

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered by and between JOSEPH VAN DERA ("Plaintiff") and COMPA INDUSTRIES, INC., a New Mexico Corporation ("Defendant") (Plaintiff and Defendant are also referred to as "party" and/or "parties"). This Agreement is entered into with reference to the following facts:

RECITALS

WHEREAS, on or about July 21, 2022, Plaintiff transmitted a letter to the California Labor and Workforce Development Agency asserting that Defendant failed to comply with California Labor Code §204;

WHEREAS, on or about November 28, 2022, Plaintiff sent an additional written notice to the LWDA of Defendant's violations of Labor Code §§ 98.6, 970, 972, and 1102.5, pursuant to Labor Code § 2698;

WHEREAS, on November 29, 2022, Plaintiff filed a Complaint in the Superior Court of the State of California for the County of San Diego, entitled *Joseph Van Dera v. Compa Industries, Inc.*, Case No. 37-2022-00047770-CU-WT-CTL for (1) Disability Discrimination in Violation of the Fair Employment and Housing Act ("FEHA"); (2) Failure to Accommodate in Violation of the FEHA; (3) Failure to Engage in Interactive Process in Violation of the FEHA; (4) Failure to Prevent Discrimination in Violation of the FEHA; (5) Retaliation in Violation of the FEHA; (6) Violation of Labor Code §§ 970 and 972; (7) Whistleblower Retaliation in Violation of Labor Code §§ 98.6 and 1102.5; (8) Wrongful Termination in Violation of Public Policy; (9) Intentional Infliction of Emotional Distress; and (10) Violation of the Private Attorneys General Act ("PAGA");

WHEREAS, on January 11, 2023, Defendant removed the action to the U.S.D.C. Southern District of California (the "Court"), Case No. 23CV0049W JLB;

WHEREAS, on February 23, 2023 and March 6, 2023, the Parties attended an Early Neutral Evaluation with Honorable Jill L. Burkhardt and reached a settlement of the representative PAGA claim for \$1,000.00 ("Settlement Amount");

NOW, THEREFORE, in consideration for the mutual covenants, conditions and promises set forth in this Agreement, and for good and valuable consideration, the parties hereto agree as follows:

TERMS AND CONDITIONS

The recitals set forth in paragraphs hereinabove are incorporated in this Agreement by reference as though set forth in full.

1. **Settlement.** Defendant shall pay \$1,000.00 in PAGA penalties, which shall include all payments to all aggrieved employees and payments to the California Labor & Workforce Development Agency ("LWDA").

2. **PAGA Period.** The “PAGA Period” shall be defined as the period starting July 21, 2021 to September 30, 2022.

3. **Aggrieved Employee.** An “Aggrieved Employee” is any current and/or former non-exempt California employee who worked for Defendant during the PAGA Period. Defendant represents that there are 5 Aggrieved Employees who worked a total of approximately 57 pay periods during the PAGA Period. In the event the number of pay periods worked by the Aggrieved Employee is more than 10% of the 57 pay periods, Defendant will increase the Settlement Amount proportionally.

4. **Procedure for Approving Settlement.** The Parties will file a Joint Stipulation and Approval of PAGA Settlement and Proposed Order with the Court. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement.

If the Court does not grant approval of the Settlement, or if the Court’s final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void.

5. **Payments to Aggrieved Employees.** Defendant will distribute to each Aggrieved Employee a Settlement Share from 25% of the Settlement Amount (hereinafter referred to as “Aggrieved Employee Fund”); the remainder of the Settlement Amount shall be paid to the LWDA as part of the LWDA Payment. The Settlement Share is intended to settle claims for PAGA civil penalties. Accordingly, Defendant will issue to the PAGA Aggrieved Employees IRS Form 1099s with respect to the payments. Each Aggrieved Employee’s Settlement Share shall be determined by multiplying the Aggrieved Employee Fund by a fraction, with the numerator equal to the number of pay periods worked by each Aggrieved Employee during the PAGA Period and the denominator equal to the number of whole pay periods collectively worked by all of the Aggrieved Employees during the PAGA Period.

6. **LWDA Payment.** The Settlement Administrator will pay 75% of the Settlement Amount to the LWDA as its share of the settlement attributable to civil penalties under PAGA (“LWDA Payment”). If the Court approves an LWDA Payment of less than 75% of the Net Settlement Amount, the remainder will be retained in the Net Settlement Amount for distribution to the PAGA Aggrieved Employees.

7. **Funding and Distribution.** Within 30 days of the Court’s approval of the Settlement, Defendant will send Payments to the Aggrieved Employees and LWDA Payment as described above.

8. **Tax Liability:** All parties agree to bear their own costs as to any taxes that may be assessed on the Settlement Payment. Defendant may issue IRS forms 1099 to the Aggrieved Employees for the total Settlement Payment amount.

