

EMPLOYMENT SETTLEMENT AGREEMENT & GENERAL RELEASE

WHEREAS, Enrique Barajas (hereinafter "Releasor") has been employed by The Industrial Company, Kiewit Corporation (hereinafter "Releasee") from June 12, 2019 to January 30, 2020;

WHEREAS Releasor has resigned from his employment as of January 30, 2020 with Releasee and any and all parent and/or affiliated companies and/or corporations;

WHEREAS Releasee has offered Releasor all COBRA rights to which he is entitled, within the appropriate time frame;

WHEREAS Releasor desires to settle and terminate any and all disputes which he has, or may have, with Releasee; and

WHEREAS, Releasor acknowledges that he has been paid all owed salary, wages, unused vacation pay, bonuses, incentive awards, commissions, draws, compensation, stock options, business expense reimbursements, benefits or any other compensation of any kind by virtue of his employment with the Releasee through the date of his separation from employment.

IT IS HEREBY AGREED by Releasor as follows:

1. Releasor, for and in consideration of the undertakings set forth in paragraph 2 herein, and intending to be legally bound, does hereby REMISE, RELEASE and FOREVER DISCHARGE Releasee and any parent and affiliated corporate entities and their officers, directors, employees and agents and their successors and assigns, heirs, executors and administrators, of and from any and all manner of actions and causes of actions, suits, debts, claims and demands whatsoever in law or in equity, which he ever had, now has, or hereafter may have (including any claims based upon actions taken or not taken by Releasee prior to the date of this Agreement which are not presently known but which may later develop or be discovered, including the effects or consequences of actions taken or not taken prior to the date of this Agreement), or which his heirs, successors, executors or administrators hereafter may have by reason of any matter, cause or thing whatsoever, from the beginning of Releasor's employment with Releasee to the date of this Agreement, and particularly, but without limitation, of the foregoing general terms, any claims arising from or relating in any way to Releasor's employment relationship and/or the resignation of his employment relationship and/or affiliation with Releasor, including but not limited to, any claims which have been asserted or could have been asserted or could be asserted now or in the future under any and all federal, state or local laws including, but not limited to, the Pennsylvania Human Relations Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Fair Labor Standards Act, the Pennsylvania Wage and Hour Law, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act of 1974, as amended, the Age Discrimination in Employment Act (ADEA), 29 U.S.C. section 621 et seq., as amended by the Older Workers Benefit Protection Act (OWBPA), the Family and Medical Leave Act, The National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act, and/or any common law claims now or hereafter recognized, or any claim or damage arising out of your employment with and/or separation from Releasor (including a

claim for retaliation) under any common law theory or any federal, state or local laws and ordinances for California not expressly referenced above. Releasor is not, nor is he being asked to, waive any claims arising after the date of this Agreement. Releasor also does not waive his rights to any vested pension benefits in existence as of the date of this Agreement, or from filing, cooperating with, or participating in any investigation or proceeding before the EEOC or a state Fair Employment Practices Agency (except that Releasee acknowledges he may not be able to recover any monetary benefits in connection with any state or federal discrimination claim, charge or proceeding).

CONSIDERATION

2. In full consideration of Releasor's resignation of his employment and agreement effective as of the date of this agreement, his execution of this Agreement and Release and his agreement to be legally bound by its terms, Releasee will forward to him a check in the gross amount of \$2,000.00 (two thousand dollars) less all legally required withholdings, which he expressly recognizes as good and sufficient consideration for the undertakings and releases set forth in paragraphs 1, 3, 5, 6, 8 and 9 of this Agreement. It is expressly recognized that the consideration offered includes an amount as consideration for the release of any potential claim by Releasor under the Age Discrimination in Employment Act, over and above that which would otherwise have been provided to him.

3. Releasor expressly agrees and understands that Releasee does not have and will not have any obligation to provide him at any time in the future with any payments, benefits or considerations other than those recited in Paragraph 2 above.

4. Releasor further agrees and covenants that neither he nor any person, organization or other entity on his behalf, will file, charge, claim, sue or cause or permit to be filed with any State or Federal court or agency any action or proceeding for legal or equitable relief (including damages, injunctive, declaratory, monetary or other relief) involving any matter occurring any time in the past up to the date of this Agreement and Release or involving any continuing effects or any acts or practices of Releasee which may have arisen or occurred prior to the date of this Agreement and Release.

This paragraph will not limit or prohibit Releasor's ability to bring an action to enforce the terms of this Agreement. This paragraph does not limit or prohibit Releasor's ability to seek unemployment insurance benefits (to the extent available to Releasor under applicable law), workers' compensation benefits pursuant to Division 4 of the California Labor code or a comparable and applicable state law, under the terms of any worker's compensation insurance policy of fund of the Company, or any claims that, as a matter of applicable law, are not waivable.

This Agreement recognizes the rights and responsibilities of the Equal Employment Opportunity Commission ("EEOC") and the California Department of Fair Employment and Housing ("DFEH") to enforce the statutes which come under their jurisdiction. This Agreement is not intended to prevent the Releasor from initiating or participating in any investigation or proceeding conducted by the EEOC or the DFEH; provided, however, that nothing in this section limits or affects the finality or the scope of the Release. The Releasor has waived and released any

claim the Releasor may have for damages based on any alleged discrimination and may not recover damages in any proceeding conducted by the EEOC or the DFEH.

