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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the "Agreement") is made and entered into by and between Plaintiff Francisco Aguilar ("Plaintiff"), on the one hand, and Full Circle Electronics CA, LLC ("Defendant"), on the other hand, to settle and resolve all claims, grievances, disputes, controversies, actions, causes of action and potential causes of action between Plaintiff and Defendant, including, but not limited to, those described in Plaintiff's operative Second Amended Complaint filed by Plaintiff on February 5, 2026 titled *FRANCISCO AGUILAR, individually, and on behalf of all other similarly situated, Plaintiff, v. FULL CIRCLE ELECTRONICS CA, LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive, Defendants,* San Bernardino County Superior Court Case No. CIVSB2505915, alleging claims for (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197 and 1197.1), (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198), (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512), (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7), (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203), (6) Failure to Provide Accurate Itemized Wage Statements and to Maintain and Produce Accurate Records (Cal. Lab. Code §§ 226, 233, 245-249, 432, 1174, 1174.5, 1198, and 1198.5), (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802), (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), (9) Workplace Violence Prevention (Labor Code §§ 6401.7, 6401.9, 6428 and 6429), (10) Heat Illness Prevention and Recovery Periods (Labor Code §§ 226.7, 510, etc.; CCR §§ 3395, 3396; Wage Orders 1 & 4), and (11) Suitable Seating (Wage Orders 1 & 4) (collectively, the "Litigation").

However, for the avoidance of doubt, Plaintiff also alleged: (a) claims for civil penalties for various purported violations of the California Labor Code, California Code of Regulations, other provisions of California law and the Wage Orders of the California Industrial Welfare Commission ("IWC") in the notices he provided to the California Labor & Workforce Development Agency (the "LWDA") dated March 28, 2025 and December 9, 2025, as well as (b) a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) (the "PAGA"), which is the twelfth cause of action in the operative Second Amended Complaint on file in San Bernardino County Superior Court Case No. CIVSB2505915 (collectively, the "PAGA Claim"). The PAGA Claim is addressed in a separate written agreement between Plaintiff and Defendant entitled "Joint Stipulation of PAGA Settlement Agreement and Release," and for that reason is not released by this Agreement or included in the definition of the "Litigation". However, all other claims, grievances, disputes, controversies, actions, causes of action and potential causes of action between Plaintiff and Defendant are covered, settled, waived resolved and released by this Agreement including, but not limited to, those alleged in the Litigation.

Further, Defendant disputes and denies all claims and allegations set forth in the Litigation, as well as the PAGA Claim.

Plaintiff and Defendant are sometimes collectively referred to as the "Parties" and individually as a "Party." Based on these facts and intentions, Plaintiff and Defendant agree as follows:

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1. Termination of Employment. By entering into this Agreement, Plaintiff acknowledges that his employment with Defendant was terminated effective December 13, 2024 (the "Separation Date").

2. Settlement Pay. In consideration for Plaintiff entering into this Agreement, Defendant shall pay to Plaintiff the total gross sum of Two Thousand Dollars and Zero Cents ($2,000.00) (the "Settlement Pay"), allocated as follows:

a. Disputed Back Wages. The gross sum of Six Hundred Dollars and Zero Cents ($600.00), less required payroll withholdings and deductions, as disputed back wages. Payment of this portion of the Settlement Pay shall be made by check payable to Plaintiff, and shall be reported on a Form W-2 issued to Plaintiff.

b. Other Damages. The gross sum of Four Hundred Dollars and Zero Cents ($400.00) for other damages claimed by Plaintiff, including purported penalties allegedly owed to Plaintiff as a result of the alleged conduct of Defendant. Payment of this portion of the Settlement Pay shall be made by check payable to Plaintiff, and shall be reported on a Form 1099 issued to Plaintiff.

c. Attorney's Fees and Costs. The gross sum of One Thousand Dollars and Zero Cents ($1,000.00) for all attorneys' fees and costs allegedly incurred by Plaintiff in connection with the Litigation. Payment of this portion of the Settlement Pay shall be made by check payable to Wilshire Law Firm, and shall be reported on a Form 1099 issued to Wilshire Law Firm ("Plaintiff's Counsel") as well as a Form 1099 issued to Plaintiff.

3. Certain Logistics and Timing Regarding the Settlement Pay.

a. Taxes and Tax Forms. The payroll withholdings and deductions in connection with the Settlement Pay will be calculated as required by law based on the information contained on the Form W-4 and Form DE-4 Plaintiff provides to Defendant's legal counsel John M. Wicker of Stradling Yocca Carlson & Rauth LLP (email: jwicker@stradlinglaw.com) ("Defendant's Counsel"). Plaintiff shall provide Defendant's Counsel with a completed Form W-9 as well as a completed Form W-4 and completed Form DE-4 for himself, as well as a completed Form W-9 for Plaintiff's Counsel, within ten calendar days of executing this Agreement, and Plaintiff acknowledges that providing such tax forms to Defendant is a condition to receiving the Settlement Pay, or any portion thereof. Plaintiff's Form W-2 and Form 1099 shall be mailed to the address listed below Plaintiff's signature at the end of this Agreement, and Plaintiff's Counsel's Form 1099 shall be mailed to 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017.

