Court; (iii) the payment to the LWDA, as described in this Agreement and approved by the Court; (iv) the Settlement Administrator's reasonable fees and expenses, as described in this Agreement and approved by the Court; and (v) any other fees or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing dismissal of the Lawsuit as awarded by the Court.

S. "**Non-Participating Class Member**" means a Class Member who timely requests exclusion from the Settlement or who does not opt into the FLSA Collective pursuant to section III.E.2.d below.

T. "**Obligations**" means all obligations, duties, liabilities, agreements, promises, damages, costs, penalties, interest, fees (including without limitation attorney's fees), losses, expenses, and debts of any kind or nature whatsoever, whether known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated, by the Releasing Parties.

U. "**PAGA Payment**" refers to a payment of up to $50,000 of the Gross Settlement Amount that will be allocated to the resolution of PAGA Class Members' claims arising under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code §§ 2698, et seq., "PAGA"). Of this amount seventy-five percent (75%) is payable to the LWDA and twenty-five percent (25%) of which will revert to the PAGA Class Members as part of the Gross Settlement Amount.

V. "**Participating Class Member**" means a Rule 23 Class Member who does not timely request exclusion from the Settlement, an FLSA Collective Member who opts into the FLSA Collective pursuant as per section III.E.2.d below, and all PAGA Class Members.

W. "**Preliminary Approval of the Settlement**" means the Court's Order preliminarily approving the Settlement.

X. "**Settlement**" means the disposition of the Lawsuit and all related claims as detailed in, and to be effectuated by, this Agreement.

Y. "**Settlement Administrator**" means the responsible settlement administrator proposed by the Parties and appointed by the Court to provide notice of this proposed Class Action Settlement to the Class and to perform other related functions to administer the Settlement as described herein.

Z. "**Settlement Share**" means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

A. The Class Representatives filed a putative Class Action Complaint in the United States District Court, Eastern District of Sacramento, on June 3, 2020. The operative Second Amended Complaint, filed on October 23, 2020, includes the following claims: (1) violations of the Fair Labor Standards Act, (2) failure to pay contractual wages, (3) failure to pay California minimum wages, (4) failure to pay California overtime/doubletime wages, (5) failure to provide timely and complete meal periods or pay additional wages in lieu thereof, (6) failure to provide timely and complete rest periods or pay additional wages in lieu thereof, (7) failure to reimburse employees for necessary business expenditures, (8) failure to pay wages of terminated or resigned employees, (9) knowing and intentional failure to comply with itemized wage statement provisions, (10) violation of the Unfair Competition Law, and (11) a claim under the Private Attorneys General Act, Labor Code §§ 2698, et seq., based on the foregoing.

B. In connection with the Lawsuit, Defendants produced documents, including payroll and timekeeping records for Class Members during the Class Period. Class Counsel engaged in extensive review of these records in advance of and for purposes of mediation.

C. On February 1, 2022, the Parties participated in a mediation with mediator Jeff Krivis and reached a memorandum of understanding on terms to resolve the Lawsuit. This Agreement replaces any other agreements, understandings, or representations between the Parties, and is fully admissible to prove the terms and conditions of the Settlement.

D. Class Counsel represents it has conducted a thorough investigation into the facts of the Lawsuit. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel and the Class Representatives are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, or that Class Counsel anticipates could be raised by Defendants, and potential appellate issues.

E. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in or related in any way to the Lawsuit. In order to achieve a full and complete release of the released persons, the Class, including Plaintiffs and each Class Member, acknowledge that this Settlement is intended to include and resolve all claims arising from or related to the Lawsuit as more fully set forth in this Agreement.

F. This Agreement represents a compromise and Settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in Plaintiffs' Lawsuit have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Lawsuit have merit. Defendants deny each and all of the claims alleged by Plaintiffs in the Lawsuit. Nevertheless, Defendants have taken into account the uncertainty and risks inherent in any litigation and have also concluded that further defense of the Lawsuit would be protracted and expensive. Defendants, therefore, have determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in consideration for Settlement of the Lawsuit and the release of claims of the Class, Defendants agree to pay or cause to be paid the Gross Settlement Amount as defined above. Any Class Representative Payment, Class Counsel Fees and Litigation Expenses payments, payments to the Labor & Workforce Development Agency (LWDA), Participating Class Members' Settlement Shares, and the Settlement Administrator's reasonable fees and expenses in administering the Settlement, as approved by the Court, shall be deducted from the Gross Settlement Amount. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement, and none of it will revert to Defendants. The Gross Settlement Amount shall be paid into a Qualified Settlement Fund ("QSF") created by the Settlement Administrator within ten (10) business days after the Effective Date. The Settlement Administrator shall handle such monies pursuant to the terms of the Settlement.

