

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made by and between Mauricio Guadalupe Argueta Diaz (“Plaintiff”), on the one hand, and TCI Environmental Services, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant shall be referred to herein collectively as the “Parties,” and individually as a “Party”. This Agreement is entered into with reference to and in consideration of the following facts:

RECITALS

A. On September 25, 2023, Plaintiff filed a representative Private Attorneys General Act lawsuit against Defendant in the Superior Court of California, County of Los Angeles entitled *Mauricio Guadalupe Argueta Diaz, an individual, on behalf of himself, other aggrieved employees, and the State of California vs. TCI Environmental Services, Inc.*, Case No. 23STCV23044 (the “PAGA Action”).

B. In the PAGA Action, Plaintiff alleges on behalf of himself and all other allegedly aggrieved employees numerous claims under California Labor Code § 2698 *et seq.*, including, but not limited to, PAGA claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to timely pay wages; (4) failure to provide accurate itemized wage statements; and (5) failure to reimburse business expenses. The PAGA Action is brought under, *inter alia*, the California Industrial Welfare Commission Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure § 1021.5, and California Labor Code §§ 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, etc.

C. Defendant disputes all of the claims set forth in the PAGA Action, and has denied and continues to deny the allegations asserted therein. Defendant also denies that it has any liability whatsoever to Plaintiff or any other allegedly aggrieved employee.

D. The Parties nevertheless now desire to settle any and all claims, disputes and controversies asserted by Plaintiff against Defendant or that could have been asserted by Plaintiff in any action of any kind arising out of or in any way related to any acts, transactions or events that have occurred between the Parties up through the Effective Date of this Agreement, including, but not limited to, all claims brought by Plaintiff (or that could have been brought by Plaintiff) against Defendant in the PAGA Action. In order to avoid uncertainties and expense of further litigation, the Parties to this Agreement desire to enter into a compromise and settlement on the terms stated herein below. By entering into this Agreement, Defendant makes no admission and expressly denies any and all of the allegations made in the PAGA Action, and denies it has any liability whatsoever to Plaintiff or anyone else of any kind or nature whatsoever.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. EFFECTIVE DATE

This Agreement shall become effective on the date it is fully executed by all Parties (“Effective Date”).

2. PAYMENT

2.1. Defendant agrees to pay Plaintiff the total sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) minus all lawful deductions and withholdings (the “Settlement Payment”), a sum to which Plaintiff is not otherwise entitled. Plaintiff acknowledges and agrees that the payment of the Settlement Payment constitutes adequate legal consideration for the promises, releases, dismissals, and all other representations made by him in this Agreement as described below.

2.2. In exchange for receiving the Settlement Payment, it is understood that Plaintiff shall (i) dismiss all of his individual claims in the PAGA Action (including any personal right, if any, Plaintiff may have to assert a PAGA representative claim, or other group-wide lawsuit of any kind) against Defendant with prejudice; and (ii) dismiss any claims asserted on behalf of other allegedly aggrieved employees in the PAGA Action without prejudice, as required by Section 3 below. By entering into this Agreement, Plaintiff also releases any and all claims he may possess against Defendant and the other Released Parties as described in Sections 4 and 5 below, including, but not limited to, any right he has to pursue a PAGA claim of any kind against Defendant and the other Released Parties. Plaintiff further agrees to honor all other commitments, representations, and promises Plaintiff has made herein, including, but not limited to, covenanting not to ever file, bring, or prosecute any released claim (including, but not limited to, promising to never assert any PAGA claim) of any kind or nature against Defendant or the other Released Parties as described in Section 6 below.

2.3. So long as this Agreement has become effective in accordance with Section 1 above, the Settlement Payment will be made by Defendant by way of three checks as follows:

2.3.1. A check payable to “Mauricio Guadalupe Argueta Diaz” in the amount of Fourteen Thousand Two Hundred Fourteen Dollars (\$14,214.00) representing alleged non-wages, such as alleged interest, reimbursement, penalties, civil penalties, etc., and paid to Plaintiff on a 1099 basis. Defendant shall issue Plaintiff a Form 1099 for 2024 for this amount.

2.3.2. A check payable to “Jose Garay, APLC” in the amount of Five Thousand Forty Dollars (\$5,040.00). This payment shall be paid on a 1099 basis and represents alleged attorneys’ fees and costs. Defendant shall issue Jose Garay, APLC a Form 1099 for 2024 for this amount.