5. This General Release shall have no impact on Releasor's ability to file any potential third party cases nor is it intended to infringe Releasor's right to file any third party cases arising out of the alleged work injury on January 30, 2020. This General Release is intended to resolve a dispute between Releasor and Releasee.

6. Releasor agrees and acknowledges that this Agreement and the settlement and termination of any claims against Releasee as set forth herein, are not and shall not be construed to be an admission of any violation of any duty owed by Releasee to him under any federal, state or local statute or regulation and that Releasor's resignation and the execution of this Agreement and Release are made voluntarily to provide an amicable conclusion to Releasor's employment relationship with Releasee. It is further specifically recognized that all claims brought, which could have been brought, or which could be brought in the future are disputed by Releasee and that this Agreement shall never be treated as evidence of liability nor as an admission of liability at any time.

7. Releasor agrees that it will not oppose any claim for unemployment insurance benefits, but Releasor will advise any such agency administering said benefits of the Severance which Releasee has have received under this Agreement.

8. Notwithstanding any local or other law to the contrary, Employee expressly agrees that the General Release will extend and apply to all claims, injuries and damages Employee may have against the Employer and its partners, officers and directors or any Released Parties at the time Employee signs the Agreement, regardless of whether Employee is aware of or suspects such claims at the time the Agreement is signed. In particular, Employee waives all rights under California Civil Code Section 1542, which provides:

A general release does not extend to claims which 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.

9. Releasor certifies that he has been advised in writing to consult with an attorney prior to executing this Agreement and that he has read the terms of this Agreement and General Release, that he has had an opportunity to discuss the same with an attorney and that he understands its terms and effects.

10. There are certain claims which, under state or federal statutes or regulations, may not be released or may not be released except with the participation and approval of a state or federal agency. For example, claims for earned but unpaid wages and claims for indemnification under the California Labor Code cannot be waived or released, and claims related to Workers' Compensation benefits may not be waived without the express approval of the agencies that oversee administration of those laws. The Release is not intended to cover and does not extend to these claims or other claims that, by law, cannot be released in an agreement between an employer and an employee.

11. Releasor certifies that he has been given a period of at least seven (7) days within which to consider this Settlement Agreement.

12. Any communication, notice or demand of any kind that any party may be required or may desire to give or to serve upon the other party shall be in writing, addressed to the party at the address for Releasor, and be delivered by personal service, Federal Express or other qualified overnight delivery service, facsimile, or registered or certified mail, postage prepaid, return receipt requested.

13. The parties agree that all matters relative to the construction and interpretation of this Agreement and General Release shall be construed and interpreted in accordance with the Laws of California.

14. It is agreed and understood that neither Party shall engage in any conduct or communications that would disparage the other in any way.

15. Releasee and Releasor agree that any prospective employers who contact the Releasor for a reference will be advised of Releasee's dates of employment, and job title.

16. Releasor hereby certifies that he has read the terms of this Agreement and Release and/or had it read to him in his native language through an interpreter and that he understands its terms and effects. Releasor further acknowledges that he is executing this Agreement and Release of his own volition and with the intention of releasing all claims recited herein in exchange for the consideration described herein, which he acknowledges is adequate and satisfactory to him. Neither Releasee nor its agents, representatives, or attorneys have made any representations to him concerning the terms or effects of this Agreement and Release other than those contained herein. Releasor further agrees, covenants and promises that he will not communicate or disclose the terms of this Agreement and Release or the settlement of all potential claims against Releasee as described herein to any persons other than his attorney, his accountant or tax advisor and his immediate family, or as required by law.

17. If one or more paragraph(s) of this Agreement shall be held unenforceable, the remainder of the Agreement shall remain in full force and effect.

18. By signing this agreement, Releasee agrees and certifies that:

(a) Releasee has carefully read and fully understands all of the provisions of this Agreement;

(b) Releasor encourages Releasee and Releasee is advised in writing, by this Agreement, to consider the terms of this Agreement and consult with an attorney of Releasee's choice before signing this Agreement; and

(c) Releasee agrees to the terms of the Agreement knowingly, voluntarily, and without intimidation, coercion, or pressure, and intend to be legally bound by

- this Agreement. Releasee indicates his consent and acknowledgment by initialing each page and signing the signature page.**
19. All modifications to the Agreement must be in writing and signed by both parties.
20. If one or more paragraph(s) of this Agreement shall be held unenforceable, the remainder of the Agreement shall remain in full force and effect.


Releasor Initials

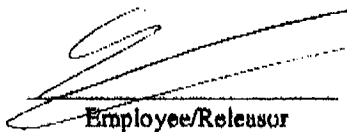
CAUTION: THIS IS A RELEASE; READ BEFORE SIGNING.

EMPLOYEE/RELEASOR'S ACCEPTANCE OF RELEASE

I have read the foregoing and understand, approve and voluntarily agree to the terms of the Agreement and Release in exchange for the additional benefits to which I would otherwise not be entitled.

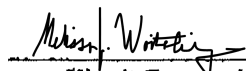
INTENDING TO BE LEGALLY BOUND HEREBY, Releasor executes the foregoing Agreement and Release this August day of ____, 2020.

Witness



Employee/Releasor

Witness

 09/08/2020

Kiewit Corporation