

RELEASE

The person signing this Release as a **Plaintiff** (as defined in Section 1.02 below) has brought 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.) (to be referred to as the “**Action**”), against Lennar Corporation (“**Lennar**”) and Five Point Holdings, LLC (“**Five Point**”; Plaintiff, Lennar, and Five Point are together referred to as the “**Parties**”). Lennar and Five Point have denied and continue to deny any liability based on the claims, allegations, and assertions of Plaintiff (and all other Plaintiffs).

A Master Settlement Agreement (the “**Settlement Agreement**”), which the Parties agree is incorporated into this Release in its entirety, has been entered into by Lennar and Five Point (together, “**Developer Defendants**”), on the one hand, and, on the other hand, the Law Offices of Bonner & Bonner (“**Plaintiffs’ Counsel**”), fully and finally to resolve the **Settled Claims** (as defined in Section 1.04 below), as part of a comprehensive settlement of claims against the Developer Defendants concerning development work at the former Hunters Point Naval Shipyard.

In consideration of Developer Defendants’ agreement to pay or cause to be paid the Settlement Amount, and for other good and valuable consideration as set forth in the Settlement Agreement and in this Release, which Plaintiff acknowledges they have received and is sufficient, Plaintiff agrees to this Release for the benefit of Developer Defendants and all other **Released Parties** (as defined in the Settlement Agreement and in section 1.03(a) below). Plaintiff agrees as follows:

I. RELEASE

1.01 Complete and General Release and Covenant Not to Sue.

Plaintiff releases Developer Defendants and all other Released Parties from any liability whatsoever for all **Settled Claims** (as defined in Section 1.04 below) and agrees not to sue Developer Defendants or any of the Released Parties, in any capacity, for any Settled Claim.

1.02 Releasing Parties.

a. “**Plaintiff**” as used herein means 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 al. v. Tetra Tech EC, Inc., et al.*, 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 (for example, because of minority, death or incapacity). Persons or entities asserting a claim on behalf of an individual Plaintiff may be separately referred in this Release as the “**Other Releasing Parties**.”

b. The Plaintiff and the Other Releasing Parties collectively are also referred to as the “**Releasing Parties**” and each is referred to as a “**Releasing Party**.”

1.03 Released Parties.

a. “Released Party” or “Released Parties” shall include and mean Developer Defendants and each of their respective subsidiaries and affiliates (including without limitation Lennar – BVHP, LLC; HPS1 Block 50 LLC; HPS1 Block 51 LLC; HPS1 Block 53 LLC; HPS1 Block 54 LLC; HPS1 Block 55/56 LLC; The Shipyard Communities, LLC; CPHP Development, LLC; HPS Development Co., LP; and CP Development Co., LLC), and all of their respective officers, directors, owners, partners, members, managers, shareholders, employees, successors and assigns, and insurers. “Released Parties” does not include Tetra Tech, Inc., Tetra Tech EC, Inc., or any of Tetra Tech, Inc.’s subsidiaries or affiliates or any of Tetra Tech, Inc. and its subsidiaries or affiliates’ respective officers, directors, owners, partners, members, managers, shareholders, successors and assigns, and insurers, including but not limited to, Dan L. Batrack, Steven M. Burdick, Andy Bolt, William Dougherty, Stephen C. Rolfe, and Justin E. Hubbard.

b. Plaintiff acknowledges that each Released Party is entitled to enforce this Release.

1.04 *Settled Claims.*

The term “Settled Claims” means any and all legal, equitable, administrative or other claims, damages, or remedies of any kind that have been asserted or could have been asserted in the Action, whether known or unknown by Plaintiff, arising out of or relating to any claim or allegation in the Action.

1.05 *Unknown Facts.*

Plaintiff acknowledges that Plaintiff may later discover facts different from, or in addition to, those facts they now know or believe to be true with respect to the claims, injuries and losses Plaintiff currently alleges relating to the Settled Claims. Plaintiff agrees that this Release shall be effective in all respects even if Plaintiff later learns of different or additional facts about those claims, injuries or losses. This specifically includes but is not limited to any information and facts coming directly or indirectly from information Developer Defendants or any Released Parties may later disclose in other legal proceedings and any information Releasing Parties would have obtained had they continued the Action against Developer Defendants. Releasing Parties agree that this Release shall be effective in all respects, even if different or additional facts are discovered later.

Plaintiff acknowledges they are aware of, and expressly waive all rights under, Section 1542 of the Civil Code of the State of California, which states:

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.