2.3.3. A check payable to “Torus LLP” in the amount of Five Thousand Seven Hundred Forty-Six (\$5,746.00). This payment shall be paid on a 1099 basis and represents alleged attorneys’ fees and costs. Defendant shall issue Torus LLP a Form 1099 for 2024 for this amount.

2.4. The two checks referenced in Sections 2.3.1 and 2.3.2 above shall be delivered to Plaintiff’s counsel (i.e., Jose Garay of Jose Garay, APLC at 14 Joliet Drive, Coto De Caza, CA 92679), within fifteen (15) days of Defendant’s counsel receiving the court order dismissing the PAGA Action in its entirety. The check referenced in Section 2.3.3 above shall be delivered to Plaintiff’s other counsel (i.e., Daniel Hyun of Torus LLP at 1440 N. Harbor Blvd., Ste. 900, Fullerton, CA 92835), within fifteen (15) days of defense counsel’s receipt of the court order dismissing the PAGA Action in its entirety.

2.5. Plaintiff shall provide a fully completed W-9 form to Defendant within five (5) days of the Effective Date. Plaintiff's counsel (i.e., Jose Garay, APLC and Torus LLP) shall provide fully completed W-9 forms to Defendant within five (5) days of the Effective Date.

2.6. The Parties agree that One Hundred Dollars and Zero Cents (\$100.00) out of the Settlement Payment shall be treated as alleged PAGA penalties for Plaintiff (i.e., the alleged civil penalties purportedly belonging to him individually along with the State of California's respective seventy-five percent portion thereof). The Parties also agree that Plaintiff's twenty-five percent portion of the alleged PAGA penalties (i.e., \$25) is included in the payment he is receiving pursuant to Section 2.3.1 above. The Parties further agree that Torus LLP shall pay the State of California (and more specifically the Labor and Workforce Development Agency) its seventy-five percent portion of the alleged PAGA penalties (i.e., \$75) out of the amount received in Section 2.3.3 above, within thirty (30) days of Plaintiff's counsel receiving the court order dismissing the PAGA Action in its entirety.

2.7. Plaintiff and both of the law firms representing Plaintiff in the PAGA Action acknowledge that they have not relied on any statements or representations by Defendant or its attorneys with respect to the tax treatment of the Settlement Payment described in this Section 2 and that they are solely responsible for all tax payments, if any, required under or relating to this Agreement. Plaintiff and Plaintiff's counsel shall take full and complete responsibility for any and all tax liability which might be incurred as a result of their receipt of any settlement monies, and shall indemnify and hold harmless Defendant from any liability resulting from the payment of the Settlement Payment.

3. DISMISSAL OF PAGA ACTION

Within five (5) days of the Effective Date of this Agreement, Plaintiff agrees that his counsel (i.e., Jose Garay, APLC and Torus LLP) shall move the Court to dismiss the PAGA Action and in compliance with Labor Code Section 2699(1)(2). All documents submitted in connection with the request for dismissal of the PAGA Action shall make clear to the Court that Plaintiff's individual claims against Defendant shall, and must, be dismissed *with prejudice*. The dismissal of Plaintiff's individual claims with prejudice is a material condition of this Agreement. The documents shall likewise make clear that the claims of the allegedly aggrieved employees in the PAGA Action shall be dismissed *without prejudice*. If for any reason the Court in the PAGA Action declines to dismiss the claims exactly as requested in Plaintiff's moving papers (i.e., with prejudice as to Plaintiff's individual claims and without prejudice as to the claims of the allegedly aggrieved employees), Plaintiff and his counsel hereby agree to take all steps necessary to ensure that the PAGA Action is dismissed with prejudice with respect to all of Plaintiff's individual claims and without prejudice as to the claims of any other allegedly aggrieved employees.

