

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the “Agreement”) is executed by and between Heavy Industry, Inc. (the “Company”), Charles Carey, and Robert Blatchford (together, “Defendants”) and Eddie Martinez (“Martinez”) (collectively, the “Parties”), with reference to the following facts:

RECITALS

- A. WHEREAS, Martinez was previously employed by Heavy Industry;
- B. WHEREAS, a dispute has arisen between Martinez and Defendants regarding his employment and separation therefrom;
- C. WHEREAS, on or about October 31, 2023, Martinez filed a Complaint in the Superior Court of California, County of Los Angeles, Case No. 23STCV26825, wherein Martinez asserted the following claims: (1) violation of California Labor Code sections 201.5 and 203; (2) failure to provide compliant wage statements; (3) failure to pay overtime; (4) failure to pay minimum wages; (5) failure to provide meal periods; (6) failure to provide rest periods; (7) unfair competition; (8) failure to provide employment records; (10) penalties under the Private Attorneys General Act (“PAGA”) (the “Action”);
- D. WHEREAS, Defendants denied, and continues to deny, the claims and allegations made by Martinez in the Action; and
- E. WHEREAS, without admitting any wrongdoing in connection with the Action or Martinez’s employment with Heavy Industry or liability for damages arising therefrom, or any other purported causes of action, whether real or potential, between the Parties, the Parties desire fully and finally to settle, compromise, release, and dispose of all such matters and controversies and other matters whatsoever presently between them, including, without limitation, the Action, subject only to the terms, conditions and exceptions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties expressly agree as follows:

1. Settlement Payment. The Company agrees to pay Martinez the total amount of Twenty Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) (the “Settlement Payment”) to settle all claims, known or unknown, he may have against the Company. The Settlement Payment will be made as follows:

- a. One check in the amount of Two Thousand, Five Hundred Dollars and Zero Cents (\$2,500), less applicable state and federal tax withholdings, made payable to “Eddie Martinez,” in settlement of his claim for unpaid wages. The Company will issue an IRS form W-2 for this amount.

b. One check in the amount of Nine Thousand, Nine Hundred Twenty-Eight Dollars and Sixty Four Cents (\$9,928.64) made payable to “Eddie Martinez” in settlement of his claim for non-wage damages and penalties. The Company will issue an IRS form 1099-MISC for this amount.

c. One check in the amount of Ten Thousand, Seventy-One Dollars and Thirty-Six Cents (\$10,071.36) made payable to “Harris & Ruble,” representing Martinez’s attorney fees and costs. The Company will issue an IRS Form 1099-MISC for this amount to Harris & Ruble, as required by applicable IRS regulations

In order to receive the Settlement Funds, Employees’ counsel, Harris & Ruble, shall provide the Company’s attorneys, Sheppard, Mullin, Richter & Hampton LLP, separate IRS Forms W-9 completed and executed by Martinez and counsel on the date Martinez executes this Agreement. The Settlement Funds will be delivered to Harris & Rubel within 21 days of the Effective Date of this Agreement, defined below, provided Martinez has not revoked the Agreement and Martinez and his counsel have timely completed all of their obligations under this Agreement.

2. Tax Liability and Indemnification. Martinez will rely on his own tax advisors as to the tax consequences of the Settlement Payment. Martinez acknowledges that neither the Company nor its attorneys have made any representations or warranties regarding the taxation of the Settlement Payment. Martinez shall fully indemnify the Company for any tax liability imposed on it as a result of the failure of Martinez to pay his taxes on the Settlement Payment.

3. No Tax Advice. The Parties acknowledge and agree that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) each Party (a) has relied exclusively upon his or its own independent legal, tax and other advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or attorney or any attorney or advisor to that Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on a Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or advisor’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

4. Release of Claims. Except for the obligations undertaken in this Agreement, and in consideration for all of the foregoing, which Martinez acknowledges is consideration in addition to that to which he is otherwise entitled, Martinez hereby releases and discharges forever Defendants and all of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions, joint venturers, assigns, predecessors, successors, service providers, insurers, consultants, subcontractors, joint employers or alleged joint employers, affiliates, employee benefit plans and fiduciaries thereof, affiliated organizations, and all persons acting under, by, through or in concert with any of them, (hereinafter referred to collectively as

the “Released Parties”), and each and all of them, from any and all claims, liabilities, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Martinez or his heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever prior to the date of Martinez’s execution of this Agreement.