1. **Maximum Amount Paid**. The Gross Settlement Amount is the maximum total amount that Defendants are obligated to pay for any and all purposes under this Agreement, except that Defendants will be required to pay their share of any payroll taxes in addition to the Gross Settlement Amount.

2. **Timing of Provision of Settlement Shares and Other Payments.** Subject to the terms of this Agreement, Defendants shall pay the entire Gross Settlement Amount into the QSF within ten business (10) days after the Effective Date.

3. **Effect of Nonpayment by Defendants.** If Defendants do not pay into the QSF as provided above, Class Counsel and Defense Counsel agree to meet and confer in an attempt to secure prompt payment and to preserve the intent of this Agreement. Payment is a material term to this Agreement and failure to timely pay within 30 days of the time set forth in section III.A.2 is a breach which makes this Agreement voidable by Plaintiffs *provided that* Plaintiffs first attempt in good faith to participate in meet and confer discussions provided in this section and are unsuccessful in obtaining prompt payment within 30 days of the time set forth in section III.A.2.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount subject to timing as directed by counsel for the Parties and/or the Court:

1. **To the Class Representatives:** In addition to the amounts determined to be due to Plaintiffs as Participating Class Members under this Settlement Agreement, the Class Representatives/Plaintiffs will apply to the Court for the Class Representative Payments of up to $10,000 to each Class Representative, to be paid out of the Gross Settlement Amount promptly upon receipt by the Settlement Administrator. Defendants will not oppose a request for the Class Representative Payments for Plaintiffs in these amounts. The Settlement Administrator will pay the Class Representative Payments approved by the Court out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Class Representative Payments and instead a Form 1099 will be issued to Plaintiffs by the Settlement Administrator reflecting the Class Representative Payments.

2. **To Class Counsel:** In consideration for settling this matter, Defendants will not oppose Class Counsel's application to the Court for an award of not more than one-third (1/3) of the Gross Settlement Amount as their Class Counsel Fees Payment ($200,000), plus an additional amount for reasonable costs, not to exceed eighteen-thousand dollars ($18,000). The ultimate amount of any award for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment is to be determined by the Court. Class Counsel will submit an application for fees, costs, and expenses to the Court for approval prior to the date of the Hearing for Final Approval of the Settlement. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount promptly upon receipt by the Settlement Administrator. If the Court approves a Class

Counsel Fees Payment of less than one-third (1/3) or approves an amount less than the eighteen-thousand ($18,000) in reasonable costs and expenses (Class Counsel Litigation Expenses Payment) requested from the Court, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued by the Settlement Administrator to Class Counsel with respect to those payments.

a. The Parties agree that, over and above the total amount of the Court-approved award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, Plaintiffs and Defendant shall each bear their own fees and costs incurred by them or arising out of the Lawsuit; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administrating or challenging an order granting preliminary approval or final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Settlement Agreement or the Released Parties.

b. Any order, finding, ruling, holding or proceeding relating to any such applications for an award for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement or otherwise affect or delay the finality of the final order and judgment or this Settlement.

c. All claims for attorneys' fees and costs that Class Counsel and Plaintiffs may possess against Defendants have been compromised and resolved in this Settlement and shall not be affected by any appeal that Class Counsel may file.

3. **To the Labor & Workforce Development Agency (LWDA).** The Parties agree that up to $50,000 ("PAGA Settlement Amount") of the Gross Settlement Amount shall be allocated to the resolution of any PAGA Class Member's claims arising under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Amount shall be paid to the California Labor and Workforce Development Agency, and twenty-five percent (25%) of the PAGA Settlement Amount shall be distributed to PAGA Class Member, as part of the Net Settlement Amount, pro-rated among them based on their respective number of weeks worked during the PAGA Class Period, to be allocated as follows: 25% to Settlement of claims for interest, and 75% to Settlement of claims for PAGA penalties. The Parties will apply to the

Court for a payment out of the Gross Settlement Amount to the LWDA of up to $37,500 (the "LWDA Payment") as the LWDA's share of the Settlement of civil penalties paid under this Agreement pursuant to PAGA. If the Court approves an LWDA Payment of less than $37,500, the remainder will be retained in the Net Settlement Amount for distribution to PAGA Class Members. Pursuant to California Labor Code § 2699(*l*), Settlement of a PAGA action must be approved by the Court and Plaintiffs shall submit a copy of the proposed Settlement to the LWDA at the same time that it is submitted to the Court. In the event the LWDA objects to the Settlement, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of this Settlement.

