

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Settlement Agreement” or “Agreement”) is entered into by and between **AMPAM Parks Mechanical, Inc.** (referred to throughout this Agreement as “Defendant”) and **Kevin Lopez** (“Plaintiff”). The term “Party” or “Parties” as used herein shall refer to Defendant, Plaintiff, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

- (a) Plaintiff was formerly employed by Defendant;
- (b) Plaintiff’s last day of employment with Defendant was August 20, 2021 (“Separation Date”);
- (c) On or about October 12, 2021, Plaintiff brought an action against Defendant, which is pending as *Kevin Lopez v. Ampam Parks Mechanical, Inc.*, Los Angeles Superior Court Case No.: 21STCV37552 (the “Lawsuit” or “PAGA Action”). In the Lawsuit, Plaintiff asserts a single cause of action pursuant to the California Private Attorneys General Act (“PAGA”) seeking civil penalties on behalf of himself and other allegedly aggrieved employees for (1) failure to pay minimum wage for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay meal period premiums; (4) failure to provide rest periods or pay rest period premiums; (5) failure to reimburse business expenses; (6) failure to timely pay earned wages during employment; (7) failure to provide complete and accurate wage statements; and (8) failure to pay all wages due at the time of termination/resignation; and
- (d) There has been no determination on the merits of the Lawsuit but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendant have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant and/or Defendant’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement;
- (e) Plaintiff affirms that he is not an aggrieved employee under PAGA pursuant to California Labor Code section 2699(c), does not have standing to pursue any individual and/or non-individual representative claims under PAGA against the Releasees, and will dismiss his individual PAGA claims with prejudice and the PAGA representative claims without prejudice. Plaintiff specifically covenants not to file or pursue any claims under PAGA against the Releasees in an individual or non-individual representative capacity. This covenant is a material term of this Agreement.

(f) The Parties will file a Stipulation and Proposed Order for Court Approval of Plaintiff's PAGA Settlement and Dismissal with the Court in order to obtain: (1) approval of Plaintiff's individual PAGA Settlement; (2) dismissal of Plaintiff's individual PAGA claims with prejudice, and (3) dismissal of Plaintiff's representative PAGA claims without prejudice.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) In consideration for Plaintiff signing this Agreement, and complying with its terms and subject to the revocation language below, Defendant agrees to pay the total gross sum of TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) (the "Settlement Payment"), ONE HUNDRED DOLLARS (\$100.00) of which will be allocated as PAGA penalties sought by Plaintiff, to be paid as follows:

(1) One payment for alleged lost wages by check made payable to "Kevin Lopez" in the amount of ONE THOUSAND NINE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$1,990.00), less applicable payroll/tax withholdings, for which Defendant shall issue an IRS Form W-2 to Plaintiff;

(2) One payment for alleged liquidated damages, penalties, attorneys' fees and costs and interest by check made payable to "Lavi & Ebrahimian LLP Client Trust Account" in the amount of SEVENTEEN THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$17,935.00), for which Defendant shall issue an IRS Form 1099-MISC to each of Plaintiff and Plaintiff's Counsel;

(3) One payment for the Labor and Workforce Development Agency's seventy-five percent (75%) portion of the amount allocated to PAGA penalties by check made payable to the "Labor and Workforce Development Agency" in the amount of SEVENTY-FIVE DOLLARS (\$75.00).

(b) The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and that the consideration set forth in Section 2(a) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(c) Plaintiff agrees that Plaintiff is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Paragraph 2(a)(2). Plaintiff understands and agrees Defendant is providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, and Plaintiff's successors, assigns, heirs, executors, and administrators (and Plaintiff's legal representatives of every kind), agree to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Defendant or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Plaintiff's Counsel pursuant to Paragraph 2(a) of this Agreement. Plaintiff agrees that Plaintiff shall indemnify the Releasees for the full amount of such liability

within thirty (30) days after receipt of notice from Defendant or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(d) Plaintiff affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance or interest in Plaintiff's claims, demands, and causes of action against Releasees, Plaintiff will be responsible for paying any costs and fees associated with and otherwise satisfying that hold or lien or other encumbrance, and will hold Releasees and their attorneys harmless for any costs or fees they incur in association with the hold or lien.

(e) Any settlement payments made by check set forth in this paragraph will be delivered to Plaintiff's Counsel at Lavi & Ebrahimian, LLP 8889 W Olympic Blvd., Suite 200, Beverly Hills, CA 90211.

3. No Consideration Absent Execution of this Agreement.

Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein.

