

RELEASE

Plaintiff (along with, as applicable, other Releasing Parties) has instituted a civil action, *Bayview Hunters Point Residents, et al. v. Tetra Tech EC, Inc., et al.*, Case No. 3:19-cv-01417-JD (N.D. Cal.), against Tetra Tech, Inc. and Tetra Tech EC, Inc. (“TtEC”) (together with Tetra Tech, Inc., “Tetra Tech Defendants”). The Tetra Tech Defendants have denied and continue to deny any liability based on the claims, allegations, and assertions of Plaintiff (and, if applicable, other Releasing Parties).

A Master Settlement Agreement (the “Settlement Agreement”) has been entered into by and among the Tetra Tech Defendants on the one hand, and, on the other hand, the Law Offices of Bonner & Bonner (“Plaintiffs’ Counsel”) on behalf of Plaintiffs, to fully and finally to resolve the Settled Claims, as defined below, as part of an aggregate settlement of claims against the Tetra Tech Defendants concerning TtEC’s alleged activities at Hunters Point Naval Shipyard (“Hunters Point”).

In consideration of the Tetra Tech Defendants’ agreement to pay or cause to be paid the Plaintiff Settlement Amount, as defined below in Section 2.01, and for other good and valuable consideration as set forth in the Settlement Agreement and herein, the receipt and sufficiency of which are hereby acknowledged, this Release (“Release”) is made and entered into by Plaintiff and all other signatories to the Release for the benefit of the Tetra Tech Defendants and all other Released Parties. Plaintiff and all other signatories to the Release, individually and on behalf of the other Releasing Parties, acknowledge, stipulate, covenant, and agree as follows:

I. RELEASE

1.01 Complete and General Release and Covenant Not to Sue.

Plaintiff and the other Releasing Parties hereby release, acquit, and forever discharge the Tetra Tech Defendants and all other Released Parties (as that term is defined in Section 1.03 below) of and from any liability whatsoever in respect of all Settled Claims and agree and covenant not to sue the Tetra Tech Defendants or any of the Released Parties, in any capacity, for any Settled Claim (as defined in Section 1.04 below).

1.02 Releasing Parties.

a. “Plaintiff” as used herein encompasses the individual executing this Release or on whose behalf this Release is being executed, who is a named Plaintiff in *Bayview Hunters Point Residents, et at. v. Tetra Tech EC, Inc., et at.*, Case No. 3:19-cv-01417-JD (N.D. Cal.), and any person or entity asserting a claim on behalf of such an individual Plaintiff if that Plaintiff is not legally capable of asserting his or her own claim (e.g., because of death or incapacity).

b. “Releasing Parties” shall have the same meaning as that set forth in the Settlement Agreement, specifically, Plaintiffs who timely provide an executed Release, on behalf of themselves and each of their family members, heirs, guardians, executors, administrators, lenders, insurers, trustees, beneficiaries, representatives, agents, attorneys, partners, successors, and assigns, as well as any other person or entity purporting to claim on their behalf.

c. The Plaintiff and the other Releasing Parties collectively are the “Releasing Parties” and each is a “Releasing Party.”

1.03 Released Parties.

a. “Released Parties” shall have the same meaning as that set forth in the Settlement Agreement, specifically:

(i) Tetra Tech, Inc. and each of its subsidiaries, affiliates, and related corporations and entities and all of their respective officers, directors, owners, representatives, partners, members, managers, shareholders, affiliates, agents, heirs, guardians, executors, administrators, trustees, beneficiaries, predecessors, successors, consultants, employees, assigns, and insurers; and

(ii) TtEC and each of its subsidiaries, affiliates, and related corporations and entities and all of their respective officers, directors, owners, representatives, partners, members, managers, shareholders, affiliates, agents, heirs, guardians, executors, administrators, trustees, beneficiaries, predecessors, successors, consultants, employees, assigns, and insurers; and

(iii) All of Tetra Tech, Inc.’s past, present, and future subsidiaries, affiliates, and related corporations and entities, and all of their respective officers, directors, owners, attorneys, representatives, partners, members, managers, shareholders, affiliates, agents, predecessors, successors, consultants, employees, assigns, heirs, guardians, executors, administrators, trustees, beneficiaries, and insurers; and

(iv) All of TtEC’s past, present, and future subsidiaries, affiliates, and related corporations and entities, and all of their respective officers, directors, owners, attorneys, representatives, partners, members, managers, shareholders, affiliates, agents, predecessors, successors, consultants, employees, assigns, heirs, guardians, executors, administrators, trustees, beneficiaries, and insurers.

b. Plaintiff and other Releasing Parties acknowledge that each Released Party is entitled to enforce this Release. Notwithstanding the above, this Release specifically excludes any claims or causes of action that Plaintiff may have related to Hunters Point against Lennar Corporation, Five Point Holdings, LLC, or any of their respective subsidiaries or affiliates or any of their respective officers, directors, owners, attorneys, representatives, partners, members, shareholders, managers, agents, heirs, guardians, executors, administrators, trustees, beneficiaries, successors, consultants, employees, assigns, and insurers, including presently existing, but unknown, unasserted, unsuspected, or undiscovered causes of action and/or claims.