4. **To the Settlement Administrator.** The parties agree to pay a Settlement Administrator, mutually selected by the Parties, for its reasonable fees and expenses related to administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing all payments from the Gross Settlement Amount (including conducting skip trace address searches, as necessary), and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The amount paid to the Settlement Administrator for its reasonable fees and expenses will be paid out of the Gross Settlement Amount. Every effort will be undertaken to minimize this cost and the Settlement Administrator will ensure proper notice and administration of the fund.

C. **Responsibility for Taxes.** As to the portion of Participating Class Members' Settlement proceeds that constitute wages, Defendants will be separately responsible for only their share of any applicable employer payroll taxes, including the standard employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

D. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount within fifteen (15) business days of the Effective Date to each Participating Class Member.

1. **Calculation.** After deducting the Class Representative Payments, Class Counsel Fees and Litigation Expenses payments, payments to the LWDA, and the Settlement Administrator's fees and expenses, each Participating Class Member shall be eligible to receive a pro rata share of the balance of the Net Settlement Amount, to be calculated as follows:

a. As for each Class Period, the Net Settlement Amount shall be divided by total number of workweeks worked by all Class

Members during the applicable Class Period, and the resulting quotient thereof shall be the "**Workweek Value**".

b. Each Class Member's Settlement Share will be determined by multiplying the Workweek Value by the number of workweeks worked by the Class Member.

c. The pro rata distribution for a Participating Class Member who worked during multiple Class Periods in California (e.g., PAGA Class Period and Rule 23 Class Period, or Rule 23 Class Period and FLSA Class Period) is not exclusive and will be calculated as separate workweek distributions according to the claims applicable to the relevant Class Period to be added together.

d. The settlement payments will be reduced by any required legal deductions (including taxes and withholdings) for each Participating Class Member.

2. **Tax Treatment of Settlement Shares**. The Settlement Shares for Participating Class Members who worked during the PAGA Class Period is outlined in Section III.B.3 above. The Settlement Shares for Participating Class Members who worked during the Rule 23 and/or FLSA Class Period will be allocated as follows: 40% to Settlement of wage claims, 30% to Settlement of claims for interest, and 30% to Settlement of claims for penalties. The portion allocated to wages shall be subject to all applicable withholdings and reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. After appropriate tax withholding from each Participating Class Member’s Settlement Share, the net payment to be received by each Participating Class Member as required by law via a W-2 Form, the Settlement Administrator shall immediately pay all such withheld funds to the appropriate state and federal taxing authorities. The Settlement Administrator shall provide each Participating Class Member with appropriate documentation setting forth the amount of any tax or other deductions in accordance with state and federal tax requirements.

3. **Tax Obligations.** Each Party and Participating Class Member will be responsible for their own tax obligations. The Parties agree and understand that Defendants have not made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Defendants and each Participating Class Member are solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

4. **No Determination of Eligibility for Employee Benefits.** Defendants will not use the Settlement payments for determination of eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Participating Class Members, and Defendants will not modify the Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

5. **No Reversion.** Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the Net Settlement Amount.

6. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share. Their shares will be part of the Net Settlement Amount distributed to Participating Class Members.

7. **Employer's Share of Payroll Taxes.** The Settlement Administrator will give Defendant an estimate of the employer's share of payroll taxes within five (5) business days of sending out the Class Notice. Upon calculation of each Participating Class Member's Settlement Share, and at least three (3) business days after Final Approval (if not sooner), the Settlement Administrator shall advise Defendants of the amount of the employer's share of payroll taxes. Defendants will provide that amount to the Settlement Administrator within ten (10) business days after the Effective Date. The Claims Administrator will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

E. **Procedure for Approving Settlement**. The Parties stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the Settlement, seeking conditional certification of the Settlement Class only for purposes of Settlement, notifying the Class, and processing all benefits provided under this Settlement Agreement:

1. **Motion for Preliminary Approval of Settlement by the Court.**

a. Plaintiffs will move the Court for (collectively, "Motion for Preliminary Approval):

(i) Conditional certification, solely for Settlement purposes, of a Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and the FLSA, 29 U.S.C. § 216(b). Solely for Settlement purposes, Plaintiffs agree to seek, and Defendants consent to, certification by the Court of the Class as defined in this Agreement.

(ii) Preliminary approval of the terms of this Settlement.

(iii) Approval of the Class Notice Packet, Settlement procedure, and appointment of the Settlement Administrator.

(iv) Scheduling of a Final Approval Hearing on the question of whether the terms of this Settlement should be finally approved as fair, reasonable, and adequate as to Plaintiffs and the Class Members.