4. PLAINTIFF'S GENERAL RELEASE OF ALL CLAIMS AGAINST DEFENDANT AND THE OTHER RELEASED PARTIES UP THROUGH AND INCLUDING THE EFFECTIVE DATE OF THIS AGREEMENT

4.1. **Plaintiff unconditionally, irrevocably and absolutely releases and discharges Defendant and any of its parents and subsidiary corporations, divisions and other affiliated or related entities, past and present, as well as all of Defendant's and the other aforementioned entities' employees, officers, directors, agents, representatives, attorneys, insurers, partners, shareholders, joint venturers, owners, independent contractors, heirs,**

predecessors and successors and assigns of each (collectively, the “Released Parties”), from any and all claims, causes of action, suits, damages, and liabilities of any kind related in any way to the transactions or occurrences between himself and Defendant, and/or between himself and any of the other Released Parties up through the Effective Date of this Agreement, to the fullest extent permitted by law. Among other things, this general release from Plaintiff unconditionally, irrevocably and absolutely releases and discharges Defendant and all of the other Released Parties from all of the claims asserted by Plaintiff in the PAGA Action, including, but not limited to, all claims described in the Recitals above as well as any other claims that Plaintiff could have brought or maintained against Defendant or any of the other Released Parties of any kind or nature whatsoever. This general release further extends to all other claims Plaintiff may have against Defendant and/or any of the other Released Parties of any kind or nature whatsoever up through the Effective Date, including, but not limited to, any claims regarding his employment with Defendant or the termination thereof, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with any of his interactions with Defendant and/or any of the other Released Parties up through the Effective Date of this Agreement. This general release given by Plaintiff is intended to have the broadest possible application and includes, but is not limited to, all federal, state, and local claims of any kind as well as any tort, contract, common law, constitutional, or statutory claims, including, but not limited to any claims based upon the California Labor Code, any Industrial Welfare Commission Wage Order, the Fair Labor Standards Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 1870, 1871, and 1991, the California Fair Employment and Housing Act, the California Government Code, the California Private Attorneys General Act of 2004, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Fair Credit Reporting Act, the Family Medical Leave Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Rehabilitation Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act, the National Labor Relations Act, the California Civil Code (including, but not limited to, any provision of the Investigative Consumer Reporting Agencies Act), the Employee Retirement Income Security Act of 1974, the California Business and Professions Code, all other federal and state statutes of any kind, the Constitutions of the United States and the State of California, all as amended, and any other federal, state and local statutes, constitutions, regulations, or ordinances, including, but not limited to, those based on or relating to application for employment, wages, bonuses, commissions, all other compensation and wages of every kind, vacation time, sick leave, paid time off, travel time, commute time, meal and rest breaks, reimbursement for business expenses, all other employment benefits of any type, any and all claims for discrimination, harassment, retaliation, and wrongful termination (including, but not limited to, all such claims based on age, sex, gender, race, national origin, religion, and disability), actual or constructive discharge, failure to accommodate, failure to engage in the interactive process, failure to prevent discrimination and/or retaliation, wrongful discharge in violation of public policy, breach of implied or express employment contract, breach of the implied covenant of good faith and fair dealing, personal injury of any kind, false imprisonment, assault, negligent hiring, negligent employment, intentional infliction of emotional distress, negligent infliction of emotional distress, and/or any other tort (such as, but not limited to, defamation, emotional or psychological injury), contract, or statutory-based claim whether based on federal, state or local legislation, false advertising, unfair business practices, deceptive trade practices, unfair competition, and all other claims and forms of relief or remuneration of any type or nature whatsoever, including, but not limited to, for damages of any kind, declaratory relief, injunctive relief, attorneys’ fees, costs and expenses, interest, penalties, statutory penalties, waiting time penalties, civil penalties, etc.

4.2. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he knows or believes to be true with respect to the claims released in this Agreement and agrees, nonetheless, that this Agreement and the general release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

4.3. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the general release given by Plaintiff is both final and complete. Plaintiff executes this Agreement with the full knowledge that his general release covers all possible claims against Defendant as well as the other Released Parties to the fullest extent permitted by law up through and including the Effective Date of this Agreement.

4.4. Plaintiff expressly waives his right to recovery of any type related to the claims released in Section 4.1 above, including, but not limited to, damages and/or civil penalties in any administrative, arbitration, or court action, whether state or federal, and whether brought by Plaintiff or on his behalf, including but not limited to, by way of a class action, collective action, representative action and/or other group-wide proceeding of any kind.

