

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement and Release Agreement (“Agreement”) is made and entered into by Plaintiff Jose Gallardo (“Plaintiff”) and Defendant Vestas-American Wind Technology, Inc. (“Defendant”) (Plaintiff and Defendant are collectively, the “Parties”).

RECITALS

- A. WHEREAS, Plaintiff’s employment with Defendant ended in or around April 2025;
- B. WHEREAS, on May 7, 2025, Plaintiff filed a notice with the Labor and Workforce Development Agency (“LWDA”) under the California Private Attorneys General Act (“PAGA”) asserting various alleged Labor Code and wage and hour violations, which was also sent to Defendant (the “PAGA Notice”);
- C. WHEREAS, on May 8, 2025, Plaintiff filed a class action lawsuit against Defendant in the Superior Court for the County of Kern, which was designated as Case No. BCV25101702, asserting a putative class action claim for: (1) Violation of Labor Code Section 226 (the “Lawsuit”);
- D. WHEREAS, during Plaintiff’s employment with Defendant, the Parties entered a Mutual Agreement to Arbitrate Claims (“Arbitration Agreement”), which requires Plaintiff to arbitrate any dispute relating to his employment on an individual basis;
- E. WHEREAS, in light of the Arbitration Agreement, Plaintiff agreed not to pursue any putative class claims;
- F. WHEREAS, on August 18, 2025, Plaintiff filed a First Amended Representative Action Complaint for Violation of Labor Code Section 2698, *Et. Seq.* (“First Amended Complaint”) in the Lawsuit;
- G. WHEREAS, in the First Amended Complaint, Plaintiff asserts a single cause of action for violation of PAGA and seeks civil penalties predicated on Defendant’s alleged violation of Labor Code section 226;
- H. WHEREAS, by way of the Lawsuit, the PAGA Notice and otherwise, Plaintiff has asserted claims on behalf of himself, the State of California, and other California employees as alleged in the Lawsuit;
- I. WHEREAS, Defendant contends it has satisfied all of its obligations to Plaintiff and the allegedly aggrieved employees he seeks to represent, as Defendant contends that it has provided accurate itemized wage statements, and as such, Defendant denies all of Plaintiff’s allegations in the Lawsuit and PAGA Notice;
- J. WHEREAS, there is a bona fide good faith dispute between Plaintiff and Defendant as to the merits of Plaintiff’s asserted claims under the PAGA;
- K. WHEREAS, the Parties desire to fully and finally resolve and settle Plaintiff’s individual PAGA claim arising out of Plaintiff’s employment with and separation from Defendant;
- L. WHEREAS, Plaintiff is not pursuing a representative PAGA claim on behalf of other individuals;

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this

Agreement, Plaintiff and Defendant agree to the following:

1. **Definition of Releasees:** References in this Agreement to “Releasees” shall include Defendant and all of its respective current and former direct and indirect parents, subsidiaries, affiliated and related companies and entities, all of its/their current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents, and any person or entity who was, or could have been, alleged to have legal responsibility for the alleged wrongdoing in the Lawsuit.

2. **Approval of PAGA Settlement and Dismissal Of Action As Condition Precedent:** In conjunction with this PAGA Settlement Agreement, the Parties are filing with the Court a Stipulation for Approval of PAGA Settlement And Dismissal of Action (“PAGA Settlement and Stipulation”) by which the Parties resolve, settle and discharge the Lawsuit on an individual basis with prejudice and dismissing the representative claims without prejudice subject to Court approval. This Agreement is contingent upon execution by the Parties and approval by the Court of the PAGA Settlement and Stipulation. The Court’s unconditional approval of the PAGA Settlement and Stipulation approving the PAGA settlement and dismissing the Lawsuit as set forth above is an express condition precedent to Defendant and Plaintiff’s obligations under this Agreement (including, but not limited to, all payment obligations). If the PAGA Settlement and Stipulation is not unconditionally approved by the Court, then: (1) this Agreement shall be null and void; (2) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