Defendants will not oppose said motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement.

b. The Parties have agreed to the certification of the Class identified in this Agreement for the sole purpose of effectuating this Settlement. The conditional certification of the Class identified above shall be binding only with respect to the Settlement of the Lawsuit. In the event that this Settlement Agreement is cancelled or voided pursuant to its terms, or not approved by the Court, or should Judgment not become final, the certification of this Class shall be vacated, the Lawsuit shall proceed as though the Class had never been certified for Settlement purposes, this Settlement Agreement shall be of no force or effect and neither the existence of this Agreement nor the fact that the Parties were willing to stipulate to certification of this Class as part of the Settlement will have no bearing on, and will not be admissible for any purpose in the Lawsuit or any other action, and in any of those events Defendants expressly reserve the right to oppose Class certification and/or seek decertification.

c. In the event that the terms or conditions of this Settlement, other than the terms pertaining to the Class Counsel Award, LWDA payments, or Class Representative Payments, are materially modified by any Court, either all Plaintiffs or all Defendants may cancel this Agreement by written notice to all Parties within fourteen (14) days after such a material modification. No individual Plaintiff or Defendant may cancel this Agreement without the consent of the other Plaintiffs or Defendant, as the case may be, with whom the Party seeking cancelation is aligned. For purposes of this subparagraph, material modifications mean solely any modification to the Settlement Class Period, Released Parties, or a material modification of the Released Claims. If either Party (e.g., all Plaintiffs or all Defendants) elects to cancel the Agreement pursuant to this paragraph, that Party shall be responsible for payment of the fees and costs of the Settlement Administrator.

d. At the Hearing on the Motion for Preliminary Approval, the Parties will appear and support the granting of the motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will draft and submit with the Motion for Preliminary Approval and a Proposed Order Granting Preliminary Approval of Settlement and Setting Hearing for Final Approval of Settlement.

2. **Notice to Class Members.** If the Court enters an Order granting Preliminary Approval of the Settlement, every Class Member who can be located will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and each Class Member's estimated Settlement Share based on his or her Class Data) as follows:

a. **Notice Packet.** Plaintiffs will prepare the Class Notice for Defense Counsel's review, revision, and approval, which Plaintiffs will then submit to the Court for approval with the Motion for Preliminary Approval. The Class Notice will include, non-exclusively, information regarding the nature of the Lawsuit; a summary of the substance of the Settlement's terms; the Class definition; the procedure for requesting exclusion from the Settlement; the procedure for objecting to the Settlement, the date for the Final Approval Hearing; and the formula used for the Settlement Shares. The Class Notice shall include the Class Member's estimated Settlement Share.

b. **Settlement Administrator.** The parties agree that the Settlement Administrator shall have the authority to establish and maintain an interest-bearing Qualified Settlement Fund, mail the Class Notice; process opt-outs, objections, and disputes; and disburse sums from the Qualified Settlement Fund.

c. **Elections Not to Participate in Settlement.** The Class Members will have thirty (30) calendar days after the date on which the Settlement Administrator mails the Class Notice Packets (or the first business day after this deadline, if the deadline falls on a weekend or holiday) (the "**Submission Deadline**") to submit a written request for exclusions. The Class Representatives do not have a right to elect not to participate.

i. Class Members wishing to request exclusion from the settlement must submit a written request for exclusion to the Settlement Administrator stating (1) the name of the Case; (2) the Class Member's name, address, telephone number, email address (if any), and the last four digits of the Class Member's social security number; (3) a brief, clear statement that the

Class Member wishes to be excluded from the settlement; and (4) the Class Member's signature.

ii. In the event that a request for exclusion is submitted timely but is deficient in one or more respects, the Settlement Administrator will promptly return the form to the Class Member with a notice explaining the deficiencies and stating that the Class Member will have until the Submission Deadline or 10 calendar days after submission of the request for exclusion, whichever is later, to correct the deficiency and resubmit the form. The envelope containing the resubmitted form must be postmarked by such deadline to be considered timely. If after the cure period, the all deficiencies are not cured, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.

iii. Other than resubmission of corrected requests for exclusion as set forth in section III.E.2.c.i above, the Settlement Administrator shall not review or consider any request for exclusion postmarked after the Submission Deadline, except upon mutual agreement by the Parties or as required by the Court.

iv. In the event that a Class Member inadvertently does not receive a Class Notice, and requests to be included in the Settlement, no requests for inclusion may be accepted where funding has been exhausted by payment of other claims but may be satisfied based upon uncashed check funds prior to their distribution to an approved cy pres recipient.