b. Timing of the Settlement Pay. Provided Plaintiff timely executes this Agreement pursuant to the "Review of Agreement" Section below, the Settlement Pay shall be paid no later than 21 calendar days after the latest date that Plaintiff: (i) signs and returns this executed Agreement, along with a Form W-9 completed by Plaintiff's Counsel as well as a Form W-9, Form DE-4 and Form W-4 completed by Plaintiff, to Defendant's Counsel, and (ii) dismisses the Litigation with prejudice (including entry of such dismissal by the Court), as set forth in more

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detail in Section 4 below (whichever is latest). Further, the Parties agree that there shall be no interest due or payable on the Settlement Pay under any circumstances whatsoever.

c. Settlement Checks. All three checks in connection with the Settlement Pay shall be sent to the attention of John Brown at Wilshire Law Firm, to the address 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017, by U.S. Mail or overnight delivery service. Any payment that is timely postmarked shall be deemed timely pursuant to this Agreement. Plaintiff acknowledges that Defendant is not otherwise obligated to provide Plaintiff the Settlement Pay, or any portion thereof, and is doing so only as a term and condition of this Agreement.

4. Dismissal of the Litigation With Prejudice. In partial consideration for payment of the Settlement Pay and the promises and covenants contained herein, Plaintiff shall dismiss the Litigation with prejudice. Within ten (10) business days of providing Defendant's Counsel with a signed copy of this Agreement, Plaintiff shall submit to the San Bernardino County Superior Court (the "Court") a Request for Dismissal of the Litigation with prejudice, provide a copy of that submitted form to Defendant's Counsel as well as serve on Defendant's Counsel a conformed copy of that form after it is filed by the Court and take any and all other actions necessary to cause the Litigation to be dismissed in its entirety with prejudice. Plaintiff further agrees that receipt of the Settlement Pay is conditioned upon his dismissal of his claims in the Litigation with prejudice and all relevant courts, agencies and tribunals accepting such dismissal with prejudice and that, notwithstanding any other language in this Agreement, Defendant shall not be required to deliver the Settlement Pay or any portion thereof prior to Plaintiff's claims in the Litigation being dismissed in their entirety with prejudice. For the avoidance of doubt, Plaintiff's dismissal of the Litigation as set forth in this Section will not result in a dismissal of the PAGA Claim which is addressed in a separate written agreement between Plaintiff and Defendant entitled "Joint Stipulation of PAGA Settlement Agreement and Release." Plaintiff further agrees that he shall provide Defendant's Counsel with a copy of the Request for Dismissal of the Litigation with prejudice that he proposes filing with the Court at least three court days prior to filing such Request for Dismissal with the Court, and that he shall not file such Request for Dismissal prior to Defendant's Counsel approving it.

5. Final Compensation. As of the date of this Agreement, and except for the obligations created by this Agreement, Plaintiff acknowledges and agrees he has been paid all compensation to which he is entitled in connection with his employment with Defendant, including all wages and accrued vacation (if any) up to and including the Separation Date, and further acknowledges and agrees he has been reimbursed and indemnified by Defendant for all expenses and losses to which he is entitled in connection with his employment with Defendant (if any) up to and including the Separation Date. Plaintiff acknowledges and agrees that this Agreement is entered into to resolve any and all of the Claims described below, including but not limited to any and all Claims for wages or compensation of any type or character, all such Claims being disputed in good faith. Without in any way limiting the foregoing, Plaintiff further acknowledges and agrees that the claims in the Litigation and the PAGA Claim are disputed.

6. Health Insurance Coverage. To the extent applicable, Plaintiff acknowledges he has already been separately notified of his right to continued health insurance coverage under the COBRA regulations, if any.

