

SETTLEMENT AGREEMENT – Employment (Private Employer)

DFEH Case Name: Maldonado / Dragados USA, Inc. et al.

DFEH Case Number: 202010-11530014

EEOC Case Number: 37A-2021-00790-C

This Agreement is made and entered into by and between Jose Luis Maldonado ("Complainant") and Dragados-Flatiron Joint Venture ("Respondent"), collectively the "parties" on this 3rd day of November, 2021.

1. The parties understand and agree that this Settlement Agreement ("Agreement") does not constitute an admission of liability or wrongdoing on the part of Respondent, or that the facts and circumstances alleged in the complaint of discrimination Complainant filed with the Department of Fair Employment and Housing (DFEH) are true.
- *2 The parties further understand and agree that the confidentiality of the mediation process leading up to this Agreement shall be maintained in full accordance with the provisions of Evidence Code section 1115, et seq., and as provided in the Agreement to Mediate and Confidentiality Agreement signed by the parties.
3. In consideration of the promises of Respondent contained in paragraph 6 of this Agreement, Complainant agrees not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal governmental entity, that arises out of or reasonably relates in any manner to the alleged unlawful acts and/or omissions of Respondent or any of Respondent's employees (including, but not limited to, Jose Paz), agents, representatives, insurers, attorneys, officers, directors, partners and related entities including, but not limited to, Dragados USA, Inc., and Flatiron West, Inc., and their respective parent companies, affiliates, subsidiaries, shareholders, officers, directors, insurers, and employees (individually and collectively, the "Releasees"), with respect to the above referenced complaint or any other matter relating to or arising out of Complainant's employment with Respondent or termination of employment, including, without limitation, claims based on the Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. Complainant agrees that all such actions are foreclosed by virtue of this Agreement. Complainant agrees he has not and will not file an action for civil penalties under the Private Attorneys General Act of 2004. *This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by the EEOC.
4. Complainant and Respondent agree that after signing this Agreement, the above-described complaint of discrimination will be administratively closed.

Complainant further agrees that he will dismiss with prejudice his pending 132A complaint before the Workers' Compensation Appeals Board and, if necessary, secure approval from

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the Worker's Compensation Appeals Board for such dismissal within five (5) days of the receipt of the settlement payment outlined in paragraph 6 of this Agreement. Counsel for Complainant will hold the settlement checks in trust and will not cash them until the dismissal is entered, and, if necessary, the WCAB has approved such dismissal.

5. Complainant acknowledges that the consideration identified in paragraph 6 of this Agreement is made in full and complete satisfaction of any and all present and prospective claims, demands, actions, causes of action, liabilities, and/or damages of any kind whatsoever claimed by Complainant in connection with the alleged actions or activities that gave rise to the above-referenced complaints, and hereby releases and forever discharges Respondent and the Releasees from all such claims, demands, actions, causes of action, liabilities, and/or damages.
- *6. In exchange for the promises of Complainant set forth above, Respondent agrees to:
 - (a) Pay the Complainant a total sum of Forty Thousand Dollars (\$40,000) in compensatory damages. Payment will be made as follows:
 - a. One check in the amount of Twenty-Six Thousand Six Hundred Thirty-Eight Dollars and Twenty-Seven Cents (\$26,638.27) to the Complainant for alleged emotional distress damages and made payable to "Jose Luis Maldonado." Payment will be mailed to Melmed Law Group, 1801 Century Park East, Suite 850, Los Angeles, CA 90067.
 - b. A second check for attorneys' fees in the amount of Thirteen Thousand Three Hundred Sixty-One Dollars and Seventy-Three Cents (\$13,361.73) made payable to "Melmed Law Group" and mailed to Melmed Law Group, 1801 Century Park East, Suite 850, Los Angeles, CA 90067.
 - c. Payments will be mailed within fourteen (14) days of the signing of this Agreement, Respondent's receipt of completed W-9 forms from Complainant and his counsel, and Respondent's receipt of Complainant's request for dismissal of his Labor Code 132(a) claim before the Workers' Compensation Appeals Board.
 - (b) Provide the Complainant with a neutral reference confirming only dates of hire and position(s) held.
 - (c) Provide an interactive training on sexual harassment, including reporting and investigation, under current California law to Complainant's former managers Garret Colvin, Craig Watts and HR manager, Augustina Stevens. This training will be completed within ninety (90) days of the signing of this Agreement.
 - (d) Include on the agenda and provide sexual harassment training to employees at tailgate meetings conducted at the Joint Venture's project locations within the next

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sixty days. Respondent will include on the agenda and provide sexual harassment training at these same tailgate meetings on a second occasion to occur before the end of 2022.