d. **Opt-In for FLSA Claim**. Class Members with claims within the FLSA Period may choose to participate in the Settlement by cashing the check that will be mailed to them in accordance with section III.E.4 below, and the Class Member's cashing of a settlement check shall be deemed to be an opt-in for purposes of the FLSA, and consent to participate in the settlement and release the claims referred to in the Released Claims. The Settlement Administrator shall conspicuously include the following language on the reverse side of settlement checks issued to Class Members included within the FLSA Period: "By cashing this check, I am opting into *Lagarion Brown, et al. v. Tetra Tech, Inc., et al*, Case No. 2:20-CV-01133-JAM-DMC, pursuant to 29 U.S.C. § 216(b), and I hereby release the Released Claims as provided in the Agreement."

e. **Objections.** To object to the Settlement, a Class Member must, no later than the Submission Deadline, complete and submit to the Settlement Administrator a written objection (along with any supporting documents). The written objection must set forth (i) the objecting person's full name, address, and telephone number; (ii) the words "Notice of Objection" or "Formal Objection"; (iii), in clear and concise terms, the legal and factual arguments supporting the objection; (iv) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; and (v) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing. Class Members who fail to make objections in this manner shall be deemed to have waived any and all objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement or this Settlement Agreement. Class Members may not both object to the Settlement and request to be excluded from the Settlement. Class Members who timely and properly submit a written objection have the option to appear at the Final Approval Hearing, either in person or through their own counsel at their own expense. To appear, Class Members must include a statement about the intent to appear at the Final Approval Hearing ("Notice of Intention to Appear") in the objection. No Class Member shall be entitled to be heard at the Final Approval Hearing without permission of the Court unless the Class Member includes the Notice of Intention to Appear. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

f. **Provision of Class Member Names to Settlement Administrator.** Within fifteen (15) calendar days of Preliminary Approval of the Settlement, Defendants shall provide the Settlement Administrator with the names, most recent known mailing address and telephone number, Social Security Number and the respective number of workweeks that each Class Member worked for Defendants during each respective Class Period (e.g., PAGA Period, Rule 23 Class Period, and/or FLSA Collective Period) in a readable Microsoft Office Excel spreadsheet (collectively "Class List and Data"). The Settlement Administrator will then have an opportunity to review the data provided and to calculate each Class Member's estimated Settlement Share. If there is an unanticipated delay in the Settlement Administrator's review of the data that is reasonably expected to delay the filing a timely final approval motion, the Parties agree to jointly apply to the Court for an extension of the schedule provided herein to allow the Parties to resolve any issues with the Class List and Data. The Class List and Data will be provided to the Settlement

Administrator on a confidential basis, and the Settlement Administrator shall not use this information for any purpose other than the administration of this Settlement in accordance with the terms of this Settlement Agreement. The Settlement Administrator shall not disclose the information to any third party. To protect the personal and sensitive information of Class Members, the Settlement Administrator will use all commercially reasonable efforts to secure the Class List and Data at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and will destroy the Class List and Data (including all physical and digital copies) in a complete and secure manner when the Class List and Data are no longer required for administration of the Settlement. Notwithstanding the foregoing, the Settlement Administrator may disclose to Class Counsel the number of workweeks that each Class Member worked during the applicable Settlement Class Period, and dates of employment for Class Counsel to approve of the Settlement Administrator's Settlement share calculations and determinations. Class Counsel will inform Defense Counsel prior to requesting this information.

g. **Class List and Data Confirmation Checks**. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, to update and correct for any known or identifiable address changes. If a new address is obtained by a way of a returned Class Notice, then the Settlement Administrator shall promptly forward the original Class Notice to the updated address via first-class regular U.S. Mail indicating on the original Class Notice the date of such remailing. Where a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a computer/SSN and "skiptrace" search to obtain an updated address. If no current address is located, the Class Notice for that individual will be deemed undeliverable. If the procedures herein are followed, Defendants, Class Counsel and the Settlement Administrator shall be deemed to have satisfied their obligation to provide the Class Notice to the Class, and any Participating Class Members shall be deemed to have released the Released Claims against the Released Parties, regardless of whether they actually received the Class Notice or their Settlement check.

h. **Mailing of Notice**. Within ten (10) calendar days after receipt of the Class List and Data, the Settlement Administrator shall mail the Class Notice Packet to Class Members via first-class regular U.S. Mail. Class Members will have thirty (30) calendar days from the mailing of the Class Notice to submit Elections Not to Participate in Settlement or objections to the Settlement.