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7. Release and Discharge of Claims. In consideration for the promises and covenants contained herein, Plaintiff irrevocably and unconditionally releases and discharges Defendant and each of its former, present and future parent entities (including, without limitation, Full Circle Electronics Group, LLC, Tide Rock YieldCo, LLC and Tide Rock Holdings, LLC), subsidiary entities, affiliated entities and related entities, and each of their respective predecessors, successors and assigns, and, for all of the foregoing, each and all of their respective former, present and future agents, managing agents, officers, directors, shareholders, investors, owners, founders, lenders, members, partners, managers, representatives, servants, employees, joint employers, attorneys, consultants, advisors, insurers, subsidiaries and parent entities, and as to any individual their marital community, community property, trustees, trusts, executors, heirs, guardians and registered representatives (collectively, "Releasees"), from any and all claims, liabilities, obligations, promises, causes of actions, actions, suits, or demands, of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, arising from or relating to any omissions, acts or facts that have occurred up until and including the date of this Agreement, including but not limited to those arising from or related or attributable to Plaintiff's employment with Defendant and his separation from such employment ("Claims"). Such Claims include, but are not limited to, claims based upon any violation of Defendant's policies and regulations or any written or oral contract or agreement between Defendant and Plaintiff; tort and common law claims including but not limited to claims for wrongful or retaliatory discharge, emotional distress, defamation, slander, fraud, negligence, libel or false imprisonment, claims for attorneys' fees, back pay, front pay or reinstatement; claims for penalties of any kind or nature; claims based upon employment discrimination or harassment of any kind or nature, and claims based upon alleged violation of: the California Fair Employment and Housing Act (California Government Code section 12900, et seq.); the Unruh Civil Rights Act (California Civil Code section 51); the California Family Rights Act (California Government Code sections 12945.2 and 19702.3); the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; the Equal Pay Act of 1963, as amended (29 U.S.C. section 206(d) et. seq.); the California Fair Pay Act (California Labor Code section 1197.5); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. section 2000e et seq.); the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. section 1001 et seq.); the Family Medical Leave Act (29 U.S.C. section 2601 et seq.); the Fair Labor Standards Act of 1938, as amended (29 U.S.C. section 201, et seq.); the Worker Adjustment and Retraining Notification Act (29 U.S.C. section 2101, et seq.) and California Labor Code sections 1400-1408; the United States and California Constitutions; the Americans With Disabilities Act, as amended (42 U.S.C. section 12101, et seq.); 42 U.S.C. sections 1981 and 1983; State or Federal wage and hour laws; or any other State, Federal or local ordinances, orders, regulations, statutes or laws, and all amendments to such laws as well as their respective implementing regulations. Notwithstanding the foregoing or any other language in this Agreement, and for the avoidance of doubt, the provisions of this Agreement do not release the PAGA Claim (on an individual or representative basis), and the definition of "Claims" does not include the PAGA Claim, as the PAGA Claim is addressed in a separate written agreement between Plaintiff and Defendant entitled "Joint Stipulation of PAGA Settlement Agreement and Release." The provisions of this Agreement are intended to release all claims that may be validly released as a matter of law (other than the PAGA Claim), but do not release claims that cannot be released as a matter of law. Further, and without any way limiting the foregoing, the term "Releasees" expressly includes, but is not limited to, Cal Micro Recycling, LLC. Further, and

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without any way limiting the foregoing, the term "Releasees" expressly includes, but is not limited to, any individual or entity which could be jointly and/or severally liable with Defendant.

8. Protected Rights. Plaintiff further acknowledges that nothing in the Agreement prohibits or prevents Plaintiff from (1) filing a charge with the Equal Employment Opportunity Commission, the California Civil Rights Department, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (each a "Government Agency"), (2) participating, testifying or assisting in any investigation, hearing or other proceeding before any Government Agency or when compelled or requested to do so by lawful process, (3) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful, or (4) engaging in any communications protected by Section 7 of the National Labor Relations Act. However, Plaintiff acknowledges that to the maximum extent permitted by law, he is not entitled to any monetary damages or other individual relief resulting from any charge, claim or complaint pertaining or otherwise relating to the released Claims that is filed with any Government Agency, except nothing in this Agreement prohibits or prevents Plaintiff from receiving an award for information provided to the U.S. Securities and Exchange Commission or any other securities regulatory agency or authority, or the Occupational Safety and Health Administration.

9. Protected Disclosures. Nothing in this Agreement prohibits, prevents or restricts Plaintiff from disclosing factual information, if any, related to (a) a claim filed in a civil action or complaint filed in an administrative action regarding any claimed sexual assault, sexual harassment, any act of workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or (b) an act of retaliation against a person for reporting or opposing harassment or discrimination, or (c) any act of harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

10. General Release. Plaintiff understands that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, arising from or attributable to the above-referenced matters and disputes. Plaintiff acknowledges that any and all rights granted him under section 1542 of the California Civil Code, or any other analogous Federal or State law or regulation, are hereby expressly waived. Section 1542 of the California Civil Code reads 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.

Plaintiff further acknowledges that he is aware that after executing this Agreement, Plaintiff or Plaintiff's agents may discover claims or facts in addition to or different from those that he now knows of with respect to the subject matter of this Agreement, but it is Plaintiff's intention to release all such claims.

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11. No Admission of Liability. The Parties understand, acknowledge and agree that this is a voluntary agreement, and that the execution of this Agreement and/or furnishing of consideration for this Agreement is not and shall not be deemed or construed at any time or for any purpose as an admission of wrongdoing and/or liability by any Party, each Party expressly denying liability for any and all claims.

12. No Claims Filed. Plaintiff represents and warrants that as of the date he executed this Agreement, other than the Litigation and the PAGA Claim, he has not filed or lodged, or caused to be filed or lodged, any complaint, charge, cause of action, or claim of whatsoever kind or character, with any court, administrative agency, Government Agency or other body or entity against Defendant or any of the Releasees. Plaintiff further represents and warrants that he currently does not have any work-related injury or illness related to his employment with Defendant. The provisions of this Section do not apply to any charge, claim or complaint protected under the whistleblower provisions of federal law or regulations including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration.