Without limiting the generality of the foregoing, and by way of example only, Martinez fully releases and discharges each and all of the Released Parties from any and all claims, disputes, rights, and causes of action that have been or could be alleged against any of said Released Parties (a) in the Action; (b) in connection with Martinez’s employment with the Company; and/or (c) in connection with any and all matters pertaining to Martinez’s employment or alleged employment by any of the Released Parties, including, but not limited to, any and all compensation, salaries, wages, meal and rest period premiums, bonuses, commissions, overtime, monies, pay, allowances, expenses, benefits, sick pay, severance pay, retention pay, or benefits, paid leave benefits, vacation, penalties, interest, damages, and promises on any and all of the above.

This Release also extends to any and all claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Age Discrimination in Employment Act, the Older Worker Benefit Protection Act, the California Labor Code, including the California Private Attorneys General Act, the California Wage Orders, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985; the Fair Labor Standards Act; the California Family Rights Act; the Family Medical and Leave Act; the Employee Retirement Income Security Act; the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) discrimination, harassment, and/or retaliation on the basis of age, ancestry, color, religious creed, denial of Family and Medical Care Leave, disability (mental and/ or physical, including HIV and AIDS), marital status, medical condition (including cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (including pregnancy, childbirth, and breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, or any other characteristic protected by law; (c) breach of any express or implied employment contract or agreement, wrongful discharge, whistleblower, retaliation, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, negligence, fraud, retaliation, misrepresentation, defamation, interference with prospective economic advantage, failure to pay wages due or other monies owed; and (d) any other violation of any local, state, or federal law, regulation or ordinance and/or public policy, contract, or tort or common law claim having any bearing whatsoever on the terms and conditions of employment with any of the Released Parties, including, but not limited to, any allegations for costs, fees, including attorneys’ fees, incurred in any of these matters, which Martinez ever had, now has, or may have as of the date of this Release.

Notwithstanding the foregoing, this Release does not apply to any claims that cannot be released as a matter of law. Nothing in this Release or in this Agreement precludes Martinez from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Securities and Exchange Commission (“SEC”), the Occupational Safety and Health Administration (“OSHA”), the Equal Employment Opportunity Commission (“EEOC”), the California Civil Right Department (“CRD”) or any other federal, state or local agency charged with the enforcement of any employment laws. However, Martinez understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the SEC, OSHA, EEOC, CRD or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC and/or OSHA, such as an SEC/OSHA whistleblower award, that may not lawfully be waived.

Martinez also waives any right to become, and promises not to consent to become, a member of any class in any case in which claims are asserted against any of the Released Parties that are related in any way to Martinez’s employment or separation of employment with the Company, and/or that involve events which have occurred as of the date he signs this Agreement. If Martinez, without his knowledge, is made a member of a class in any such proceeding, he will opt out of the class at the first opportunity afforded to him after learning of his inclusion. In this regard, Martinez agrees that he will execute, without objection or delay, an “opt-out” form presented to him either by the court in which such proceeding is pending or by counsel for the Company. Martinez further understands that this release bars him from pursuing, litigating, seeking or obtaining any penalties that that may be recoverable (and, to the extent permitted by law, any penalties that any other person or entity may be able to recover on Martinez’s behalf) through an individual or representative action under the Labor Code Private Attorneys General Act of 2004 codified at California Labor Code section 2698 *et seq.* (“PAGA”), and as part of this Agreement releases any PAGA claims as to the Released Parties.

Martinez represents and acknowledges that the consideration provided by this Agreement shall constitute the entire consideration provided to Martinez and he will not seek any further compensation for any claim, damage, cost, or attorneys’ fees in connection with the Action and/or the matters encompassed by this Agreement. Martinez represents and acknowledges that the consideration provided by this Agreement constitutes a full satisfaction and accord of any claims Martinez has or may have against any of the Released Parties. Martinez suspects that he may have wage-related claims, including, but not limited to, claims for failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, bonuses, tips or commissions, allowances, meal and rest period premiums, reporting time pay, sick pay, severance pay, final pay, paid leave benefits, vacation, holiday or paid time off, unauthorized deductions or garnishments, reimbursement of business expenses, regular rate claims, and interest, damages, and promises on any and all of the above, but agrees the Released Parties have a good faith basis for believing those claims are invalid, and as detailed in this Agreement, Martinez accepts the consideration provided by this Agreement as sufficient consideration for the release of any and all undisputed claims and as a compromise and release for any and all disputed claims. Eulloqui acknowledges the consideration contained in this Agreement constitutes ample consideration, the sufficiency of which is hereby acknowledged.

Nothing in this Agreement prohibits Martinez or any person from providing testimony if the party has been compelled or requested to do so by lawful process. Martinez further acknowledges he has not experienced a workplace injury that he attributes to his work for the Company or any of the Released Parties, except any occupational injuries previously asserted by Martinez in a separate Workers' Compensation action.