i. **Class Member Disputes**. If a Class Member disputes the number of workweeks used to calculate his or her estimated Settlement Share, the Class Member must submit a written notice of dispute to the Settlement Administrator setting forth: (1) the name of the Case; (2) the Class Member's full name, address, telephone number, email address, and last four digits of the Class Member's social security number; (3) a clear statement that the Class Member disputes the computation of workweeks stating the number of workweeks the Class Member contends is correct; and attaching supporting documentation supporting the Class Member's position. Supporting documentation may consist of official records, pay stubs, weekly schedules or personal logs. To be considered, the notice of dispute must be received by the Settlement Administrator by the Submission Deadline. The Settlement Administrator shall immediately notify Class Counsel and Defense Counsel of any such disputes by sharing with both Class Counsel and Defense Counsel the notice of dispute and any documentation submitted by a Class Member in support of his or her dispute. Absent evidence of fraud, manipulation, negligence, or destruction, Defendants' records will be entitled to a rebuttable presumption of accuracy. The Settlement Administrator shall make the final determination regarding the dispute based on the written documentation submitted by the Class Member and any materials submitted by Class Counsel and/or Defense Counsel within ten (10) calendar days of receipt of the notice of dispute and supporting written documentation, or no later than forty (40) calendar days after the postmark date of the Class Notice, whichever is later. The Settlement Administrator shall inform Class Counsel, Defense Counsel, and the Class Member of the final determination by a telephone call and by an email or regular U.S. Mail if no email for that Class Member is available. The Class Member will then have an additional ten (10) calendar days following notification by the Settlement Administrator of the final determination of the dispute to submit request for exclusion, *provided that* such request is submitted in accordance with this Agreement and prior to the Submission Deadline.

j. **Certification of Opt-Outs**. All requests for exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defense Counsel the requests for exclusion that were timely submitted.

k. **Expiration of Settlement Checks**. Any checks issued by the Settlement Administrator to Class Members shall be negotiable for 180 calendar days from issuance.

l. **Declaration of Due Diligence**. At least forty-nine (49) calendar days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice, and any attempts by the Settlement Administrator to locate the members of the Class ("Due Diligence Declaration"), to Class Counsel and Defense Counsel for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit a proper objection to or request for exclusion from the Settlement, and Defendants hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment sought by them.

4. **Defendant's Option to Terminate the Settlement.** If five percent (5%) or more of the Class Members opt out of the Settlement, Defendants may, at their election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs received by the Submission Deadline. Should Defendants elect to exercise this option, they shall be responsible for payment of the fees and costs of the Settlement Administrator.

5. **Distribution to Class Members, Plaintiffs, and Class Counsel.** The occurrence of the Effective Date is a prerequisite to any distributions from the Gross Settlement Amount. If all other conditions necessary for the Effective Date have been satisfied, the Settlement Administrator will release the total amount of payments due to Plaintiffs, the LWDA, and Participating Class Members within ten (10) business days of: (a) the last day on which to appeal an order granting final approval of the Settlement if timely objections are filed, or the resolution of any such appeal that does

not alter the terms of the Settlement; or (b) if no timely objections are filed, the date upon which the Court enters an order granting final approval of the Settlement. At or after this time, Class Counsel will determine the date of distribution of fees and/or costs to Class Counsel and the Settlement Administrator.

6. **Uncashed or Returned Settlement Share Checks.** The Settlement Administrator will provide notice to Class Counsel and Defense Counsel of any Settlement checks returned as undeliverable and any Settlement checks remaining un-cashed for more than 180 calendar days after issuance. In the event any Class Member cannot be located within 180 days of the expiration of the initial Settlement checks, funds represented by uncashed Settlement check(s) will be distributed to a proposed cy pres recipient which shall be approved by the Court.

7. **Final Report by Settlement Administrator to Court.** Within seven (7) business days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and Plaintiffs will file with the Court a declaration proving a final report on the disbursements of all funds from the Settlement Amount.

F. **Settlement Administration.**

1. **Monitoring and Reviewing Settlement Administration.**

a. The Settlement Administrator shall provide weekly updates to the Parties on the status of notice mailings, including remailings to forwarding addresses and the results of any skip traces performed, as well as requests for exclusion and notices of objection submitted.

b. 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 Agreement.

G. **Disbursement Summary.** Prior to disbursement of any funds, the Settlement Administrator will provide a disbursement summary of the calculations of the Class Representative Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, LWDA payment, Settlement Administrator Payment and payments to the Participating Class Members for review and approval by Plaintiffs' Counsel and Defense Counsel. **Release of Claims.**

1. **Plaintiffs.** In consideration of their Settlement Shares, and the other terms and conditions of the Settlement, Plaintiffs, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns ("**Plaintiff's Releasing Parties**"), hereby fully and finally release