1.04 Settled Claims.

The term “Settled Claims” shall mean any and all past, present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights, and liabilities that were brought, could have been brought, or are related to the same facts underlying the claims asserted in the Sixth Amended Complaint regarding TtEC’s alleged work at Hunters Point, known or unknown, recognized now or hereafter, existing or preexisting, expected or

unexpected, pursuant to any theory of recovery, against the Tetra Tech Defendants, for any type of relief that can be released as a matter of law, including claims for monetary relief, costs, penalties, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

1.05 *Scope of Release.*

a. This Release is intended by Plaintiff and the other Releasing Parties to be as broad as can possibly be created by Plaintiff and the other Releasing Parties in favor of the Released Parties with respect to any Settled Claim.

b. This Release is specifically intended to operate and be applicable even if it is alleged, charged, or proven that some or all of the claims or damages released were caused in whole or in part by the negligence, negligence per se, gross negligence, breach of express or implied warranty, misrepresentation, violation of statute or common law, defective product, failure to warn, reckless or intentional conduct, malice, or conduct of any type by the Tetra Tech Defendants or any of the other released parties, plaintiffs, and/or any third party.

1.06 *Unknown Facts.*

Plaintiff and the other Releasing Parties acknowledge that Plaintiff and/or other Releasing Parties may hereafter discover facts different from, or in addition to, those which they now know to be or believe to be true with respect to Plaintiff's alleged injuries and losses and/or his or her claims against the Tetra Tech Defendants or any of the other Released Parties arising from or relating in any way to the Settled Claims, and Plaintiff and the other Releasing Parties agree that this Release shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof, as to which Plaintiff and the other Releasing Parties expressly assume the risk. This specifically includes but is not limited to any and all information and facts directly or indirectly derived from information the Tetra Tech Defendants or any Released Parties may later produce or disclose in other legal proceedings and any information Plaintiff and the other Releasing Parties would have obtained as a result of any and all past and pending discovery requests, motions, and disputes. Plaintiff and the other Releasing Parties agree that this Release shall be effective and shall remain effective in all respects, notwithstanding any such different or additional facts and the subsequent discovery thereof. Plaintiff and the other Releasing Parties acknowledge awareness of, and hereby expressly waive all rights under, any applicable statute or provision such as Section 1542 of the Civil Code of the State of California, 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.

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1.07 Dismissal of Settled Claims; Court Approvals.

Plaintiff agrees to execute, or direct Plaintiff's Counsel to execute, any documents necessary to effectuate a dismissal with prejudice and without costs, of the Settled Claims against Released Parties named in lawsuits brought by the Plaintiff or other Releasing Parties, and any other action necessary for this Release or the transfer of funds pursuant to this Release to be legal, valid, binding, and enforceable against Plaintiff and the other Releasing Parties, and directs Plaintiffs' Counsel to provide such dismissals to the Tetra Tech Defendants and to submit such dismissals to the applicable court(s).

II. SETTLEMENT PROCESS AND PAYMENTS

2.01 Settlement and Payments.

- a. The term "Claimant Settlement Amount" shall have the meaning set forth in Section III.B of the Settlement Agreement.
- b. Plaintiff and other Releasing Parties acknowledge that the Tetra Tech Defendants shall have no obligation to make any payments with respect to their Settled Claims against the Released Parties until the Settlement Agreement requirements for such payment have been fully satisfied.
- c. Plaintiff and other Releasing Parties understand, agree, and acknowledge that the distribution of the Claimant Settlement Amount constitutes full and adequate consideration for this Release.
- d. Plaintiff and other Releasing Parties shall have no claim or recourse against the Tetra Tech Defendants or any other Released Party for any amounts withheld or deducted from the Claimant Settlement Amount, for any fees, costs or expenses (including attorneys' fees) owed or alleged to be owed to any attorneys who have a financial interest in the Settled Claims against the Released Parties, or for court costs and other expenses incurred by or on behalf of Plaintiff or other Releasing Parties in prosecuting or otherwise asserting the Settled Claims against the Released Parties, or in participating in the settlement, including the execution and delivery of this Release, or for the discharge of any Liens or Other Interests relating to any of the foregoing, and such withholdings and/or deductions shall not affect the validity of this Release.