7. **Section 1542 Waiver.** It is the Parties' intention that the foregoing release shall be construed in the broadest sense possible and shall be effective as a prohibition to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that Martinez may have against Released Parties. Martinez expressly acknowledges that he is aware of the existence of California Civil Code § 1542 and its meaning and effect. Martinez expressly acknowledges that he has read and understand the following provision of that section which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Martinez expressly waives and releases any rights he may have under California Civil Code Section 1542 to the fullest extent he may do so lawfully. Martinez further acknowledges he may later discover facts different from or in addition to those facts now known to him or believed by him to be true with respect to the matters covered by this Agreement, and the Parties agree this Agreement nevertheless shall remain in full and complete force and effect.

6. **Dismissal of Entire Action.** Martinez certifies that he has no pending claims, suits, or charges against Defendants, other than the Action. As part of the consideration for Martinez entering into this Agreement, within three (3) days after the expiration of the Revocation Period, as defined below, Martinez shall file all papers, including any declarations required under the California Rules of Court, necessary to obtain (1) a dismissal with prejudice of all of his individual claims alleged in the Action, including the individual portion of his PAGA claim, and (2) a dismissal without prejudice of his class claims and the non-individual portion of his PAGA claim. The Parties understand and agree this Agreement will not become "effective" until the date the court dismisses the Action in a manner consistent with the spirit and objectives described immediately above (the "Effective Date"). The Parties agree to use their best efforts to carry out the terms of the Settlement and obtain a dismissal of the Action consistent with the above.

7. **Consideration.** The Settlement Payment constitutes good and valuable consideration for Martinez's release of Claims. The Released Parties have no independent legal duty to pay Martinez the Settlement Payment absent the terms of this Agreement itself.

8. **No Admission of Liability.** Neither the Agreement nor the furnishing of the consideration for the Agreement will be deemed or construed as an admission of liability or

wrongdoing on the part of the Released Parties, nor will they be admissible by Martinez as evidence in any proceeding other than for the enforcement of the Agreement.

9. **Inquiries By Third Parties.** In response to inquiries by third parties regarding Martinez's employment, the Company shall comply with its standard reference policy, which permits disclosure only of name, dates of employment, and last position held. In this regard, Martinez agrees that he will direct third parties to Co-President Chuck Carey at chuck@hicompadre.com.

10. **Covenant Not To Sue.** Martinez expressly represents, warrants and covenants not to sue any of the Released Parties for any claim or cause of action released pursuant to this Agreement, including without limitation as a PAGA representative or as a participant in a class or collective action. A lawsuit to enforce the terms of this Agreement shall be excepted from the terms of this Section and shall not constitute a breach of the covenant not to sue. This covenant not to bring or maintain any action in law or equity shall be specifically enforced and each Released Party shall have standing to bring any such action for specific enforcement.

11. **Breach Of Covenant Not To Sue.** In the event Martinez breaches the covenant not to sue as set forth in Paragraph 10, he shall be liable for all damages incurred by any of the Released Parties as a result of his breach, including without limitation, compensatory damages as well as attorneys' fees and costs.

12. **No Further Claims.** Martinez has not and will not directly or indirectly encourage and/or solicit any third party, including any current and/or former employees and/or contractors of the Released Parties, to file any action against the Released Parties. Martinez has not and will not directly or indirectly participate, assist, or cooperate in any action against the Released Parties, including any class and/or representative action, unless and to the extent required or compelled by law. Nothing in this Agreement will prohibit Martinez from (a) complying with any valid subpoena or court order, or (b) cooperating with any official investigation conducted by a government or law enforcement agency.

13. **No Reliance On Representations Not Contained Herein.** The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein. Martinez also represents and agrees that he has entered into this Agreement voluntarily and without coercion or duress and has been offered reasonable time to consider the Agreement.

14. **Liens Or Encumbrances.** Martinez expressly represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, or other entity any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter therein released. Martinez expressly represents and warrants that there is no lien, writ, or other encumbrance upon the Settlement Payment.

Martinez expressly agrees to indemnify and hold the Released Parties harmless against any claim, demand, right, damage, liability, debt, account, action, cause of action, cost or expense,

including attorneys' fees, arising out of or any way connected with any liens, encumbrances, transfer or assignment, or any such purported claimed lien, encumbrance, transfer or assignment.