4. Disbursal of Settlement Funds/Dismissal of Action.

(a) The settlement payments described in Paragraph 2(a) will be sent within thirty (30) days after the latest of the following have occurred:

(1) counsel for Defendant receives a copy of the Agreement signed by Plaintiff and Plaintiff's counsel;

(2) counsel for Defendant receives an executed W-9 Form from Plaintiff's Counsel;

(3) counsel for Defendant receives an executed W-9 Form and W-4 Form from Plaintiff;

(4) the Court signs the Stipulation and Order for Court Approval of Plaintiff's PAGA Settlement and Dismissal; or when the Court enters an order dismissing the Action in its entirety; and

(5) the revocation period following the signing of this Agreement has expired.

(b) If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

///

///

5. **General Release, Claims Not Released and Related Provisions.**

(a) **General Release of All Claims.** Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

Title VII of the Civil Rights Act of 1964;
 Sections 1981 through 1988 of Title 42 of the United States Code;
 The Employee Retirement Income Security Act of 1974 ("ERISA");
 The Internal Revenue Code of 1986;
 The Immigration Reform and Control Act;
 The Americans with Disabilities Act of 1990;
 The Worker Adjustment and Retraining Notification Act;
 The Fair Credit Reporting Act;
 The Family and Medical Leave Act;
 The Equal Pay Act;
 The Genetic Information Nondiscrimination Act of 2008;
 The Age Discrimination in Employment Act of 1967 ("ADEA");
 The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
 Executive Order 11246;
 The Rehabilitation Act;
 The Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA");
 Families First Coronavirus Response Act;
 The Pregnant Worker's Fairness Act ("PWFA")
 California Family Rights Act – Cal. Gov't Code § 12945.2;
 California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
 California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
 Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
 California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
 California Parental Leave Law – Cal. Lab.

Code § 230.7 et seq.;
 California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
 The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
 The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
 California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
 those provisions of the California Labor Code that lawfully may be released;
 any other federal, state or local law, rule, regulation, or ordinance;
 any public policy, contract, tort, or common law; or
 any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendant's qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement or any other agreement Plaintiff may have signed or company policy, prohibits, prevents, or otherwise limits Plaintiff from (1) reporting possible violations of federal or other law or regulations to any governmental agency, regulatory body, or law enforcement authority (e.g., EEOC, NLRB, SEC, DOJ, CFTC, U.S. Congress, or an Inspector General), (2) filing a charge or complaint with any such governmental agency, or (3) participating, testifying, or assisting in any investigation, hearing, or other proceeding brought by, in conjunction with, or otherwise under the authority of any such governmental agency. Plaintiff is also not required to notify or obtain permission from Employer when filing a governmental whistleblower charge or complaint or engaging or participating in protected whistleblower activity.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendant or any other Releasee identified in this Agreement is a party. In the event any class or collective claim is brought against Releasees, which includes or may include Plaintiff and/or Plaintiff's heirs, executors, administrators, and successors, immediately upon learning of Releasee's inclusion, Plaintiff and/or Plaintiff's heirs, executors, administrators, and successors, as applicable, shall withdraw therefrom without obtaining or accepting any relief or recovery. Similarly, as to any such claim against any Releasee that is not otherwise released, Plaintiff waives Plaintiff's right to a jury trial subject to applicable law.

(e) **Waiver of California Civil Code Section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states 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.

Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, including this waiver of California Civil Code Section 1542, and that Plaintiff has

consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of Section 1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

6. Confidentiality.

Plaintiff confirms that prior to the execution of this Agreement, Plaintiff has not revealed its financial terms to any third parties. Plaintiff agrees not to disclose any information regarding the financial terms of this Agreement, except to Plaintiff's spouse, tax advisor, an attorney with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Agreement and/or to any federal, state or local government agency. This confidentiality restriction shall not be construed to limit Plaintiff's rights under the National Labor Relations Act.

7. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed, caused to be filed, or presently is a party to any claim against Defendant, except for the class action lawsuit filed by Plaintiff against Defendant on August 6, 2021, in the Los Angeles Superior Court (Case No.: 21STCV29061), which was dismissed on January 7, 2022, and the Lawsuit, which is being dismissed with prejudice as to Plaintiff's individual claims and dismissed without prejudice as to Plaintiff's non-individual representative claims. Nothing in this Agreement or these Affirmations is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Plaintiff also affirms that Plaintiff has reported all hours worked as of the date Plaintiff signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Plaintiff signs this Agreement.

(c) Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment and has been reimbursed by Defendant for all necessary expenses or losses incurred by Plaintiff.

(d) Plaintiff affirms that Plaintiff has been granted any leave to which Plaintiff was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(e) Plaintiff specifically covenants not to file any claim or suit against Releasees premised upon any act or omissions that occurred prior to the date Plaintiff executes this agreement, and this covenant is a material term of this Agreement.