- (e) Within one hundred-twenty (120) days, Respondent will send a letter confirming compliance with the above terms via private, confidential e-mail to the DFEH Dispute Resolution Division, at DRDReferrals@dfeh.ca.gov.

*7. The parties understand and mutually agree that the existence of this Agreement is not confidential. Under this Agreement, only the settlement amount paid to the Complainant and the Complainant's identity are confidential to the extent permitted by law and may not be disclosed to any third party, except for the parties' attorneys, tax advisors, or spouses, and except as compelled by law, as necessary to enforce the terms of the Agreement in the event of default by a party, or in the event the DFEH needs to reopen the case. Nothing in this Agreement shall prevent, impede or interfere with the disclosure of the existence of settlement or the factual information related to the underlying administrative complaint filed with DFEH.

8. In signing this Agreement, Complainant hereby waives any rights that Complainant has, or after signing this Agreement may have, as set forth under Civil Code section 1542, which 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.

*Notwithstanding the foregoing, released claims shall not include the following:

- (a) Any claims based on obligations created by this Agreement;
- (b) Any workers' compensation benefits (with the exception of the Complainant's pending 132a claim) or government-provided unemployment benefits;
- (c) Any right or responsibility to cooperate with any lawful government investigation;
- (d) Any rights or claims based on events that may occur in the future; or
- (e) Any other rights or claims that, under applicable federal, state or local law, cannot be waived or released by private agreement.

9. The parties agree that the provisions of this Agreement are contractual and not mere recitals.

10. Each party, in signing this Agreement, warrants they have the authority to bind the entity or individual on whose behalf the party has signed.

11. The parties understand and agree that this Agreement constitutes the sole Agreement between the parties regarding the above-described complaints and that, in signing this Agreement, the parties have not relied on any other promises, inducement, or representations, other than as expressly set forth herein, in deciding to sign this Agreement.

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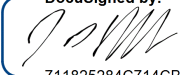
This Agreement constitutes the sole Agreement between the parties as to the above-described complaints and may only be modified in a writing signed by all parties.

12. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
- *13. The parties agree and understand that if Respondent defaults in its obligations under this Agreement, in whole or in part, the DFEH has the authority to file a civil action to enforce this Agreement in court or to reopen the complaint, continue its investigation, and pursue the complaint to the full extent of the DFEH's statutory powers.
- *14. In signing this Agreement, the parties agree, understand, and intend that this Agreement shall be binding and enforceable as permitted under law.
- *15. Should any party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- *16. This Agreement shall be interpreted under the laws of the State of California.
- *17. In signing this Agreement, Complainant and Respondent acknowledge that neither the mediator nor the DFEH or any of its agents or employees has served as an attorney or a tax advisor to either Complainant or Respondent. Respondent and Complainant further acknowledge that each has the right to seek tax advice, and to review this Agreement with a tax attorney or tax consultant, prior to signing.
- * 18. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of this Agreement.
- *19. By their respective signatures, Respondent and Complainant acknowledge that: 1) they have carefully read and fully understand all the provisions of this Agreement; 2) they are voluntarily entering into this Agreement with full knowledge of the rights they may be waiving; 3) they have entered into this Agreement based on their own judgment; and 4) they have not relied upon any representations or promises not contained in this Agreement.

11/3/2021
Dated: _____

Jose Luis Maldonado Jr.

Complainant's Name (Print)

DocuSigned by:

711825284C714CB

Complainant's Signature

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Dated: 11-3-2021

Vicente Alberola, Project Director
Respondent's Name & Job Title (Print)

[Signature]
Respondent's Signature

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