2.02 Determination of Settlement Amount

Plaintiff and the other Releasing Parties acknowledge that the Tetra Tech Defendants and Plaintiff's Counsel have agreed to an aggregate total sum of One Million, Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) ("Settlement Fund") to be paid by the Tetra Tech Defendants in settlement of the Settled Claims against the all the Released Parties who participate in the Settlement Agreement. From the Settlement Fund, each Plaintiff will pay applicable Attorney's Fees and Costs. All Plaintiffs who submit a timely and valid release pursuant to the terms of the Settlement Agreement will be entitled to receive a *pro rata* proportion of the Settlement Fund, to be determined based on the number of valid releases obtained and expected to be no less than approximately \$230 per Plaintiff. Plaintiff and other Releasing Parties represent and warrant that the process for such calculation, allocation, and

division has been explained by Plaintiff's Counsel, and that Plaintiff and other Releasing Parties accept and are satisfied with the Claimant Settlement Amount and the method by which such calculation, allocation, and division was determined. Plaintiff and other Releasing Parties acknowledge, represent, and agree that Plaintiff and other Releasing Parties shall have no recourse against any Released Parties concerning the calculation, allocation, division, or distribution of the Settlement Fund or the Claimant Settlement Amount.

III. ADDITIONAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF PLAINTIFFS AND OTHER RELEASING PARTIES

3.01 *Warranty of Capacity to Execute Agreement.*

Plaintiff and each of the Releasing Parties signing below represent and warrant that:

a. Plaintiff and the other Releasing Parties signing below have the capacity, right and authority, legal and otherwise, to execute this Release, settle the Settled Claims against the Released Parties, and receive the consideration set forth herein without the approval of any court or the consent of any trustee or other person or entity, or if such approval or consent is required that it has been obtained and provided to the Tetra Tech Defendants;

b. No bankruptcy estate, trustee, or other person or entity, whether private or governmental (other than Plaintiff and other Releasing Parties) has any known interest in or rights as against the Tetra Tech Defendants or other Released Parties with respect to any Settled Claims against the Released Parties or the Claimant Settlement Amount, and there are no other known persons or entities who have or may hereafter acquire the rights of Plaintiff to proceed against the Tetra Tech Defendants or any of the other Released Parties on any action, claim, demand, cause of action or controversy, arising directly or indirectly out of and/or relating in any way or in any manner whatsoever to the Settled Claims against the Released Parties. Plaintiff and the other Releasing Parties signing below further warrant that if a court of competent jurisdiction determines that any other person or entity, besides those expressly referenced by name in this Release, has any right to pursue or be a beneficiary of the settlement of these Settled Claims against the Released Parties, this Release shall be amended to add any and all such persons and they must execute this Release prior to distribution of the Claimant Settlement Amount;

c. Plaintiff and the other Releasing Parties have not sold, assigned, transferred, conveyed or otherwise disposed of, or mortgaged, pledged or otherwise encumbered, any of the Settled Claims against the Released Parties, or any interests in such claims (excluding any contingent attorney fee agreement with Plaintiff's Counsel or its referring counsel); and

d. No attorney or law firm other than Plaintiffs' Counsel (as defined herein) has a pecuniary interest in the settlement proceeds allocated to Plaintiff, and as applicable to other Releasing Parties, other than Plaintiff's Counsel or its referring counsel.

3.02 *Complete Settlement of All Settled Claims Against the Tetra Tech Defendants and Other Released Parties.*

a. It is the intent of this Release that Plaintiff and the other Releasing Parties shall not recover, and Plaintiff, individually and on behalf of the other Releasing Parties, covenants

that Plaintiff shall not seek to recover by any means, directly or indirectly, any sums for Settled Claims against the Released Parties from the Tetra Tech Defendants or any other Released Party, other than the payments to be received pursuant to this Release and the Settlement Agreement.

3.03 *Consultation with Counsel.*

Plaintiff and other Releasing Parties signing below acknowledge and represent that Plaintiff and other Releasing Parties signing below have read this Release and have had the opportunity to confer with Plaintiffs' Counsel concerning its terms, conditions and effects, and that Plaintiffs' Counsel has answered Plaintiff's and other Releasing Parties' questions to the satisfaction of Plaintiff and other Releasing Parties. Plaintiff and other Releasing Parties signing below acknowledge and understand that Plaintiffs' Counsel has approved this Release as to form and content. Plaintiff and other Releasing Parties hereby further acknowledge and represent that they have had the opportunity to review the Settlement Agreement, have had the opportunity to consult with counsel concerning its terms, conditions, and effects, and that they hereby confirm their authorization of the settlement as set forth in this Release and the Settlement Agreement.