5. CALIFORNIA CIVIL CODE § 1542

Plaintiff acknowledges that he is familiar with Section 1542 of the California Civil Code, which provides 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 waives and relinquishes any and all rights and benefits which Plaintiff may have under, and which may be conferred upon him by the provisions of Section 1542 regarding the released claims to the fullest extent that he may lawfully waive these rights or benefits. Plaintiff hereby acknowledges that he may discover claims or facts in addition to, or different from, those which he now knows or believes to exist with respect to the released claims, but intends to, and hereby does fully, finally, and forever settle and release all of the claims and disputes Plaintiff has against Defendant and/or the other Released Parties, whether known or unknown, suspected or unsuspected, matured or contingent, which concern, arise out of, or are in any way connected with the PAGA Action, or any of his other released claims as described in Section 4 above. The waivers and general release herein given shall remain in effect as full and complete releases, notwithstanding the discovery or existence of any additional or different facts or claims.

6. PLAINTIFF'S PROMISE NOT TO PROSECUTE ANY ACTION AGAINST DEFENDANT AND/OR ANY OF THE OTHER RELEASED PARTIES

Plaintiff covenants and agrees that he will not make, assert, or maintain any claim, charge, demand, action, suit, or proceeding which is released in this Agreement against Defendant and/or any of the other Released Parties. Plaintiff also represents and warrants that he is not a plaintiff or party to any suit, action, charge, or proceeding in which Defendant or any other Released Party is a party (aside from the PAGA Action). Among other things, this means Plaintiff has no claim(s) or

charge(s) pending against Defendant and the other Released Parties, or any of them, with the California Labor and Workforce Development Agency, the California Civil Rights Division, the Equal Employment Opportunity Commission, etc., and/or any other local, state, or federal court, entity or judicial or arbitral body of any kind. Plaintiff further covenants and agrees that he is not an aggrieved employee as that term is defined by California Labor Code section 2699, that Plaintiff lacks standing to assert any claim against Defendant and/or any of the other Released Parties under California Labor Code sections 2698 *et seq.*, and that Plaintiff will not ever seek to bring, file, assert, or maintain any claim of any kind under any section of the California Labor Code (including under California's Private Attorneys' General Act) against Defendant and/or any of the other Released Parties that is based on, arises out of, and/or relates in any way to Plaintiff's employment with Defendant up through the Effective Date. Plaintiff understands that by releasing all of his claims against Defendant and the other Released Parties, and by making the other promises provided for herein, Plaintiff has waived the right to participate in any way as a putative class member, aggrieved employee, named Plaintiff, or representative Plaintiff in any action against Defendant and/or the other Released Parties relating to his employment with Defendant or for any other reason, including, but not limited to, Plaintiff's right to (i) assert PAGA claims of any nature against Defendant, and/or (ii) receive compensation of any nature in any arbitration, lawsuit, or other proceeding of any kind. Accordingly, Plaintiff agrees not to prosecute, nor allow to be prosecuted on his behalf, in any administrative agency, whether state or federal, in any court, whether state or federal, or in any arbitration forum any claim or demand of any type against Defendant (including, but not limited to, any PAGA claim), it being the intention of the Parties that with the execution of this Agreement, Defendant and the other Released Parties will be absolutely, unconditionally and forever discharged and released of and from all obligations to Plaintiff, whether individually or as a purported representative of others. In the event any court, agency or arbitral body assumes jurisdiction of any complaint, charge, or lawsuit against Defendant and/or any of the other Released Parties, on behalf of Plaintiff, Plaintiff will request such agency, arbitrator, or court to immediately dismiss the matter with prejudice and withdraw from being involved in the action in any way. Plaintiff acknowledges and agrees that his promise not to prosecute any action (including, but not limited to, any PAGA lawsuit of any kind) against Defendant is a material term of this Agreement and that breach of this provision by Plaintiff will entitle Defendant to recover any and all monies paid to Plaintiff pursuant to this Agreement (i.e., the full amount of the Settlement Payment) as liquidated damages.

7. NO ADMISSION OF LIABILITY

By entering into this Agreement, Defendant makes no admission that it has engaged, or is now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding. This Agreement shall further never be treated as an admission of liability by Plaintiff or any other party for any purpose.

8. NON-DISPARAGEMENT

The Parties agree, to the maximum extent allowed by law, not to disseminate or publish any written, oral or electronically transmitted statement that is, or could reasonably be considered to be, a disparaging statement about Plaintiff, Defendant, any of the other Released Parties, their services, policies or practices, or any of Defendant's employees, officers, directors, owners, agents, insurers, representatives or attorneys. Any violation of this non-disparagement provision shall be considered a material breach of this Agreement, and the breaching Party will be required to pay to the other

Party liquidated damages in the amount of Five Hundred Dollars and Zero Cents (\$500.00) per violation, up to a maximum of \$2,500.