13. Review of Agreement. Plaintiff acknowledges that he was provided a copy of this Agreement on June 4, 2026, and has been given until June 25, 2026 (the "Acceptance Deadline") to review and consider this Agreement. To accept this Agreement, the Agreement, signed and dated by Plaintiff, must be received by Defendant's Counsel, John M. Wicker of Stradling Yocca Carlson & Rauth LLP (email: jwicker@stradlinglaw.com), by no later than the Acceptance Deadline. Plaintiff acknowledges that he may sign and return this Agreement prior to the Acceptance Deadline if he voluntarily wishes to do so, and represents and warrants that, should he do so, his doing so was not induced by Defendant through fraud, misrepresentation, or a threat to withdraw or alter the offer or amount of Settlement Pay prior to the expiration of the Acceptance Deadline, or by providing different terms to Plaintiff in exchange for signing this Agreement prior to the expiration of such time period. If the executed Agreement is not received by the Acceptance Deadline as provided in this Section, then the Agreement will no longer be open for acceptance by Plaintiff, and will be of no further force or effect without any further action by Defendant.

14. Consultation with Legal Counsel. Plaintiff further acknowledges that he had the right to, and was advised and encouraged to, consult with legal counsel regarding this Agreement prior to signing this Agreement. Indeed, Plaintiff acknowledges that he was represented by competent counsel of his own choosing, John G. Yslas, Eugene Zinovyev, John Brown and Gabriella Sole of Wilshire Law Firm, in connection with drafting and signing this Agreement.

15. Confidentiality.

a. Plaintiff acknowledges that in the course of his employment with Defendant he gained knowledge of certain proprietary, confidential and/or trade secret information of Defendant. Plaintiff and Defendant acknowledge and agree that Plaintiff remains bound by the terms and conditions set forth in the "Employee Non-Disclosure of Confidential Information Agreement" signed by Plaintiff on October 2, 2023, a copy of which is attached hereto as Exhibit A (the "**Confidentiality Agreement**"), and that any breach of the Confidentiality Agreement shall be considered and treated as a breach of this Agreement as well. Plaintiff represents, warrants and

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covenants that he has fully complied with and will continue to comply with all the provisions of the Confidentiality Agreement. Plaintiff further acknowledges and agrees that breach of this Section of the Agreement will cause Defendant to suffer harm and damage to its business operation, and that Defendant shall be entitled to injunctive relief, specific performance and/or other equitable relief to prevent a breach of this Section, without bond and without prejudice to any other rights and remedies Defendant may have for a breach of this Agreement or any provision herein. Plaintiff further acknowledges that he was informed that he has rights under the Defend Trade Secrets Act, 18 U.S.C. Section 1833(b), which states in part: "An individual 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 in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement creates liability for actions taken by Plaintiff permitted under 18 U.S.C. Section 1833(b).

b. The terms of this Agreement and negotiations pertaining to this Agreement shall be considered and treated as confidential by Plaintiff and Plaintiff shall not discuss or otherwise disclose, in any manner, any of the negotiations of, terms of, fact of, or amount paid under this Agreement to any entity or person other than his attorneys and tax advisors, spouse or domestic partner, as required by appropriate taxing or other legal authorities and as necessary in connection with seeking Court approval of the settlement of the PAGA Claim and the Court making its final award and entering judgment thereon as such approval and judgement are contemplated by and discussed in the "Joint Stipulation of PAGA Settlement Agreement and Release". Without in any way limiting the foregoing, Plaintiff specifically understands and agrees that he is precluded from disclosing the amount paid under this Agreement to any entity or person other than his attorneys and tax advisors, spouse or domestic partner, as required by appropriate taxing or other legal authorities and as necessary in connection with seeking Court approval of the settlement of the PAGA Claim and the Court making its final award and entering judgment thereon as such approval and judgement are contemplated by and discussed in the "Joint Stipulation of PAGA Settlement Agreement and Release".

c. 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, including the disclosure of alleged criminal conduct or sexual harassment or assault purportedly committed by a Party to this Agreement or that Party's agents or employees under California Civil Code section 1670.11, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Plaintiff and Defendant specifically acknowledge that nothing in the Agreement prohibits, prevents or restricts Plaintiff from disclosing factual information, if any, related to any claimed assault, harassment, or discrimination in violation of the California Fair Employment and Housing Act, failure to prevent such discrimination or harassment in the workplace, and related retaliation or failure to prevent any such conduct. Further, nothing in this Agreement or the Confidentiality Agreement prohibits or restricts Plaintiff from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission, the Financial Industry Regulatory Authority, any other self-regulatory organization, or any other federal or state regulatory authority regarding this Agreement

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or its underlying facts or circumstances. Further, nothing in this Agreement prohibits or prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

16. Return of Property. Plaintiff represents and acknowledges that he has returned to Defendant all property of Defendant in his possession or under his control, including but not limited to files, laptop computer, all related software, office keys, credit cards, tools, and confidential information in tangible or electronic data form. Plaintiff further represents and warrants that he has no other property of Defendant in his possession or under his control, including hard copy or electronically stored documents, computer disks, written policies or procedures or other documents pertaining to any past, present or known prospective clients of Defendant, and that he has not given these or similar items to any third party, except in the course and scope of his employment with Defendant.

