

SETTLEMENT AGREEMENT AND GENERAL RELEASE

In order to settle as fully as possible all known and unknown claims I, Carlos Arziga, might have against Del West Engineering, Inc. (Company) and all related parties, the Company and I agree to the terms and conditions of this Settlement Agreement and General Release (Agreement). The "Effective Date" of this Agreement will be the date I return a copy of this Agreement signed by me to the Company.

1. Consideration: Within 15 business days after the later of the Effective Date and the date I and my attorneys satisfy all conditions for payment contained in this Agreement, the Company will pay me \$10,000.00 (Consideration), an amount to which I am not otherwise entitled. This Consideration will not be taken into account when determining my rights or benefits under any program. The Company will report this amount on IRS Form 1099 and its state and local equivalents. The Company must receive any tax forms it requires from me and my attorneys, LOYR, APC as a condition of payment. The Company will pay the \$10,000.00 Consideration directly to LOYR, APC Client Trust Account.

2. Release: I release (i.e., give up) all known and unknown claims that I have as of the time I sign this Agreement against the Company, all current and former, direct and indirect parents, subsidiaries, brother-sister companies, and all other affiliates and related partnerships, joint ventures, or other entities, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this section, and their successors, specifically including Alfred Sommer (Released Parties and each a Released Party). For example, I am releasing all common law contract, tort, or other claims I have or might have, as well as all claims I have or might have under the Worker Adjustment & Retraining Notification Act (the WARN Act), the Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act (ADA), the Employee Retirement Income Security Act of 1974 (ERISA), and any similar domestic or foreign laws, such as the California Fair Employment and Housing Act, California Labor Code Section 200 *et seq.*, California Labor Code Section 2698 *et seq.*, California Business and Professions Code Section 17200, *et seq.*, and any applicable California Industrial Welfare Commission order. I understand and agree that this release is a good-faith compromise of disputed wage claims. However, I am not releasing (i) any of the few claims that the law does not permit me to release by private agreement; (ii) vested benefits (except already-denied benefits) under any employee-benefit plan governed by ERISA; (iii) any right I have to be indemnified by the Company; or (iv) my right to enforce this Agreement.

I expressly waive the protection of Section 1542 of the Civil Code of the State of California and any analogous rule or principle of any other jurisdiction. Section 1542 provides:

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.

3. **Ownership of Claims:** I have not assigned or given away any of the claims I am releasing.

4. **Applicable Law:** To the extent federal law does not apply, this Agreement is governed by the internal laws (and not the conflicts of law rules) of California.

5. **Covenants:** I acknowledge and agree that:

(a) **Dismissal of Pending Claims:** I agree to cause the dismissal with prejudice of Los Angeles Superior Court Case No. 22STCV03735, and any other pending lawsuit, complaint, charge, action, compliance review, investigation, or proceeding asserting any claim that I have released within five days after the Effective Date. Until that dismissal is ordered and entered, I will not be entitled to receive any payments or benefits under this Agreement.

(b) **Amount of Agreement to be Confidential:** I have not disclosed and agree never to disclose the amount I am being paid under this Agreement, to anyone other than a member of my immediate family or my attorney or other professional advisor and, even as to such a person, only if the person agrees to honor this confidentiality requirement. Such a person's violation of this confidentiality requirement will be treated as a violation by me. This subsection does not prohibit disclosures to the extent necessary to enforce this Agreement in a legal proceeding (but I will jointly request with the Company that it be filed under seal), to the extent required by law, or to the extent applicable law invalidates such a prohibition.

6. **Consideration of Agreement:** If initially I did not think any representation made in this Agreement was true or if initially I felt uncomfortable in making it, I have resolved all my doubts and concerns before signing this Agreement. I have carefully read this Agreement, I fully understand what it means, I am entering into it knowingly and voluntarily, and all my representations in it are true. I agree that I have been given all of the time I needed to consult an attorney regarding this Agreement. To the extent that I needed translation assistance to understand this Agreement, I received it.

7. **Additional Representations:** When I decided to sign this Agreement, I was not relying on any representations that are not included in this Agreement. The Company would not have agreed to pay me payments or benefits in exchange for signing this Agreement but for the representations and covenants I made by signing it. I have properly reported all hours that I have worked and I have been paid all compensation, benefits, and other amounts that the Company or any Released Party owed me. I have submitted a request for reimbursement for all amounts that I am entitled to receive reimbursement from any of the Released Parties.

8. **Fees and Costs:** In the event of litigation or arbitration relating to this Agreement or its subject matter, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. **Government and Agency Communication, Testimony, Charges, etc.:** Nothing in this Agreement prevents me from giving truthful testimony or truthfully responding to a valid subpoena, or communicating, testifying before or filing a charge with government or regulatory

entities (such as the U.S. Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), U.S. Department of Labor (DOL), or U.S. Securities and Exchange Commission (SEC)), subject to any obligation I may have to take steps to protect confidential information from public disclosure. However, I promise never to seek or accept any compensatory damages, back pay, front pay, or reinstatement remedies for myself personally with respect to any claims released by this Agreement.

10. Miscellaneous:

(a) Complete Agreement: This Agreement is the entire agreement relating to any claims or future rights that I have or might have with respect to the Company and the Released Parties. Once in effect, this Agreement is a legally admissible and binding agreement. It will not be construed strictly for or against me, the Company, or any other Released Party. The headings contained in this Agreement are for convenience and shall not affect the meaning or interpretation of this Agreement.

(b) Counterparts: This Agreement may be signed in one or more counterparts or multiple originals, each of which shall be an original but all of which together shall constitute one and the same document. The parties agree that facsimile and electronic signatures have the same force and effect as original signatures.

(c) Waiver: No waiver of any provision of this Agreement shall be binding unless reduced to writing and signed by the waiving party. No such waiver of any provision of this Agreement shall waive of any other provision of this Agreement or constitute a continuing waiver.

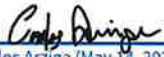
(d) Amendments: This Agreement only may be amended by a written agreement that the Company and I both sign.

(e) Effect of Void Provision: If the Company or I successfully assert that any provision in this Agreement is void, the rest of the Agreement will remain valid and enforceable unless the other party to this Agreement elects to cancel it; provided, however, that if the Company asks me to sign a new document containing a legal and enforceable replacement provision in lieu of canceling the Agreement, I promise that I will do so. If this Agreement is canceled, I will repay any payments or benefits I received for signing it.

(f) No Wrongdoing: This Agreement is not an admission of wrongdoing by the Company or any other Released Party; neither it nor any drafts will be admissible evidence of wrongdoing.

YOU MAY NOT MAKE ANY CHANGES TO THIS AGREEMENT. BEFORE SIGNING THIS AGREEMENT, READ IT CAREFULLY, AND THE COMPANY ADVISES YOU TO DISCUSS IT WITH YOUR ATTORNEY. BY SIGNING IT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.

Date: 05/14/2024


Carlos Arziga (May 14, 2024 18:17 PDT)

Carlos Arziga

Date: 5/15/2024



Del West Engineering, Inc.

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