9. CONFIDENTIALITY

As a material condition of this Agreement, the Parties shall keep the existence of this Agreement and all of its terms confidential and shall not directly or indirectly disseminate any information (in any form) regarding this Agreement to any person or entity except as may be agreed to in writing by Defendant, or for purposes of enforcing this Agreement, for consulting with a tax consultant or advisor, or to his spouse, if any. While the Parties agree that the terms and conditions of this Agreement shall remain strictly confidential and shall not be disclosed by either Party or their representatives to any other person (subject to the allowances discussed above), this restriction does not prohibit the Parties from disclosing the information contained in this Agreement to obtain legal advice, to comply with his tax reporting obligations, or if disclosure is otherwise compelled by law or mandated by a court (including, but not necessarily limited to, any factual information permitted to be disclosed by California Code of Civil Procedure § 1001). When releasing this information to his attorneys or accountants for legal and tax advice, to his spouse (if any), or if compelled to disclose the information by operation of law, the Party shall advise the person receiving the information of its confidential nature and require him, her, or it to maintain its confidentiality to the maximum extent possible (e.g., information that is required to be disclosed to the Internal Revenue Service or any other tax authority may be released as required but all other information contained in the Agreement should remain, and be treated as, strictly confidential). The Party, and anyone to whom the confidential information has been disclosed by or through the Party, shall not respond to, or in any way participate in or contribute to, any public discussion, notice or other publicity concerning this Agreement unless compelled to do so by process of law. Any violation of this confidentiality provision shall be considered a material breach of this Agreement, and the breaching Party will be required to pay the other Party liquidated damages in the amount of Five Hundred Dollars and Zero Cents (\$500.00) per violation, up to a maximum of \$2,500.

10. OLDER WORKERS BENEFIT PROTECTION ACT

This Agreement satisfies the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. section 626(f). The following general provisions, along with the other provisions of this Agreement, are agreed to for this purpose:

10.1. Plaintiff acknowledges and agrees that he has read and understands the terms of this Agreement.

10.2. Plaintiff acknowledges that this Agreement advises him in writing that he may consult with an attorney before executing this Agreement, and that Plaintiff has obtained and considered such legal counsel as he deems necessary from Jose Garay of Jose Garay, APLC and Daniel J. Hyun of Torus LLP, such that Plaintiff is entering into this Agreement freely, knowingly, and voluntarily.

10.3. Plaintiff acknowledges that he has been given at least twenty-one (21) days in which to consider whether or not to enter into this Agreement. Plaintiff understands that, at his option, Plaintiff may elect not to use the full 21-day period.

10.4. Plaintiff's release of any age discrimination claim under the ADEA only shall

not become effective or enforceable until the eighth day after he signs this Agreement. *This means that Plaintiff may revoke the release of any ADEA claims only*, within seven (7) days after the date he signs the Agreement. Any such revocation must be in writing and received by Defendant's counsel (Drew Hansen, Esq. of Nossaman LLP) by 5:00 p.m. Pacific Time on the seventh day in order to be effective. If not revoked within the seven (7) day period, Plaintiff's acceptance of this Section 9 shall become binding and enforceable on the eighth day ("Acceptance Date"). In the event Plaintiff timely revokes his release of any ADEA claim before the Acceptance Date, the Settlement Payment he is to receive in accordance with Section 2 above will be reduced by twenty-five percent (25%) of the gross amount paid to him under that section (i.e., by two thousand five hundred dollars).

10.5. This Agreement does not waive or release any rights or claims that Plaintiff may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement.

11. NEUTRAL REFERENCE

Upon receiving any inquiry from another potential Defendant relating to Plaintiff, Defendant shall only provide the following information regarding Plaintiff's employment with Defendant: Plaintiff's last position and dates of employment, and any other information Defendant may legally be obligated to provide about Plaintiff's employment with Defendant.

12. SEVERABILITY

In the event that any provision of this Agreement shall be found unenforceable, the provision shall be deemed modified to the extent necessary and allowable under applicable law to allow enforceability of the provision as so limited, it being intended that Defendant and the other Released Parties shall receive the benefits of the general release provided for in Section 4 above to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby to the extent permitted by law.