1.06 *Dismissal of Settled Claims; Court Approvals.*

Plaintiff agrees to execute, or direct Plaintiffs' Counsel to execute, any documents necessary to dismiss the Settled Claims with prejudice and without recovering costs, and to take any other action necessary for this Release to be valid or to ensure the transfer of funds under the Settlement Agreement. Plaintiff directs Plaintiffs' Counsel to provide dismissals to Developer Defendants and to submit those dismissals to the Court.

II. SETTLEMENT PROCESS AND PAYMENTS

2.01 *Settlement and Payments.*

a. Plaintiff acknowledges that Developer Defendants have no obligation to make any payments for the Settled Claims until the Settlement Agreement requirements for payment have been fully satisfied.

b. Plaintiff agrees that the Developer Defendants' payment of the **Settlement Amount** (which means the total sum of \$10,802,075.00, which represents approximately \$1,664 for each of the 6,492 Plaintiffs in the Action) is adequate consideration in exchange for this Release.

c. Plaintiff shall have no claim or recourse against Developer Defendants or any other Released Party for any amounts deducted from the Settlement Amount for fees, costs or expenses (including attorneys' fees) owed to any attorneys who have a financial interest in the Settled Claims, or for court costs and other expenses incurred prosecuting the Settled Claims, or participating in the settlement, or for the discharge of any related liens or other encumbrances. Any such deductions shall not affect the validity of this Release.

III. ADDITIONAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF PLAINTIFFS

3.01 *Warranty of Capacity to Execute Agreement.*

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

a. Plaintiff 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 Settlement Amount without the further approval of any court or the consent of any trustee or other person or entity. If such approval or consent is required, Plaintiff has obtained that approval or consent;

b. Other than Releasing Parties, no bankruptcy estate, trustee, or other person or entity has any known interest in or rights against the Released Parties with respect to any Settled Claims or the Settlement Amount, and there are no other known persons or entities who have or may later acquire the rights of Plaintiff to proceed against any of the Released Parties on any claim relating in any way whatsoever to the Settled Claims. Releasing Parties signing below further warrant that if a court of competent jurisdiction has determined that any

other person or entity, besides those named in this Release, has any right to the Settlement Amount, this Release shall be amended to add all such persons and those persons must execute this Release prior to distribution of the **Claimant Settlement Amount** (which means the settlement payment to each individual Plaintiff who has timely executed and submitted a valid Release);

c. Releasing Parties have not sold, assigned, transferred, conveyed, pledged, encumbered or otherwise disposed of the Settled Claims against the Released Parties, or any interests in such claims (except for any attorney fee agreement with Plaintiffs' Counsel); and

d. No attorney or law firm has a right to the Claimant Settlement Amount other than Plaintiffs' Counsel.

3.02 *Complete Settlement of All Settled Claims Against Developer Defendants and Other Released Parties.*

It is the intent of this Release that Releasing Parties shall not recover, and Releasing Parties agree that neither Plaintiff nor the Other Releasing Parties shall seek to recover by any means, directly or indirectly, any sums for Settled Claims from Developer Defendants or any other Released Party, beyond the Claimant Settlement Amount.

3.03 *Medical, Bankruptcy, and Other Liens.*

a. Any known medical, bankruptcy, or other liens that may exist against the Claimant Settlement Amount otherwise payable to Plaintiff shall be paid exclusively from the Claimant Settlement Amount for Plaintiff, unless otherwise paid for directly by or on behalf of Plaintiff prior to disbursement of the Claimant Settlement Amount. If any known medical, bankruptcy, or other liens that exist against Plaintiff's Claimant Settlement Amount exceeds the Claimant Settlement Amount, then Plaintiff shall not receive the Claimant Settlement Amount, unless the lien is paid for directly by or on behalf of Plaintiff. Plaintiff agrees to satisfy all past, present, and future obligations, including conditional payments, to Medicare, Medicaid, State Children's Health Insurance Program ("SCHIP"), or any other third-party payers for any medical expenses related to the injuries alleged in the Action.

b. As a condition of settlement, Plaintiff agrees to the following:

- i. Plaintiff has determined that a Medicare Set Aside payment in connection with the Claimed Settlement Amount is not required;
- ii. Plaintiff agrees to cooperate by providing a Medicare Secondary Payer questionnaire and other reasonably necessary information to determine their Medicare status, including but not limited to a valid Social Security number, Health Insurance Claim Number, or other required identifiers for Medicare, Medicaid, and SCHIP Extension Act Section 111 reporting purposes;
- iii. To the extent Medicare may have any recovery rights (including, without limitation, any

recovery rights under 42 USC section 1395y(b) or any other related law or regulation) in this matter, Plaintiff will provide all Medicare-related information required by this Release;

