

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Confidential Settlement Agreement and General Release of Claims (“Agreement”) is entered into by and between Myers Electric Company, Inc. (the “Company” or “Defendant”) and Keenan Patton (“Employee”) (the Company and Employee are collectively referred to as the “Parties”) with respect to the following facts:

A. The Company previously employed Employee;

B. On or about June 28, 2021, the Employee filed a representative action complaint against Company in Sacramento Superior Court, Case No. 34-2021-00303083, pursuant to California’s Private Attorneys General Act (“PAGA”) alleging an entitlement to civil penalties for the following alleged violations of the California Labor Code: §§ 201, 202, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802 (the “Complaint”). Thereafter, Plaintiff amended his complaint to add standalone class action allegations. The Company denies each and every allegation of wrongdoing contained in, and relating to, Employee’s Complaint; and

C. The Parties now desire to settle all claims and issues that have been raised, or could have been raised, in relation to Employee’s employment with Company, and arising out of or in any way related to the acts, transactions, or occurrences involving Employee, including, but not limited to, Employee’s employment with Company or termination of that employment, on the terms as set forth below.

NOW, THEREFORE, in consideration of the promises and obligations set forth in this Agreement, the Parties agree as follows:

1. No Admission of Liability. Nothing in this Agreement shall be construed as an admission by the Company of any wrongdoing, liability, or noncompliance with any federal, state, or local rule, ordinance, statute, common law, or other legal obligation. The Company specifically disclaims and denies any wrongdoing or liability to Employee.

2. Dismissal of PAGA and Class Claims. The Parties shall enter into a Stipulation for Employee’s dismissal without prejudice of all Class and Representative Private Attorneys General Act claims (the “Stipulation”). Employee’s counsel shall cause the Stipulation to be filed with a proposed order (the “Order”) to be filed within ten (10) days of the Effective Date. Plaintiff shall submit a redacted copy of this Agreement (i.e. with the four monetary amounts in paragraph 2 above blacklined) to: (1) the Court in connection with the Request for Dismissal and (2) to the California Labor and Workforce Development Agency (“LWDA”) via the LWDA’s online portal as provided by PAGA.

3. Payment. In consideration of Employee’s execution of and compliance with all obligations contained in this Agreement, including Employee’s general release of claims and agreement to maintain confidentiality, the Company will pay Employee the gross amount of Fifty Thousand Dollars and No Cents (\$50,000.00) (the “Settlement Amount”) according to the following schedule. Two Thousand Dollars (\$2,000) of the initial payment shall constitute wages and shall be subject to taxes and withholdings. The remaining balance of the Settlement Sum shall constitute interest, penalties, and attorneys’ fees.

- A. Within fifteen (15) days of the Court entering the Order, Defendant shall pay two payments totaling Twenty Thousand Dollars and No Cents (\$20,000.00) as follows:
 - a. Two Thousand Dollars and No Cents (\$2,000) payable to Plaintiff Keenan Patton as a wage payment subject to taxes and withholdings; and
 - b. Eighteen Thousand Dollars and No Cents (\$18,000) payable to “Gaines Law Corporation Client Trust Account.”
- B. Within one-hundred eighty (180) days Court entering the Order, Defendant shall pay Fifteen Thousand Dollars and No Cents (\$15,000.00) to “Gaines Law Corporation Client Trust Account.”
- C. Within three-hundred sixty-five (365) days of the Court entering the Order, Defendant shall pay Fifteen Thousand Dollars and No Cents (\$15,000.00) to “Gaines Law Corporation Client Trust Account.”

All attorneys’ fees and costs incurred by Employee will be paid from the Settlement Amount. The Settlement Amount payments will be paid and a fully executed copy of this Agreement will be mailed to Gaines Law Corporation, 4550 Thousand Oaks Blvd., Suite 100, attention Evan S. Gaines, Esq., provided: (i) Employee returns a copy of the Agreement signed by Employee to Company at _Lester, Cantrell, & Kraus, LLP, attention Matthew J. Kraus, (ii) the Court enters the Order on the Parties’ Stipulation; and (iii) provided that Employee must also supply Company with an IRS Form W-9 for both “Gaines Law Corporation” and Employee and completed IRS Form W-4 for Employee for Company to use in calculating withholdings for the wages portion of the Settlement Sum.

4. Indemnification by Employee and No Representation Regarding Tax Issues. Employee agrees and acknowledges that the Company and its counsel have not made any representations to Employee regarding the tax consequences of any payments or amounts received by Employee under this Agreement. Employee agrees to indemnify the Company against the payment of any taxes, interest, penalties and other liabilities or costs that may be assessed as a result of her failure to pay taxes due on the Settlement Amount. Employee further agrees and acknowledges that, with the sole exception of her final paycheck, Employee has been properly paid for all hours worked for the Company, that all salary, wages, commissions, bonuses, and other compensation due to Employee have been paid, and that Employee is not owed anything else from the Company other than as provided for in this Agreement.