15. Medicare. Martinez expressly acknowledges Medicare's statutory right to recovery of conditional payments for medical treatment and medical service rendered in connection with any illness or injury suffered by Martinez in the course of his employment with the Company. In consideration for the monies paid by the Company, Martinez further warrants, represents, and guarantees that he is not a Medicare Beneficiary, and there are no outstanding Medicare or Medicaid claims or rights of recovery of conditional payments based on his application for, or receipt of, Medicare or Medicaid benefits. This specifically includes benefits arising out of or in any way connected with, directly or indirectly, the facts or allegations that form the basis of the Action, the occurrences described above, and any consequences thereof. Additionally, Martinez warrants, represents, and guarantees that he has no medical expenses arising out of or in any way connected with, directly or indirectly, the facts and/or allegations that form the basis of the Action, the occurrences described above, and any consequences thereof, including any released claims, nor does he anticipate any medical expenses arising out of or in any way connected with, directly or indirectly, the facts or allegations that form the basis of the Action, the occurrences described above, and any consequences thereof, including any released claims. In the event Medicare asserts such a claim or right of reimbursement now, or at any point in the future, all such claims or rights of reimbursement shall be satisfied from among the proceeds of the Settlement Payment, and no additional monies shall ever be requested from or paid by the Released Parties. This Agreement is based upon a good faith determination of the Parties to resolve disputed claims. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. Martinez waives any right he may have to a private cause of action against the Released Parties under 42 U.S.C. section 1395y(b)(3)(A).

16. Work-Related Injuries. Martinez acknowledges and agrees that he has not experienced a job-related illness or injury for which he has not already filed a claim.

17. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between them with respect to the subject matter hereof. Each Party to this Agreement acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of any Party except those covenants, agreements, and promises embodied in this Agreement.

This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, heirs, predecessors, successors in interest, and shareholders.

19. **Amendments And Writings.** The provisions of this Agreement may not be altered, amended or repealed, in whole or in part, except by the written consent of Martinez and Defendants.

20. **Severability.** If any term or portion of this Agreement is declared invalid for any reason, it shall be severed and such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

21. **Applicable Law.** This Agreement shall be deemed to have been executed and delivered in the State of California, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

22. **Agreement Jointly Negotiated.** Each of the Parties acknowledges that this Agreement was jointly negotiated and reviewed and approved by them and their respective attorneys of record. The Agreement shall not be construed against any Party solely by virtue of any Party having drafted this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts including facsimile counterparts. All counterparts when executed shall constitute one agreement binding upon all Parties notwithstanding that all of the Parties are not a signatory to the original or the same counterpart. A copy or facsimile of this Agreement shall have the same force and effect as the original.

24. **Each Party Bears Own Attorneys' Fees And Costs.** Each Party shall bear her/its own attorneys' fees and costs incurred as a result of the Action and neither Party shall be considered the "prevailing party" for purposes of any statutory attorneys' fees provisions or fee shifting law.

25. **Representation By Counsel And Informed Consent.** The Parties expressly acknowledge and represent that they have been represented by counsel in the negotiations culminating in this Agreement and that each of them has read this Agreement, reviewed the same, and fully understand the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of California Civil Code § 1542. Martinez acknowledges he was given at least 5 business days after receipt of this Agreement to consult with his attorney, and to the extent Martinez signed this Agreement before at least 5 business days passed, he did so knowingly and voluntarily and not as the result of any inducement by the Company or any other Released Party.

26. **No Effect On Employee Benefits.** The Settlement Funds shall be not be deemed or considered as compensation for any employee benefit plan, program, policy or arrangement maintained or at any time established by the Company, nor shall the Settlement Funds have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, health insurance benefits, etc.) for the which Martinez may have otherwise been entitled during his employment. The Settlement Funds do not represent any modification of Martinez's previously credited hours of service or other eligibility criteria under any employee benefit plan

sponsored by the Company. Further, the Settlement Funds shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, any employee benefit plan, program or policy sponsored by the Company.

27. Confidentiality and Non-Disparagement. Absent prior express written approval and permission of the Company (which approval and permission may be withheld for any reason), or unless required by legal process or applicable law (including California Rules of Court 3.770 as required for dismissal of the Action), Martinez agrees and acknowledges, for Martinez and on behalf of Martinez’s counsel, that Martinez his counsel will keep confidential and not directly or indirectly make public or reveal (to include but not limited to posting on websites, settlement reporting services and/or other media or social media), whether verbally or in writing, to any person or entity, including, without limitation, any representative of the media, any information regarding the existence or terms of this Agreement, including, without limitation, the fact of this Agreement or the amount Martinez is receiving under it. Likewise, the Released Parties shall keep the terms and existence of the settlement confidential.