- iv. To the extent any portion of the Claimant Settlement Amount is intended to cover future medical expenses, Plaintiff agrees that they are responsible for protecting Medicare's interests in such future medical expenses. Plaintiff shall use their Claimant Settlement Amount to pay for all future medical treatment related to Plaintiff's injuries alleged in the Action and will not seek payment from Medicare for such care until their Claimant Settlement Amount has been exhausted in accordance with Medicare's regulations;
- v. The Parties have attempted to resolve this matter in compliance with both state and federal law, and the Parties have considered and tried to protect the interests of Medicare and Centers for Medicare and Medicaid Services ("CMS"). It is not the intent of this Agreement to shift responsibility for Plaintiff's medical care to the Medicare system.
- vi. If Medicare and/or CMS require reimbursement related to any past or future medical care, reimbursement shall be the sole responsibility of Plaintiff.
- vii. Plaintiff releases and forever discharges the Released Parties from any private cause of action that may exist or arise under 42 USC section 1395y(b) or any other related law or regulation.

3.04 Consultation with Counsel.

Plaintiff acknowledges and represents that they have read this Release and have had the opportunity to confer with Plaintiffs' Counsel about its terms, and that Plaintiffs' Counsel has answered Plaintiff's questions, if any, to their satisfaction. Plaintiff acknowledges and understands that Plaintiffs' Counsel has approved this Release. Plaintiff further acknowledges that they have had the opportunity to review the Settlement Agreement, have had the opportunity to consult with counsel concerning its terms, and confirm they have authorized the settlement set forth in this Release and the Settlement Agreement.

IV. MISCELLANEOUS

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

Plaintiff understands and agrees that nothing contained in or related to this Release is an admission of any fact or issue of law, fault, damages, liability or wrongdoing. Any such liability or wrongdoing is denied by Developer Defendants and the Released Parties. This Release shall not be used by Plaintiff or any other person in any other action or proceeding except to enforce this Release or the Settlement Agreement.

4.02 No Tax Advice.

No opinion regarding the tax consequences of this Release (including any payments made pursuant to this Release) to Plaintiff is given by Developer Defendants, Released Parties, or Plaintiffs' Counsel, nor will any of them have any responsibility for any tax consequences or tax payments that may be due because of the Release and any Claimant Settlement Amount. Plaintiff

should consult their own tax advisors regarding the tax consequences of the Release and the Settlement Agreement and any related tax reporting obligations. This is a settlement for a bodily injury claim.

4.03 *Severability.*

The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal, any term of this Release is found to be unenforceable for any reason, then that term shall be deemed modified so that this Release is enforceable. If the term cannot be modified, then that term shall be deemed deleted, and this Release shall remain in full force and effect without the deleted term. Any such modification shall apply only in the particular jurisdiction in which the modification is made.

4.04 *Neutral Interpretation.*

In any claim to interpret the terms of this Release, this Release shall be considered the product of negotiation between Developer Defendants and Plaintiffs' Counsel. No term shall be interpreted in favor of or against Releasing Parties or the Released Parties based upon who wrote this Release. Each term of this Release shall be interpreted in a neutral manner.

4.05 *Effective Date.*

This Release shall become effective when Plaintiff or Releasing Party have signed this Release and Developer Defendants have paid the Settlement Amount.

4.06 *Acknowledgments.*

PLAINTIFF AND ANY OTHER RELEASING PARTY SIGNING BELOW EACH DECLARE AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE, THAT THEY HAVE BEEN REPRESENTED BY PLAINTIFFS' COUNSEL WITH REGARD TO THE EXECUTION OF THIS RELEASE, AND THAT THEY ARE EXECUTING THIS RELEASE VOLUNTARILY AFTER CONSULTATION WITH THEIR ATTORNEYS AND WITHOUT BEING PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING UPON, ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON ACTING ON BEHALF OF DEVELOPER DEFENDANTS OR ANY OF THE RELEASED PARTIES. PLAINTIFF AND ANY OTHER RELEASING PARTY SIGNING BELOW FURTHER DECLARE AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THE NATURE AND VALUE OF THE CONSIDERATION PROVIDED FOR IN THIS RELEASE AND IN THE SETTLEMENT AGREEMENT, AND AGREE TO ACCEPT THAT AMOUNT FOR THE RELEASES GRANTED.

Each individual signing below as a Plaintiff or Other Releasing Party declares under penalty of perjury of the laws of the State of California that they are accurately and truly identified below and that their signature is genuine.

IN WITNESS WHEREOF, Plaintiff and any Other Releasing Party signing below have executed this Release as of the date given.

PLAINTIFF NAME (PRINT)

STREET ADDRESS

ADDRESS LINE 2

CITY

STATE

ZIP CODE

PLAINTIFF SIGNATURE

Date: _____

OTHER RELEASING PARTY SIGNATURE

Date: _____