13. EACH PARTY TO BEAR ITS OWN ATTORNEYS' FEES AND COSTS

All Parties to this Agreement agree that they will bear their own attorneys' fees, costs and all other expenses in connection with the PAGA Action, the negotiation of this Agreement, and any other interaction(s) between the Parties.

14. NO ASSIGNMENT

Plaintiff warrants and represents that he has not assigned or transferred to any person or entity any released matter or any right to any of the payment or other consideration provided by Defendant pursuant to this Agreement. Plaintiff agrees to defend, indemnify and hold Defendant and/or any of the other Released Parties harmless from any and all claims based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

15. JOINT DRAFTERS

The Parties have been jointly involved in the drafting and negotiation of this Agreement.

Thus, no rule of law that ambiguity in an Agreement will be construed against the drafter shall be applied in interpreting this Agreement.

16. APPLICABLE LAW

The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

17. GOOD FAITH

The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

18. ENTIRE AGREEMENT

This Agreement is intended to be the entire agreement between the Parties and supersedes and cancels any and all other prior agreements, written or oral, between the Parties regarding this subject matter. It is agreed that there are no collateral agreements or representations, written or oral, regarding the settlement between the Parties other than those set forth in this Agreement. This Agreement may be amended only by a written instrument executed by all Parties hereto.

19. NO WAIVER

A waiver by a Party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other term of this Agreement.

20. REPRESENTATIONS AND WARRANTIES

Each of the Parties to this Agreement represents, warrants and agrees as follows:

20.1. This Agreement in all respects has been voluntarily and knowingly executed by such Party.

20.2. Such Party has had an opportunity to seek and has sought legal advice from legal counsel of such Party's choice with respect to the advisability of executing this Agreement.

20.3. Such Party has made such investigation of the facts pertaining to this Agreement as such Party deems necessary.

20.4. The terms of this Agreement are the result of negotiations among the Parties and are entered into in good faith by the Parties in accordance with California law.

20.5. This Agreement has been carefully read by such Party and the contents hereof are known and understood by such Party.

21. NOTICES

Notices, requests and other communications hereunder shall be in writing and shall be delivered by courier service such as Federal Express, or by first class mail, postage prepaid, to the Parties at the following addresses:

To Plaintiff:

Jose Garay
JOSE GARAY, APLC
14 Joliet Drive
Coto De Caza, CA 92679
Tel: (949) 208-3400
Email: jose@garaylaw.com

To Defendant:

Drew R. Hansen Esq.
NOSSAMAN LLP
18101 Von Karman Ave #1800
Irvine, CA 92612
Tel: (949) 477-7670
Email: dhansen@nossaman.com

Daniel Hyun
TORUS LLP
1440 N. Harbor Blvd., Ste. 900
Fullerton, California 92833
Tel: (949) 590-4122
Email: daniel@torusllp.com

22. **COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same Agreement.

[Signatures on Next Page]

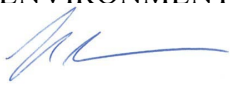
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Date: _____

Mauricio Guadalupe Argueta Diaz

TCI ENVIRONMENTAL SERVICES, INC.

Date: March 13, 2024



By: Charlie Gugliuzza, General Counsel

Approved as to Form:

Jose Garay, APLC

Date: _____

Jose Garay
Attorneys for Mauricio Guadalupe Argueta Diaz

Torus LLP (formerly Law Office of Daniel J. Hyun)

Date: _____

Daniel Hyun
Attorneys for Mauricio Guadalupe Argueta Diaz

NOSSAMAN LLP

Date: March 13, 2024



Drew R. Hansen, Esq.
Attorneys for TCI Environmental Services, Inc

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Date: 03/13/2024


Mauricio Guadalupe Argueta Diaz (Mar 13, 2024 08:55 PDT)

Mauricio Guadalupe Argueta Diaz

TCI ENVIRONMENTAL SERVICES, INC.

Date: _____

By: _____

Approved as to Form:

Jose Garay, APLC

Date: March 12, 2024



Jose Garay
Attorneys for Mauricio Guadalupe Argueta Diaz

Torus LLP (formerly Law Office of Daniel J. Hyun)

Date: March 12, 2024



Daniel Hyun
Attorneys for Mauricio Guadalupe Argueta Diaz

NOSSAMAN LLP

Date: _____

Drew R. Hansen, Esq.
Attorneys for TCI Environmental Services, Inc