17. Nondisparagement. Plaintiff agrees that he shall refrain from making, directly or indirectly, either orally or in writing, any defamatory, maliciously false or disparaging statements about Defendant or any of the Releasees, or their products, services, or businesses. This Section shall not apply (1) if Plaintiff is compelled to testify in a legal proceeding, including any legal proceeding between the Parties to the Agreement, and (2) in connection with Plaintiff filing a charge with, participating in a proceeding before or otherwise communicating with the Equal Employment Opportunity Commission, California Civil Rights Department, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other Government Agency or commission. Further, nothing in this Section shall be interpreted to limit, restrict or deprive Plaintiff from exercising any protected rights to the extent such rights cannot be waived by agreement, including, but not limited to, any rights granted him under Section 7 of the National Labor Relations Act, including to engage in protected concerted activity, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized Government Agency, provided that such compliance does not exceed that required by the law, regulation, or order. Further, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

18. No Tax Advice, Hold Harmless. Plaintiff hereby acknowledges that he has obtained no advice from Defendant, and that neither Defendant nor its employees, officers, directors, agents, representatives, or attorneys, or any of the Releasees, have made any representation regarding the tax consequences, if any, of the payment of the amounts payable pursuant to Section 2 of this Agreement. Plaintiff agrees that he is solely responsible for the payment of all taxes and other related contributions, if any, due as a result of the amounts paid by Defendant pursuant to Section 2 of this Agreement, other than those taxes and/or contributions paid as indicated in this Agreement, and he agrees to defend, including payment of all related attorneys' fees and costs, indemnify and hold harmless Defendant and the Releasees against any and all claims which may be asserted by any taxing or other government authority against Defendant or the Releasees, or any of them, for taxes, withholding taxes, employer contributions, penalties, interest, and any other assessment that may be asserted or levied by any tax or other

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government authority arising from or relating to Defendant's payment of the amounts set forth in Section 2 of this Agreement.

19. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

20. Attorneys' Fees. In the event of a lawsuit or other proceeding in which any Party to this Agreement claims a breach of this Agreement, or seeks to enforce or interpret this Agreement, the prevailing party shall be entitled to an award for reasonable attorneys' fees and costs, together with any costs and expenses, incurred in connection with such dispute.

21. Choice of Law, Venue and Jurisdiction. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws. The Parties each hereby consent to exclusive jurisdiction and venue for all purposes in the state courts located in San Bernardino County, California, or the United States District Court, Central District of California, as appropriate. Plaintiff and Defendant each irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be sent by email. The Parties further agree that emailed, electronic and/or facsimile signatures shall be deemed to be as effective and binding as original signatures hereto for all purposes.

23. General Interpretation. The terms of this Agreement have been prepared by the Parties to this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Agreement. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void, against public policy, or otherwise unenforceable, or shall be held by any court of competent jurisdiction to be illegal, null, void, against public policy or otherwise unenforceable, such term, provision, covenant or condition shall be deemed severable and stricken and the remaining terms, provisions, covenants and conditions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby, unless the effect of striking and severing any such term, provision, covenant or condition of this Agreement adversely and materially affects the following purposes of this Agreement: (i) a full and final resolution and dismissal of the Litigation as set forth in more detail above, including, without limitation, in Section 4, and/or (ii) a full general release by Plaintiff of the Releasees from the Claims as set forth in more detail above, including, without limitation, in Sections 7 and 10.

24. Entire Agreement. This Agreement, the Confidentiality Agreement and the Joint Stipulation of PAGA Settlement Agreement and Release constitute the complete, final and entire understanding between Defendant and Plaintiff. No other obligations or agreements between these Parties shall be binding unless in writing and signed by these Parties. The Parties represent to each

other that they are not relying on any other agreement or oral representations not fully expressed in this Agreement, the Confidentiality Agreement and the Joint Stipulation of PAGA Settlement Agreement and Release. This Agreement fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. Notwithstanding the foregoing, and for the avoidance of doubt, the Confidentiality Agreement and the Joint Stipulation of PAGA Settlement Agreement and Release shall survive this Agreement, shall not be superseded by this Agreement and shall be fully and separately enforceable.

THE ABOVE TERMS AND CONDITIONS ARE HEREBY VOLUNTARILY AGREED TO BY THE UNDERSIGNED PARTIES.

DEFENDANT FULL CIRCLE ELECTRONICS CA, LLC

Dated: June 24, 2026

By: David Daily
Its: Chief Executive Officer

PLAINTIFF FRANCISCO AGUILAR

Signed by:
4A74959D002D4C3...