Defendants, together with their current and former officers, administrators, directors, owners, members, managers, shareholders, staff, employees, attorneys, agents, subsidiaries, affiliates, operators, partners, successors, benefit plan fiduciaries and agents, and assignees ("**Released Parties**") from any and all Claims and Obligations that any of them had or now have, whether known or unknown, against Released Parties, which in any way arose from Plaintiffs' employment with Defendants or the cessation thereof, as well as Claims and Obligations that Plaintiffs allege or could have alleged or pled based on the factual allegations or predicate in the operative Complaint filed by Plaintiffs in the U.S. District Court for the Eastern District of California, Case No. 2:20-CV-01133-JAM-DMC, and PAGA Notice Letters dated May 11, 2020 and May 19, 2020, which include claims for alleged violations of the Fair Labor Standards Act, whether such claims are known or unknown, suspected or unsuspected, and including all claims under the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the California Labor Code, the California Business and Professions Code, all California Wage Orders, the California Fair Employment and Housing Act, the California Family Rights Act, the California Civil Code, the California Government Code, and/or the laws prohibiting discrimination, harassment, and/or retaliation in any state in which you are employed, and any and all federal, state, and local employment laws, as well as any and all common law tort or contract theories under federal, state or local laws arising on or before the date on which Plaintiffs sign this Agreement (unless a release of claims is excluded by law), except that Plaintiffs are not releasing the claims expressly alleged in their existing EEOC charges against Defendants in ALLAMBIE v. JESCO, Case No. 550-2020-01356; ALLAMBIE v. TETRA TECH, Case No. 550-2020-01355; ISAAC SAUNDERS v. JESCO, Case No. 550-2020-01358C; ISAAC SAUNDERS v. TETRA TECH, Case No. 550-2020-01357; BROWN v. JESCO, Case No. 550-2020-01299; BROWN v. TETRA TECH, Case No. 550-2020-01300; GARRETT v. JESCO, Case No. 550-2020-01203; GARRETT v. TETRA TECH, Case No. 550-2020-01202; JACKSON v. JESCO, Case No. 550-2020-01524; JACKSON v. TETRA TECH, Case No. 550-2020-01523; YAPHETT SAUNDERS v. JESCO, Case No. 550-2020-01505; YAPHETT SAUNDERS v. TETRA TECH, Case No. 550-2020-01504 ("**EEOC Claims**"). Plaintiffs further expressly waive any rights against Defendants and the Released Parties conferred upon them by California Civil Code Section 1542, and expressly consents that this Agreement shall be given full force and effect according to all of its terms, including those terms relating to unknown and unsuspected claims, if any. Section 1542 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.

Plaintiff Yaphett Saunders ("Y. Saunders") further acknowledges and understands that he is releasing claims under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. Section 621-634, which release is subject to special waiver protections under 29 U.S.C. Section 626(f). In accordance with that section, Y. Saunders specifically agrees that he is knowingly and voluntarily releasing and waiving any rights or claims of discrimination under the ADEA. In particular Y. Saunders acknowledges that he understands that:

(i) He is not waiving any claims for age discrimination under the ADEA that may arise after the date he signs this Agreement and he is not waiving vested benefits, if any;

(ii) He is waiving rights or claims for age discrimination under the ADEA arising up to the effective date of this Agreement in exchange for his Settlement Share as described above, which is in addition to anything of value to which he is already entitled;

(iii) He has had an opportunity to consult with an attorney before signing this Agreement; and

(iv) He has been advised that he has up to twenty-one (21) days to consider and accept this Agreement (although he may choose voluntarily to sign this Agreement earlier and waive any remaining portion of the review period) and up to seven (7) days after he signs this Agreement to revoke it; and that this Agreement will not be effective as to him until the date on which the seven-day revocation period has expired.

Plaintiffs further agree that:

a. They shall not make any assignment of any claim released herein, and represent that no such assignment has been made;

b. They alone are responsible for the tax consequences, including any penalties or interest, relating to the payment of the Class Representative Payments; and

c. In the event that the Court denies, modifies, or reduces any request for a Class Representative Payment, they, their counsel and the Participating Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Amount.

2. **Participating Class Members.** In consideration of, and subject to, Defendants' payment of the Gross Settlement Amount and other terms and conditions of this Agreement, each Participating Class Member, shall, upon the Effective Date, be deemed to have released on behalf of their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns, the Defendants and the other Released Parties from any and all Claims and Obligations under state, federal or local law, rights, demands, liabilities, penalties, costs, expenses, attorneys' fees, rights, damages, suits, indemnities, actions and causes of action of every nature and description whatsoever in law, equity or otherwise, arising from, related to, or which were made or which could have been made against Defendants or Released Parties based on the facts or claims alleged in the Lawsuit and the PAGA Notice Letters dated May 11, 2020 and May 19, 2020, which include claims for alleged violations of the Fair Labor Standards Act. The Released Claims include but are not limited to claims for unpaid wages, meal breaks, rest breaks, inaccurate wage statements, unreimbursed business expenses, statutory penalties, civil penalties, injunctive relief, interest, costs and attorneys' fees.