In addition, Martinez shall not orally or in writing make any defamatory or disparaging comments or statements about Heavy Industry, Inc., Charles Carey, or Robert Blatchford. For purposes of this paragraph, “disparaging” shall mean any maliciously false statements that are injurious to the protected party(ies). Likewise, neither Charles Carey nor Robert Blatchford shall knowingly disparage Martinez.

Nothing in this Section or in this Agreement prevents Martinez from (1) discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, or any other conduct they have reason to believe is unlawful; (2) engaging in protected concerted activity or exercising his rights under the National Labor Relations Act; or (3) providing truthful testimony or answers in response to any legal process, or during any judicial, quasi-judicial, or administrative proceedings, including but not limited to the National Labor Relations Board. Further, nothing in this Section or in this Agreement precludes Employees from revealing factual information as provided in Code of Civil Procedure section 1001 or Government Code section 12964.5 or the basic terms of his employment for the purposes of pursuing alternative employment. Nor is Martinez precluded from disclosing factual information regarding any claim of harassment, discrimination, or retaliation based on a protected characteristic as defined in Section 12940 of the Government Code.

In addition, this confidentiality provision shall not prevent Martinez from providing any necessary information to his spouse(s), registered domestic partner(s), attorney(s), accountant(s), tax consultant(s) or the duly designated taxing authorities of the United States or the State of California, but, with the exception of the duly designated taxing authorities of the United States and the State of California, Martinez shall be responsible for disclosures by any of them that would breach this confidentiality provision if they were made by Martinez, and any such disclosure by any of them will be treated as a breach of this confidentiality provision by Martinez. Martinez represents that, prior to executing this Agreement, he has maintained the confidentiality required by this Section.

Martinez acknowledge and agree this is a negotiated settlement pursuant to Government Code section 12964.5(d).

This Agreement is not intended to restrict communications or actions that are protected by federal law, including discussing terms and conditions of employment with a union, the National Labor Relations Board, or other current and former employees, or otherwise exercising protected rights (protected concerted activity) under the National Labor Relations Act.

Martinez acknowledges and agrees that any breach of this Confidentiality and Non-Disparagement provision will cause damage to any Released Party(ies) against whom the breach was committed in an amount or amounts difficult to ascertain. Therefore, Martinez agrees that in the event he breaches this Confidentiality and Non-Disparagement provision, he shall pay as liquidated damages the sum of \$2,500.00 for each proven breach. In addition to any other relief to which the Released Party(ies) against whom the breach was committed may be entitled, they shall also be entitled to injunctive relief as may be ordered by any court of competent jurisdiction to prevent violation of this provision.

28. Older Workers Benefit Protection Act. This Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that Martinez has or may have under the Federal Age Discrimination In Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, 29 U.S.C. §§ 621 *et seq.* THIS PARAGRAPH AND THIS AGREEMENT ARE WRITTEN IN A MANNER CALCULATED TO BE UNDERSTOOD BY MARTINEZ. Martinez is hereby advised in writing to consult with an attorney before signing this Agreement. Martinez has had a reasonable time of up to twenty-one (21) calendar days in which to consider signing this Agreement. If Martinez decides not to use all twenty-one (21) calendar days, Martinez knowingly and voluntarily waives any claims that he was not given the twenty-one (21) calendar day period or did not use the entire twenty-one (21) calendar days to consider this Agreement. Martinez may revoke this Agreement at any time within the 7-day period following the date Martinez executes this Agreement by providing written notice of revocation to Defendants. The Agreement shall not become effective or enforceable until 12:01 a.m. on the eighth (8th) day after Martinez signs the Agreement (“Effective Date”). If Martinez decides to revoke this Agreement within this 7-day period, such revocation must be *in writing* to Robert Mussig at Sheppard, Mullin, Richter and Hampton, 43rd Floor, 333 South Hope Street, Los Angeles, California 90071, and received no later than the Effective Date. If Martinez revokes the Agreement within the seven (7) calendar day revocation period, then Martinez will not receive the Settlement Payment set forth in the Agreement.

29. Enforcement. The parties stipulate and agree that the court shall retain jurisdiction pursuant to CCP 664.6. Should any action be necessitated to enforce this Agreement, the prevailing party shall be entitled to its attorney’s fees and costs.

IN WITNESS WHEREOF, the undersigned Parties, and each of them, have executed this Agreement which is in effect as of the date executed by Martinez.

**PLEASE READ CAREFULLY
THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

_____, 2024 EDDIE MARTINEZ
By: _____
Eddie Martinez

_____, 2024 HEAVY INDUSTRY INC.
By: _____
Chuck Carey
Co-President

_____, 2024 CHARLES CAREY
By: _____
Chuck Carey

_____, 2024 ROBERT BLATCHFORD
By: _____
Robert Blatchford