Dated: 6/5/2026, 2026

Address:

43064 Benjamin St

Hemet

United States

CA

92544

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EXHIBIT A

Docusign Envelope ID: F2D2EB2F-C464-8E43-839F-A30B93D48BFA

EMPLOYEE NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AGREEMENT

THIS EMPLOYEE NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AGREEMENT ("Agreement"), is made effective as of the 2nd day of October, 2023, by and between Full Circle Electronics, CA, LLC whose corporate place of business is 1541 W. Brooks Street, Ontario, CA 91762 (hereinafter referred to as the, "Company") and Francisco David Aguilar who resides at 9570 Locust Ave Fontana CA 92335 (hereinafter referred to as "Employee") to assure the protection and preservation of the confidential and or proprietary nature of information that may be disclosed or made available by the Company to Employee in connection with Employee's employment with the Company. Hereinafter, Company and Employee may be individually referred to as the "party" or collectively the "parties".

NOW, THEREFORE, in consideration of the initial and continuing employment of Employee by Company and the compensation paid therefor, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, as follows:

1. Confidential Information. Employee acknowledges and agrees that Employee will: gain access to Confidential Information (hereinafter defined) of Company, acquire or has acquired Confidential Information in a fiduciary capacity, and be expected at all times to conduct him/herself in accordance with the highest standards established by law with respect to the duties of a person in a position of trust. **"Confidential Information"** means any confidential information or trade secrets (as defined under California Civil Code Section 3426 and each of its sub-sections, as amended) of and/or relating to Company, whether or not reduced to writing, documents and agreements, including without limitation, Company's products, business, and operations, modes and methods of conducting business and development, production and marketing of products, trade secrets, patented and non-patented devices or processes, copyrighted and non-copyrighted computer software programs, techniques of operation, financial structure, financial condition, weaknesses, if any, business operations, financing, transactional and other strategic alternatives considered by Company, methods, systems, and techniques used in conducting its business, business plans, strategies, financial records, financial condition, operations, sales information, distribution information, customer and prospect lists, customers, potential customers, customer needs, customer retention and service strategies and plans, suppliers, supplier contacts, prospective suppliers, vendors, licensees, licensors, products, product samples, costs, margins, procurement processes, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements and preferences, pricing, price lists, product specifications, trade secrets, distribution methods, marketing reports or efforts, payroll information, inventories, inventions, pending patent applications, formulae, algorithms, data, designs, formulations, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of Company and its affiliates. Confidential Information shall also include information that: (a) is not known by actual or potential competitors of Company or is generally unavailable to the public, (b) has been created, discovered, developed or otherwise become known to Company or in which property rights have been assigned or otherwise conveyed to Company, and (c) has material economic value or potential material economic value to Company's present or future business. Confidential Information also includes any information described above that Company obtains from its clients or any other third party and that Company treats as confidential, whether or not owned or developed by Company. All Confidential Information shall remain the sole and exclusive property of Company.

2. Use of Confidential Information. Employee recognizes and acknowledges that as a result of Employee's employment with Company, Employee will be exposed to, have access to, and learn trade secrets and/or Confidential Information. Employee further recognizes and acknowledges that the Confidential Information and all other aspects of the Company's business are and shall remain, as between the Company and Employee, the Company's exclusive property and are special and unique. Therefore, Employee covenants and agrees as follows:

    a. Employee will not orally or in writing, directly or indirectly, divulge, or disclose the Confidential Information or make it available to any person, firm, corporation or association or any other entity not

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affiliated with the Company, for any reason or purpose whatsoever without the prior specific written consent of the Company;

b. Employee agrees to safeguard all Confidential Information of the Company at all times, so that it is not exposed to or taken by unauthorized persons, companies, or corporations when such Confidential Information has been entrusted to Employee; and

c. Employee shall deliver to the Company, upon its request, all Confidential Information and any other property of the Company in any form (including magnetic storage media), including but not limited to the documents and media containing Confidential Information, personal notes, reproductions, and any other property relating to the Company's business as may then be in the Employee's possession or control. As part of this obligation, the Company may require Employee to execute a certification that all Confidential Information and other property of the Company have been returned to the Company.

d. Employee shall hold all Confidential Information in strictest confidence and Employee shall not, during the term of his or her employment with Company nor after termination or separation of such employment, use and/or disclose Confidential Information to any other person or entity, whether or not employed by Company, for any reason, unless: (a) such other person is an employee of Company, and then only if such communication shall be required to perform the services required of Employee; (b) such other person is not an employee of Company, and then only if such communication has been previously and specifically authorized by Company and such other person has executed a confidentiality agreement or other similar agreement equal in scope to this Agreement prior to such disclosure; (c) an officer of Company expressly authorizes such in writing; (d) and to the extent that Company's Confidential Information becomes generally known to and available for use by the public other than as a result of Employee's acts or omissions to act; or (e) such information is required to be disclosed pursuant to any applicable law, court order or other governmental body or administrative or other agency.

e. Even if authorized, in no event shall Employee communicate any Confidential Information to persons who are not Company employees, if Employee could reasonably foresee that such communication would adversely affect Company's business. Employee will not use any Confidential Information, except for the benefit of Company during Employee's employment with Company. Employee shall not copy or remove any tangible materials (including, but not limited to, papers, documents, models and computer-readable materials) containing any such Confidential Information from the premises of Company, unless in the performance of Employee's duties or after Employee have obtained express authorization by a corporate officer of Company.