9. **Release by Aggrieved Employees.** Plaintiff, as a proxy of the State of California's LWDA, releases any all claims under the PAGA *with prejudice* against Defendant, and any of its present and former parents, subsidiaries and affiliated companies, including Triad National Security, LLC and Los Alamos National Laboratory ("LANL"), or entities, from penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code § 204 that accrued during the PAGA Period.

10. **Attorneys' Fees and Costs of the Action.** The settling parties shall bear their own respective attorneys' fees and costs in the Action.

11. **Warranty of Non-Assignment.** Each party warrants and represents that they have not assigned or transferred, nor purported to assign or transfer, to any person or entity, any right, claim or cause of action or portion thereof, or nay interest therein, that is the subject of this Agreement, and that they are the sole owners of the rights, claims and causes of action that are being released.

12. **Drafting of this Agreement.** The parties acknowledge and agree that this Agreement has been negotiated at arms length, and that each party has had the opportunity to participate in the drafting of the Agreement through counsel of that party's choice. Accordingly, nothing in this Agreement shall be construed against any party to it on the grounds that such party is the drafter, or the person who caused a particular provision to be drafted.

13. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California without regard to any jurisdiction's choice-of law rules. The parties consent to the jurisdiction and venue of the U.S.D.C. Southern District of California for any disputes arising out of the interpretation or enforcement of this Agreement.

14. **Amendments/Modifications.** This Agreement may not be amended, changed or modified, or any covenant or provision hereof waived, except by a written agreement, executed in writing by the parties hereto.

15. **Severability.** If any term of this Agreement is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected by such determination and shall remain valid and fully enforceable. Notwithstanding the forgoing, if, for any reason, any court holds that the portion of this Agreement requiring the Settlement Payment is unenforceable, then this entire Agreement shall be considered null and void.

16. **No Admission of Liability.** This Agreement is a settlement of disputed claims, and all parties to this Agreement acknowledge and agree that nothing in it is or shall be deemed to be an admission of any fact or liability with respect to any claim, contention, or cause of action that is released above. No party shall, under any circumstances, ever assert or suggest in any manner that any of the released parties have or had any liability to such party, based upon the existence or terms of this Agreement. Notwithstanding the forgoing, if the Settlement Payment is not timely made, this paragraph shall be null and void.

17. **All Waivers in Writing.** A failure by any party to enforce any term of this Agreement upon its breach does not waive enforcement of the term that was violated, nor does it waive enforcement of any other term of this Agreement. To be effective, any waiver of rights under this Agreement must be in writing and signed by the party waiving such right or rights.

18. **Counterparts.** This Agreement may be executed in one or more separate counterparts, each of which, when executed, shall be deemed an original and shall together constitute one and same Agreement, which may be sufficiently evidenced by any one counterpart, and each of which shall be fully effective against all persons executing or claiming under this Agreement. Facsimile and DocuSign signatures shall have the same force and effect as original signatures.

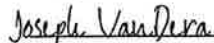
19. **Captions.** The captions of this Agreement are solely for the convenience of the parties, do not comprise any part of this Agreement, and shall not be used to interpret or determine the validity of any provision in it.

20. **Complete Agreement.** This Agreement is the final, complete and exclusive Agreement concerning its subject matter, superseding any prior or contemporaneous written or oral Agreements. There are no other representations, warranties, Agreements or undertakings, written or oral, between or among the parties to this Agreement, or those released in it, that are not fully expressed in this writing.

IN WITNESS WHEREOF, this Agreement is entered into and shall be effective as of the dates indicated below.

By signing below, I acknowledge reading, understanding, and agreeing to the terms set forth above.

Dated: 4/5/2023

DocuSigned by:

JOSEPH VAN DERA

COMPA INDUSTRIES, INC., a New
Mexico Corporation

Dated: _____

By: Bryant Bingham
Its: Chief Executive Officer

17. **All Waivers in Writing.** A failure by any party to enforce any term of this Agreement upon its breach does not waive enforcement of the term that was violated, nor does it waive enforcement of any other term of this Agreement. To be effective, any waiver of rights under this Agreement must be in writing and signed by the party waiving such right or rights.

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By signing below, I acknowledge reading, understanding, and agreeing to the terms set forth above.

Dated: _____

JOSEPH VAN DERA

COMPA INDUSTRIES, INC., a New Mexico Corporation

Dated: 03/31/2023

Bryant Bingham
Digitally signed by Bryant Bingham
Date: 2023.03.31 17:37:56 -0600

By: Bryant Bingham
Its: Chief Executive Officer

APPROVED AS TO FORM AND CONTENT:

Dated: 4/5/2023

LAW OFFICES OF CHOI & ASSOCIATES

By: 
Edward W. Choi
Attorney for Plaintiff

Dated: 4/6/23

CHOI CAPITAL LAW PLLC

By: 
Boyoon Choi
Attorney for Defendant

Dated: 4/6/23

DAVIS WRIGHT TREMAINE LLP

By: 
Julie Capell
Attorney for Defendant