5. General Release and Waiver of Claims. In exchange for, and conditioned upon the Company’s payment of, the consideration provided by the Company in this Agreement, Employee and Employee’s heirs, executors, representatives, administrators, agents, and assigns (collectively the “Releasors”) irrevocably and unconditionally fully and forever waive, release, and discharge the Company, including the Company’s parents, subsidiaries, affiliates, predecessors, successors, joint employers, and assigns, and each of its and their respective agents, officers, directors, employees, shareholders, trustees, and partners (collectively, the “Released Parties”), from any and all claims, demands, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever, whether known or

unknown, (collectively, the "Claims"), that the Releasors may have or have ever had against the Released Parties, or any of them, arising out of, or in any way related to, Employee's hire, benefits, employment, termination, or separation from employment with the Company by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of Employee's execution of this Agreement, including, but not limited to:

5.1 Any and all claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Fair Labor Standards Act, the Equal Pay Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act ("NLRA"), the Uniform Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the California Fair Employment and Housing Act, the California Labor Code or wage orders, the California Consumer Privacy Act, the California Business & Professions Code, penalties under the California Private Attorneys General Act, including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released;

5.2 Any and all claims arising under tort, contract, or quasi-contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with a contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness, or any other harm, wrongful or retaliatory discharge, fraud, defamation, false imprisonment, and negligent or intentional infliction of emotional distress; and

5.3 Any and all claims for monetary or equitable relief, including but not limited to attorneys' fees and costs, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

5.4 This General Release is not intended to bar any claims that, by law, may not be waived, such as claims for workers' compensation benefits, unemployment insurance benefits, and statutory indemnity. In addition, this General Release does not prevent Employee from contacting, providing information to, or filing a charge with any federal, state, or local government agency or commission, including but not limited to the Equal Employment Opportunity Commission ("EEOC"), the Securities and Exchange Commission ("SEC"), or the National Labor Relations Board ("NLRB"). Employee is prevented, however, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the claims that Employee has released in this Paragraph 4 and its subparts with regard to any charge or claim that Employee may file or which may be filed or otherwise brought on Employee's behalf. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Employee's obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Employee's right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation by any government agency or commission (including but not limited to the EEOC, SEC, or NLRB). Nothing in this Agreement may be construed to interfere with, restrain, or coerce employees in the exercise of their rights under the NLRA.

6. **No Assignments.** Each of the Parties represent and warrant that they have not assigned, transferred, or hypothecated or purported to have assigned, transferred or hypothecated, or will in the future assign, transfer or hypothecate to anyone any debt, judgment, claim, liability, demand, action, cause of action, or any interest herein, based upon or arising out of or pertaining to or concerning or connected with, any matters, facts, events, circumstances or things released herein.

7. **No Voluntary Participation in Claims Against Released Parties.** Employee represents that, as of the date of this Agreement, neither Employee nor, to Employee's knowledge, any person or entity on Employee's behalf, has filed any lawsuits, charges, complaints, petitions, claims, or other accusatory pleadings against Company or any of the other Released Parties in any court or with any governmental agency other than the Complaint. Employee further agrees that Employee will not voluntarily participate in any other individual's litigation, grievance, or administrative claim against any of the Released Parties, nor encourage any other individual to pursue any litigation, grievance, or administrative claim against any of the Released Parties. To the extent permitted by law, Employee further covenants that he will bring no further claims against Company pursuant to PAGA either on an individual or representative basis on behalf of other allegedly aggrieved employees.

8. **Section 1542 of the California Civil Code.** This Agreement is intended to be effective as a general release of and bar to all claims as stated in Section 4. The Releasors specifically waive the protections of California Civil Code Section 1542, which states: "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." Employee acknowledges that Employee may later discover claims or facts in addition to or different from those which Employee now knows or believes to exist with regard to the subject matter of this Agreement, and which if known or suspected at the time of executing this Agreement may have materially affected its terms. Nevertheless, the Releasors waive any and all claims that might arise as a result of such different or additional claims or facts.

9. **Stipulation of Dismissal.** Employee agrees to sign and file a Request for Dismissal of the Complaint, with prejudice as to Employee's individual claims, within 10 (10) calendar days of receipt of the first Settlement Payment and the Court's entry of an order retaining jurisdiction to enforce the Agreement per California Code of Civil Procedure section 664.6. Employee represents that Employee has not filed with any court, administrative agency, or arbitral forum any action or claim against Employer other than the Complaint.

10. **Confidentiality.**

10.1 Employee agrees not to disclose to others the existence or terms of this Agreement, except that Employee may disclose this Agreement to the Employee's spouse, domestic partner, children, parents, attorney, and tax advisor, if these individuals agree not to disclose to others the existence or terms of this Agreement, to the extent allowed under the law.