IV. MISCELLANEOUS

4.01 *No Admission of Liability or Lack of Merit in Claims.*

Plaintiff and other Releasing Parties signing below understand, acknowledge, and agree that nothing contained in this Release, the negotiations and discussions in connection with this Release, the documents being executed and delivered pursuant to this Release, nor any proceedings or actions taken in furtherance of the settlement or this Release, shall constitute or be deemed or construed as: (i) a presumption, concession, or admission of any fact or issue of law, fault, damages, liability or wrongdoing or of any position whatsoever in connection with any matters in litigation or otherwise; or (ii) suggesting any lack of merit in any of Plaintiff's or other Releasing Party's claims or in any of the Tetra Tech Defendants' or any other Released Party's defenses. Any such liability or wrongdoing is expressly denied by the Tetra Tech Defendants and the Released Parties. This Release shall not be offered or received in evidence or otherwise used by Plaintiff, the other Releasing Parties, or any other person in any civil action or any other action or proceeding arising from or related to the Settled Claims, except in connection with any proceeding to enforce this Release or the Settlement Agreement or to effectuate the liability protections agreed to herein, including without limitation to enforce a defense or counterclaim based on principles of release, accord and satisfaction, good-faith settlement, res judicata, collateral estoppel, judgment bar or reduction, claim or issue preclusion, or any similar liability-limiting defense.

4.02 *No Tax Advice.*

No opinion regarding the tax consequences of this Release (including any payments made pursuant to this Release) to Plaintiff, or as applicable other Releasing Parties, is being given or will be given by the Tetra Tech Defendants, nor any other Released Parties, nor Plaintiff's Counsel, nor will any of them have any responsibility for any tax consequences or tax payments that may be due in respect of the Release and amount paid to Plaintiff. Plaintiff and each other Releasing Party must consult his or her own tax advisors regarding the tax consequences of the

Release (including any payments made to Plaintiff pursuant to this Release) and any tax reporting obligations Plaintiff and other Releasing Parties may have with respect thereto. Plaintiff's and other Releasing Parties' tax obligations, and the determination thereof, are Plaintiff's and other Releasing Parties' sole responsibility.

4.03 Severability.

The invalidity or unenforceability of any provision of this Release shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal of competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified then this Release shall be deemed amended to delete herefrom such provision or portion adjudicated to be invalid or unenforceable, and this Release shall be deemed to be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication is made.

4.04 Neutral Interpretation.

In any claim to construe the terms of this Release, this Release shall be considered the product of negotiation by and between the Tetra Tech Defendants and Plaintiffs' Counsel, as agent for Plaintiff and other Releasing Parties. No clause or provision shall be interpreted more strongly in favor of or against one party or the other, based upon the source of the draftsmanship, but shall be interpreted in a neutral manner.

4.05 Headings.

The section headings in this Release are included for convenience only and shall not be deemed to constitute part of this Release or affect its construction.

4.06 Effective Date.

This Release shall become effective on the latest of (1) the Signing Date or (2) the date all required approvals (if any) from any court, bankruptcy trustee, executor of an estate, or other third-party whose consent to the Release is required are received.

4.07 Defined Terms.

Capitalized terms used herein shall have the meanings defined for such terms in this Release and in the Settlement Agreement.

4.08 Acknowledgments.

PLAINTIFF AND ANY OTHER RELEASING PARTY SIGNING BELOW EACH DECLARE AND ACKNOWLEDGE THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS OF THIS RELEASE, THAT HE/SHE HAS BEEN REPRESENTED BY HIS/HER ATTORNEYS WITH REGARD TO THE EXECUTION OF THIS RELEASE,

AND THAT HE/SHE EXECUTES THIS RELEASE VOLUNTARILY AFTER CONSULTATION WITH HIS/HER ATTORNEYS AND WITHOUT BEING PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING UPON, ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON ACTING ON BEHALF OF THE TETRA TECH DEFENDANTS OR ANY OF THE OTHER RELEASED PARTIES. PLAINTIFF AND ANY RELEASING PARTY SIGNING BELOW FURTHER DECLARE AND ACKNOWLEDGE THAT HE/SHE FULLY UNDERSTANDS THE NATURE AND VALUE OF THE CONSIDERATION PROVIDED FOR HEREIN, AND AGREE TO ACCEPT THAT AMOUNT FOR THE RELEASES GRANTED HEREIN.

Each individual signing below as a Plaintiff or Releasing Party declares under penalty of perjury that he/she is accurately and truly identified below and his/her signature is genuine.

IN WITNESS WHEREOF, Plaintiff, and, if any, the other Releasing Parties signing below, has or have executed this Release, as of the date so noted.

PLAINTIFF NAME (PRINT)

STREET ADDRESS

ADDRESS LINE 2

CITY

STATE

ZIP CODE

PLAINTIFF SIGNATURE

Date: _____

OTHER RELEASING PARTY SIGNATURE

Date: _____

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