3. **Participating Class Members' Released Claims Period.** The Participating Class Members' Released Claims are those that accrued during their applicable Class Period(s).

4. **Release Binding on Participating Class Members.** The Parties intend that this Settlement Agreement, including the Released Claims set forth in this Agreement, shall be binding on all Class Members who do not timely submit a valid request for exclusion, whether or not they actually receive a Notice or payment pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in the future.

H. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. In addition, Plaintiffs and Participating Class Members may not contribute any portion of their Settlement Shares to Defendants' 401(k) or other benefit plans if they exist.

I. **Miscellaneous Terms.**

1. **No Admission of Liability.** Defendants deny each and all of the claims alleged by Plaintiffs and Class Members in the Lawsuit. In addition, Defendants contend that they have complied with their obligations under California and federal law. Neither this Settlement, nor any document referred to or contemplated therein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing or liability whatsoever. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

2. **No Disparagement.** The Parties agree not to disparage each other with regard to their employment relationship or this Settlement. If asked to provide an employment reference for Plaintiffs, or any of them, Defendants agree to merely provide a neutral verification of employment by job position and dates of employment.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.

4. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiffs 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate and use their best efforts to affect the implementation of the Settlement.

5. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

6. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

7. **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.

8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate Settlement of the Lawsuit and have arrived at this Settlement and this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential, and will so represent to the court. In addition, the mediator may execute a declaration supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and reasonable.

9. **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. **Governing Law**. This Agreement shall be governed by the statutes and common law of the State of California. The terms of this Release Agreement are contractual and not a mere recital. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall, in such event, be construed as if such invalid and/or unenforceable provision had never been contained herein.

11. **Notice.** All notices, demands or other communications given under 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, addressed as follows:

To Plaintiffs and the Class:

Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612
Telephone: (510) 832-9999
Facsimile: (510) 832-1101

To Defendants:

Damien P. DeLaney, Esq.
Akerman LLP
601 West Fifth Street, Suite 300
Los Angeles, CA 90071
Telephone: (213) 688-9500
Facsimile: (213) 627-6342
Email: damien.delaney@akerman.com

Kate Roberts, Esq.
Sidley Austin LLP
555 West Fifth Street, Suite 4000
Los Angeles, CA 90013
Telephone: (213) 896-6000
Facsimile: (213) 896-6600
Email: kate.roberts@sidley.com

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

ID epNGAw3SoLSosjZpNErMDbJv
8/2/2022

LAGARION BROWN
Plaintiff
Date

Roy Jackson
ID J6finGh6rvrcticbRk1CvNUw
8/2/2022

ROY JACKSON
Plaintiff
Date

Yaphett Saunders
ID ohazJXNhjBynwu5nXHaSLCKp
8/2/2022

YAPHETT SAUNDERS
Plaintiff
Date

ID CgDVSqDsHDxWh38bE4HkL4eo
8/2/2022

ISAAC SAUNDERS
Plaintiff
Date

Hakeem Allambie
ID 1soDipha4KVX2PzGRtFeMpFS
8/2/2022

HAKEEM ALLAMBIE
Plaintiff
Date

ID J8Px6JJwxtWPeNJQABmkky6K
8/2/2022

NICHLON GARRETT
Plaintiff
Date

Alvinette Teal
JESCO Environmental and Technical Services, Inc.
Date

NAME
TITLE (DEFENDANT)
Date

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

______________________________	______________________
LAGARION BROWN Plaintiff	Date
______________________________	______________________
ROY JACKSON Plaintiff	Date
______________________________	______________________
YAPHETT SAUNDERS Plaintiff	Date
______________________________	______________________
ISAAC SAUNDERS Plaintiff	Date
______________________________	______________________
HAKEEM ALLAMBIE Plaintiff	Date
______________________________	______________________
NICHLON GARRETT Plaintiff	Date
Alvinette Teal	8/8/2022
Alvinette Teal JESCO Environmental and Technical Services, Inc.	Date
Preston Hopson	August 5, 2022
Preston Hopson TETRA TECH, INC.	Date

APPROVED AS TO CONTENT AND FORM:

MALLISON & MARTINEZ
Stan Mallison
Hector Martinez

By: Stan Mallison	August 8, 2022
Counsel for Plaintiff	Date

AKERMAN LLP
Damien P. DeLaney

By: Damien P. DeLaney	August 8, 2022
Counsel for Defendant TETRA TECH, INC.	Date

SIDLEY AUSTIN LLP
Kate Roberts

By: Kate Roberts	August 8, 2022
Counsel for Defendant JESCO ENVIRONMENTAL AND GEOTECHNICAL SERVICES, INC.	Date