10.2 Permitted Disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Employee shall promptly provide written notice of any such order to the Company at Lester, Cantrell & Kraus, LLP, attention Matthew J. Kraus. Nothing in this Agreement prevents or restricts the disclosure of factual information relating to claims filed in a civil or administrative action regarding sexual assault or battery, harassment, or discrimination based on a legally protected characteristic, failure to prevent workplace harassment or discrimination, or retaliation against a person for reporting or opposing unlawful harassment or discrimination. Furthermore, nothing in this Agreement prohibits or restricts Employee's testimony in an administrative, legislative, or judicial proceeding, as requested by court order, subpoena, or written request from an administrative agency or the legislature, regarding alleged criminal conduct or alleged sexual harassment. Further, this Agreement in no way prohibits or is intended to restrict any protected rights under Section 7 of the NLRA or otherwise prohibit disclosing information as permitted by law.

11. Default; Notice; Cure; Acceleration; Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payments due hereunder, it shall be in default of its obligations. Employee shall thereafter give notice of default to counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Settlement.

12. Non-Defamation. Employee agrees and covenants not to make any remarks that are maliciously untrue and made with knowledge of their falsity with reckless disregard for their truth or falsity (i.e., defamatory) to the media, general public, or any other person or entity about the Company or any of the Released Parties.

13. Return of Property. Employee represents that Employee has returned all the Company's property.

14. Neutral Reference. In response to a request for reference, the Company will only provide your job title and dates of employment.

15. Successors and Assigns. This Agreement is binding on Employee's heirs, family members, executors, agents, and assigns.

16. Governing Law, Jurisdiction, and Venue. This Agreement and all matters arising out of or relating to this Agreement and Employee's employment by the Company, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the state of California without regard to any conflict of laws principles that would require the laws of any other jurisdiction to apply. All Parties agree that in any litigation arising out of this Agreement, the correct venue shall be the Sacramento Superior Court.

17. Attorneys' Fees and Costs. The Parties agree that each party shall pay for their own

attorney's fees and expenses related to all claims and issues in this matter. In the event of any dispute, controversy, claim, or action arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the dispute, controversy, claim, or action.

18. Payment of Liens. Employee warrants that she shall be responsible for any and all liens, and taxes related to the Settlement Sum, and damages alleged in the Complaint, including but not limited to: any insurance or attorney liens that may exist as a result. Employee further acknowledges that Employer will not pay for, and are not responsible for, and have no notice of any liens guaranteeing payment to any creditor, attorney, or any other expense incurred by, for, or on behalf of Employee, who acknowledges that he is solely responsible for any unpaid taxes, liens or expenses, and attorney liens as of the date of this Agreement and/or that continue to accrue in the future. Employee further warrants that no liens of any kind related to the Settlement Sum exist from his attorney(s) or any other third party.

19. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Company and Employee relating to the subject matter in this Agreement and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter; provided, however, that nothing in this Agreement modifies, supersedes, voids, or otherwise alters any arbitration, confidentiality, nondisclosure, or related agreements signed by Employee during Employee's employment with Company, which remain in full force and effect. In the event of any inconsistency between this Agreement and any other agreement between Employee and Company, the statements in this Agreement shall control.

20. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties.

21. Interpretation. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. This Agreement shall not be construed against either Party as the author or drafter of the Agreement.

22. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

23. Admissibility and Enforceability of Agreement. The Parties agree this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Parties' Agreement, as set forth in this Agreement pursuant to California Evidence Code section 1123 and California Code of Civil Procedure section 664.6. The Court in the Action shall retain jurisdiction to enforce this Agreement, as authorized by California Code of Civil Procedure section 664.6 and as otherwise allowed by law.

///

24. Acknowledgment of Full Understanding. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date above.

**MYERS ELECTRIC COMPANY,
INC.**

Dated: _____

Signature: _____

Name: _____

Title: _____

KEENAN PATTON

Dated: 07 / 29 / 2024

Signature:  _____

APPROVED AS TO FORM:

GAINES LAW CORPORATION

Dated: July 29, 2024

By:  _____
Evan S. Gaines, Attorney for Plaintiff
Keenan Patton

LESTER, CANTRELL & KRAUS, LLP

Dated: _____

By: _____
Matthew J. Kraus, Attorneys for Defendant
Myers Electric Company, Inc.

24. Acknowledgment of Full Understanding. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date above.

**MYERS ELECTRIC COMPANY,
INC.**

Dated: 14/08/24

Signature: *Forrest Myers*
Forrest Myers (Aug 14, 2024 12:44 PDT)
Name: forrest myers
Title: ceo

KEENAN PATTON

Dated: _____

Signature: _____

APPROVED AS TO FORM:

GAINES LAW CORPIRATION

Dated: _____

By: _____
Evan S. Gaines, Attorney for Plaintiff
Keenan Patton

LESTER, CANTRELL & KRAUS, LLP

Dated: 8/14/24

By: *[Signature]*
Matthew J. Kraus, Attorneys for Defendant
Myers Electric Company, Inc.