(f) The Parties stipulate that the Superior Court for the State of California, County of Los Angeles, shall retain jurisdiction to enforce the terms of this Agreement pursuant to Code of Civil Procedure section 664.6. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

(g) Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases.

(h) Plaintiff also affirms that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Defendant and/or common law. Under the federal Defend Trade Secrets Act of 2016, Plaintiff shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Plaintiff's attorney in relation to a lawsuit against Defendant for retaliation against Plaintiff for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(i) Plaintiff further affirms that Plaintiff has not reported internally to Defendant any allegations of wrongdoing by Defendant or its officers and Plaintiff has not been retaliated against for reporting or objecting to any such allegations internally to Defendant.

(j) Plaintiff affirms that all of Defendant's decisions regarding Plaintiff's pay and benefits through the date of Plaintiff's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(k) Plaintiff represents, warrants and acknowledges that there are bona fide legal arguments and good-faith disputes between the Defendant and Plaintiff, and that the consideration described in Paragraph 2 reflects a full compromise for any such claims, including claims under the Fair Labor Standards Act (or applicable state or local wage law) as of the date of execution of the Agreement. Accordingly, the Parties have not found it necessary for the United States Department of Labor (the "USDOL") or any other federal, state or local governmental department or agency to supervise or approve this Agreement, but the Parties agree that if a USDOL or other proceeding is required to approve this Agreement, the Parties shall seek approval and enforcement hereof, including filing a motion or request for approval of this settlement as full consideration for the asserted claim from a court of competent jurisdiction and/or the USDOL (or

applicable state or local agency). If any claim is not barred by this Agreement, all monies paid hereunder shall be set-off against any relief or recovery.

8. Return of Property.

Except as provided otherwise in this Agreement or by law, Plaintiff affirms that Plaintiff has returned all of Defendant's property, documents, and/or any confidential information in Plaintiff's possession or control.

Plaintiff also affirms that Plaintiff is in possession of all of Plaintiff's property that Plaintiff had at Defendant's premises and that Defendant is not in possession of any of Plaintiff's property.

9. Non-Disparagement.

Plaintiff agrees to refrain from making statements that are maliciously disparaging or defamatory about Releasees, or Releasees' customers, suppliers, or vendors, including but not limited to communications on social media websites such as Facebook, Twitter, LinkedIn, or Glassdoor on blogs, by text or email or other electronic means. This provision does not prohibit Plaintiff from making truthful statements about the terms or conditions of Plaintiff's employment, or from exercising Plaintiff's rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

10. Medicare Secondary Payer Rules.

Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

11. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision; provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Agreement. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. However, the Party instituting such an action must take steps to file this Agreement or any documents setting forth the terms of this Agreement with the court under seal. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees. Should any provision of this Agreement be

declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Plaintiff agrees to sign a replacement release in a form provided by Defendant.

12. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

13. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

14. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Defendant and Plaintiff, which shall remain in full force and effect according to their terms. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

15. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

16. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

17. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Plaintiff or any party acting on Plaintiff's behalf.

18. No Transfer/Assignment of Claims.

Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff agrees that he is solely responsible for the satisfaction of any assignment or

lien to any lien holder and will indemnify and hold the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Releasees as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF ALREADY HAS ATTAINED THE AGE OF FORTY (40) AND UNDERSTANDS THAT THIS IS A FULL RELEASE OF ALL EXISTING CLAIMS WHETHER CURRENTLY KNOWN OR UNKNOWN INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL, AND SO DOING, ENTERS INTO THIS AGREEMENT.

PLAINTIFF MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE SENT VIA OVERNIGHT MAIL AND EMAIL TO THE ADDRESSES BELOW WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT.

Nicky Jatana
Andrea F. Oxman
Kishaniah Dhamodaran
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Nicky.Jatana@jacksonlewis.com
Andrea.Oxman@jacksonlewis.com
Kishaniah.Dhamo@jacksonlewis.com

PLAINTIFF UNDERSTANDS THAT THE RELEASES CONTAINED IN THIS AGREEMENT DO NOT EXTEND TO ANY RIGHTS OR CLAIMS THAT PLAINTIFF HAS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT THAT FIRST ARISE AFTER EXECUTION OF THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

KEVIN LOPEZ

AMPAM PARKS MECHANICAL, INC.

By: _____

By: Uzma Khan
Uzma Khan
Vice President, Business Operations

Date: _____

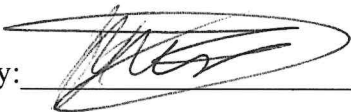
Date: 11/18/2024

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

KEVIN LOPEZ

AMPAM PARKS MECHANICAL, INC.

By:  _____

By: _____
Uzma Khan
Vice President, Business Operations

Date: 11-18-2024

Date: _____