3. **Settlement Payment/Consideration:** In consideration for Plaintiff’s agreement to settle and release his individual PAGA claim, Defendant agrees to pay a total of one hundred dollars and zero cents (\$100.00), of which: (1) \$65.00 (representing 65% of said \$100.00) will go to the LWDA; and (2) \$35.00 (representing 35% of said \$100) will be payable to “Jose Gallardo” and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Counsel for Defendant shall distribute said amounts to the LWDA and to Plaintiff no later than thirty (30) calendar days after the Effective Date as defined in Paragraph 4. Plaintiff agrees that Defendant’s designation of settlement funds in the manner set forth in this paragraph is fully acceptable. Plaintiff further acknowledges that the foregoing constitutes an accord and satisfaction and a full and complete settlement of Plaintiff’s individual PAGA claim. Defendant’s payment set forth in this paragraph shall constitute the entire consideration to be provided to Plaintiff pursuant to this PAGA Settlement Agreement and for resolution of his individual PAGA claim. Plaintiff agrees not to seek any further compensation for any other claimed damage, costs or attorneys’ fees in connection with the matters encompassed in this PAGA Settlement Agreement.

4. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the PAGA Settlement and Stipulation as set forth in Paragraph 2 and enters an order dismissing the Action with prejudice as to Plaintiff’s individual claims and without prejudice as to the aggrieved employees’ representative PAGA claim. Plaintiff represents that he does not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore a dismissal with prejudice on behalf of other alleged “aggrieved employees” is not warranted. To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effectuate the PAGA Settlement to obtain Court approval for same.

5. **LWDA Notification:** Plaintiff will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(s).

6. **Taxes; Indemnification:** Plaintiff acknowledges and agrees that Defendant has not made any representations regarding the tax consequences of any payment made pursuant to this Agreement. Plaintiff agrees that he is responsible for payment of any and all taxes on the payments made pursuant to this Agreement. Plaintiff further agrees to indemnify, hold harmless and defend Defendant against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against Defendant for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this Agreement. In addition, Plaintiff agrees to pay any and all interest or penalties charged to or assessed against Defendant based on any payment made pursuant to this Agreement.

7. **Release of PAGA Claims:** To the greatest extent permitted by law, Plaintiff individually and on behalf of himself only freely, knowingly and voluntarily releases and forever discharges Defendant and the Releasees of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against them or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) predicated upon California Labor Code Sections 226 and 226.3 that could have been asserted under the PAGA in the Lawsuit and/or PAGA Notice ("Released Claims"), including but not limited to any claims for penalties, interest and/or attorneys' fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought.

Nothing in this Agreement shall affect any state or federal government agencies' rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on Plaintiff's behalf pertaining to the PAGA claims asserted in the Lawsuit and/or PAGA Notice, Plaintiff specifically waives and releases his right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

8. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by Defendant or the Releasees of liability or of any violation of the rights of Plaintiff or any person, or of any violation of any law, statute, duty or order whatsoever. Defendant and the Releasees do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, including under the PAGA, or of any other law. Defendant and the Releasees specifically disclaim any liability to Plaintiff or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against Defendant or the Releasees in any subsequent action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

9. **Severance:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable all Releasees. If such release is found to be invalid, this entire Agreement shall be deemed null and void.

10. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

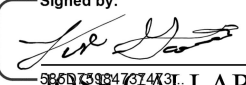
11. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

[SIGNATURES ON FOLLOWING PAGE]

9/12/2025

Date

Signed by:

JOSE CALLARDO

9.15.2025

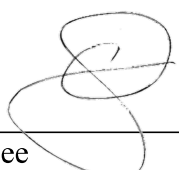
Date

By: Darin Franco
VESTAS-AMERICAN WIND TECHNOLOGY, INC.

Approved as to form:

9/12/2025

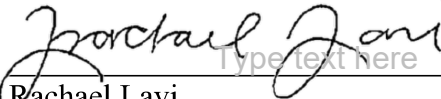
Date


Larry Lee

9/16/2025

Date

Kristen Agnew
Counsel for Plaintiff Jose Gallardo

 Type text here

Rachael Lavi

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Counsel for Defendant Vestas-American Wind Technology,
Inc.