3. In connection with the covenants contained in this Agreement, Employee acknowledges all of the following:

a. The Company has expended substantial time, money and effort in developing (1) methods, techniques, systems and processes that are used in the conduct of its business as a recycler; (2) a training plan to teach employees how to perform the various functions and duties of a recycler in an innovative and efficient manner; (4) valuable lists of customers, downstream processors, sources and suppliers as well as information about their points of contact, needs, purchasing habits, processing capabilities, pricing and idiosyncrasies;

b. Employee may be entrusted with and exposed to the Company's Confidential Information in the course of the performance of Employee's duties for Company;

c. Employee could, after training by and experience with the Company, and after receiving some of the Company's Confidential Information, become a competitor or obtain employment with a competitor of the Company;

d. The Company is engaged in a highly competitive industry; and

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e. The Company will suffer great loss if Employee was to directly or indirectly use the Confidential Information obtained from the Company in competition with the Company.

4. Data Security. Confidential Information also includes personally identifiable, confidential, licensed, or Confidential Information contained on any electronic device or media component that is handled, transported, or located on Company premises. Employee acknowledges that only authorized individuals may access or handle equipment containing data or equipment that could potentially contain data. Employee agrees to immediately report known or suspected breaches of security and data to the Data Protecting Representative as soon as such breach is discovered.

5. Inventions and Proprietary Rights; Assignment of Inventions; Work for Hire; Records; Enforcement of Proprietary Rights.

a. Inventions and Proprietary Rights. "Inventions" shall mean anything that may be patentable or copyrightable as well as any improvement, discovery, design, invention, formula, trade secret, original work of authorship, software program, process, technique, trade, secret and any other form of information that derives independent economic value from not being generally known to the public, whether or not registrable or protectable. Inventions shall also include anything made, conceived or first reduced to practice by Employee, whether solely or jointly with others, during Employee's employment with Company, both before and after the effective date of this Agreement, which relate in any manner to the actual or anticipated business of Company or its subsidiaries and affiliates, or result from or are suggested by any task assigned to Employee or by any of the work Employee has performed or may perform for Company. "Proprietary Rights" shall mean all trade secrets, patents, copyrights, mask works and other intellectual property rights throughout the world.

b. Assignment of Inventions. Employee hereby assigns and agrees to assign to Company, commencing on the earlier of Employee's first date of employment with Company or the effective date of this Agreement and continuing in the future (when any such Inventions or Proprietary Rights are first reduced to practice or fixed in a tangible medium, as applicable) all of Employee's right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during the period of employment with Company, and all such rights, title and interest Employee has to any Inventions shall become the sole property of Company to the extent permitted by Section 2870 of the California Labor Code, a copy of which is attached as Exhibit "A". Any Inventions assigned to Company, or to a third Party as directed by Company are hereinafter referred to as "Company Inventions."

c. Disclosure of Inventions. Employee agrees promptly to disclose all Inventions to Employee's supervisor or to whoever else may be designated by Company in order to permit Company to claim rights to which it may be entitled under this Agreement. Company shall receive such disclosure in confidence. With respect to all Inventions to be assigned pursuant to this Agreement, Employee will assist Company in any reasonable manner to obtain for its own benefit copyrights or patents thereon in any and all countries, and Employee will execute when requested copyright or patent applications and assignments thereof to Company or persons designated by it, and any other lawful documents deemed necessary by Company to carry out the purposes of this Agreement, and Employee will further assist Company in every way to enforce any copyrights or patents obtained including, without limitation, testifying in any suit or proceeding involving any of the copyrights or patents or executing any documents deemed necessary by Company, all without further consideration but at the expense of Company. Employee agrees to preserve such Inventions as Confidential Information of Company. If Employee is called upon to render such assistance after the termination of Employee's employment, then Employee shall be entitled to a fair and reasonable per diem fee in addition to reimbursement of any expenses incurred at the request of Company.

d. Work for Hire. Employee acknowledges and agrees that all original works of authorship that are made by Employee (solely or jointly with others) within the scope of employment and that are protectable

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by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C. § 101). Accordingly, all right, title and interest in such works (including copyrights) will vest exclusively in Company.

e. Records. Employee agrees to keep and maintain adequate and current written records of all inventions and Company inventions made by him/her (solely or jointly with others) during the term of employment with Company. Such records will be in the form of notes, sketches, drawings, computer records, and any other format that may be specified by Company, and shall be available to and remain the sole property of Company at all times. Employee shall also promptly prepare and deliver to Company any memoranda requested by Company in connection with any Confidential Information and/or inventions developed or made by Employee during the period of employment with Company

f. Enforcement of Proprietary Rights. Company shall, in its sole and absolute discretion, have the right to obtain and hold in its own name patents, copyrights, registrations, and any other protection available with respect to such inventions or Proprietary Rights as may be necessary or desirable to transfer, perfect, and defend Company's ownership therein. Employee agrees to fully and promptly cooperate with all reasonable requests by Company to evidence ownership by Company of such inventions and/or Proprietary Rights. Employee shall assist Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company inventions in any and all countries. Employee shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. Employee shall execute, verify, and deliver assignments of such Proprietary Rights to Company or its designee. Employee acknowledges and agrees that Employee's obligation to assist Company with respect to Proprietary Rights relating to such Company inventions in any and all countries shall continue beyond the termination or separation of employment, but Company shall compensate Employee at a reasonable rate after termination or separation of employment for the time actually spent by Employee at Company's request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified in the preceding paragraph, Employee hereby irrevocably designate and appoint Company and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act for and on Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to Company any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to Company.

6. Injunctive Relief. Employee agrees that it would be difficult to measure the damage to Company from any breach by Employee of the covenants set forth herein, that injury to Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, Employee agrees that if Employee breaches any term of this Agreement, Company shall be entitled, in addition to and without limitation of all other remedies it may have, to injunctions or other appropriate orders to restrain any such breach without showing or proving any actual damage to Company, and without the necessity of posting an injunction bond, and this term shall survive termination of Employee's employment.

7. The covenants and agreements contained herein shall be construed as covenants and agreements independent of any other contract with Employee. The existence of any claim or cause of action of Employee, against the Company, whether predicated on contract or in tort, shall not constitute a defense to the enforcement by the Company of the covenants and agreements in this Agreement.

8. Third Party Trade Secrets. Employee acknowledges and agrees that: (i) unless stated in writing, Employee hereby informs or has informed Company that Employee is not bound by any other agreement that would affect his/her obligations under this Agreement including, without limitation, an employment agreement, non-disclosure agreement, confidentiality agreement, proprietary information agreement, or a non-compete agreement; (ii) Company has instructed Employee to not reveal or use any protected trade secrets belonging to any third party; (iii) Company will not ask Employee to reveal to Company, or use for Company's benefit, any protected trade

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secrets belonging to a third party including any requesting Third-Party Materials (hereinafter defined); (iv) Employee will only accept confidential or trade secret information under the terms agreed to in an agreement between Company and a party authorized to disclose such information; and (v) at no time shall Employee obtain, receive, use, and/or disclose unsolicited information including Third-Party Materials (hereinafter defined), which may or may not be confidential or trade secret information, without such an agreement.

9. Employee may use the Confidential Information received from the Company only to the extent required to accomplish the purposes for which it was disclosed. No other rights, and particularly licenses, trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

10. This Agreement is not intended to interfere with or restrain employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with any rights Employee has under the National Labor Relations Act. This Agreement does not prohibit Employee from reporting possible legal violations to the government or from making other disclosures to the government that are protected under federal or state whistleblower provisions.

11. Defend Trade Secrets Act. Notice is hereby given that this Agreement does not affect any immunity under 18 U.S.C. §§ 1833(b)(1) or (2). For the purposes of these subsections only, which are reproduced below, individuals performing work as contractors or consultants are considered to be employees.

    (a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (1) 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 (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

    (b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order. Further, Employee understands that in the event that disclosure of Company's trade secrets was not done in good faith pursuant to the above, Employee will be subject to substantial damages, including punitive damages and attorney's fees.

12. Severability; Survival. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The provisions of this Agreement shall survive the termination of Employee's employment, the termination of this Agreement, and the assignment of this Agreement by the Company to any successor in interest or other assignee.

13. The Confidential Information supplied shall not be reproduced in any form except for internal use or with the prior written authorization of the Company. Each such reproduction shall include the ownership and confidentially legends of the Company included in the original.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction of any dispute, controversy of claim arising out of or in connection with this Agreement, or breach thereof shall be only in a federal or state court in San Bernardino County, California. Notwithstanding the foregoing, should there exist a binding agreement between Employee and the Company that calls for arbitration of disputes that arise under this Agreement, then the arbitration requirement shall supersede the venue provisions set forth in this paragraph.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, both oral and written, negotiations, representations, commitments,

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writing and all other communications between the parties. It may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. This Agreement shall inure to the benefit of the successors and assigns of Company, and shall be binding upon Employee's heirs, executors, administrators, assigns and other legal representatives. The above-referenced recitals and definitions shall be incorporated into this Agreement.

16. Employee agrees and understand that nothing in this Agreement shall confer any right to the continuation of employment with Company, nor shall it interfere in any way with Employee's right or Company's right to terminate Employee's employment at any time, with or without cause, as Employee's employment with Company shall be and remain at-will.

17. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the non-prevailing Party to such litigation, as determined by the court in a final judgment or decree, shall pay the prevailing Party all costs, expenses and reasonable attorneys' fees incurred by the prevailing Party (including, without limitation, costs, expenses and fees on any appeal).

18. No waiver of any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof, unless the waiver is in writing and signed by the party waiving the breach, failure, right, or remedy.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first above written.

AGREED TO:
EMPLOYEE

Francisco David Aguilar
Print Full Name

Francisco David Aguilar
Signature

10/2/23
Date

ACCEPTED BY:
EMPLOYER

Carol Garcia
Print Full Name

Signature

10/2/23
Date

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EXHIBIT "A"

Section 2870 of the California Labor Code states as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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